

Rec. \$ _____

This Instrument Prepared by:

Fred N. Roberts, Jr.
Klein & Klein, LLC
40 SE 11th Avenue
Ocala, FL 34471

Return to:

City of Ocala
Growth Management Department
Attn: Karen Cupp
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("Agreement"), is made and entered into effective as of _____ day of _____, 2022, by and between:

- **City of Ocala**, a Florida municipal corporation ("City");
- **New Ocala, LLC**, an Indiana limited liability company ("Developer")

WHEREAS:

- A. Developer is the owner of the real property described on attached **Exhibit A** (the "Property") which is located within the jurisdictional boundaries of the City.
- B. The Property has been rezoned to R-3 (Multi-family).
- C. Developer intends to develop the Property as an apartment complex containing approximately 264 units (the "Project").
- D. City is in the process of designing and installing water and sewer utility service (collectively, "Utility Services") which shall service the Project.
- E. City and Developer acknowledge that the Project may require the Utility Services before the City is able to cause for them to be completed.
- F. Accordingly, the parties desire to enter this Agreement to address construction of the Utility Services and the rights of the parties relating thereto.

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, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. **Incorporation of Recitals.** The parties agree and confirm that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes.

2. **Definitions.**

2.1. Generally. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings.

2.1.1. *Agreement* – This Agreement, including any Exhibits attached hereto, as the same may be subsequently amended, modified or supplemented pursuant to its’ terms and provisions.

2.1.2. *City Code* – The Code of Ordinances of City of Ocala.

2.1.3. *Development Regulations* - shall refer to the Land Development Regulations of the City. This definition will include any promulgated construction or design specifications of the City.

2.1.4. *District* – shall refer to the Southwest Florida Water Management District, a public entity created under the laws of the State of Florida.

2.1.5. *Plans* – shall collectively refer to Utility Alternative Plan #1 or Utility Alternative Plan #2.

2.1.6. *Project* – shall refer to that certain multi-family apartment project proposed to be constructed by Developer on the Property.

2.1.7. *Property* – shall refer to the real property located in Marion County, Florida described on attached Exhibit A.

2.1.8. *Utility Alternative Plan #1* – shall refer to the conceptual plans for the Utility Improvements relating to the connection of the Project attached hereto as Exhibit B.

2.1.9. *Utility Alternative Plan #2* – shall refer to the conceptual plans for the Utility Improvements relating to the connection of the Project attached hereto as Exhibit C.

2.1.10. *Utility Connection Charges* – shall refer to all charges or fees charged by City in connection with water and sewer connection, capacity reservation or use by Project for Water and Sewer Services including, without limitation, water and sewer impact fees or capacity or connection charges.

2.1.11. *Utility Improvements* — shall refer to those sanitary sewer services, water services, water meters, and grading and appurtenances relating which are generally set forth on the Plans.

2.1.12. *Utility Improvement Costs* – The actual out of pocket costs incurred by Developer to design, permit and construct the Utility Improvements.

2.2. Additional Definitions and Rules of Construction. The definitions in paragraph 2.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The words “herein,” “hereof,” “hereunder,” and similar terms shall refer to this Agreement, unless the context otherwise requires.

3. **Agreement Regarding Construction of Utility Improvements.** City and Developer agree that City shall be providing the Utility Services for the Project but the infrastructure is not yet in place for the City to provide the Utility Services to the Project. Relating to the Utility Services, the parties agree as follows:
- 3.1. City shall continue to use reasonable diligence in attempting to construct the infrastructure necessary to provide Utility Services to the Property with sufficient capacity to service the Project (the "Required Infrastructure").
 - 3.2. In the event that Required Infrastructure has not been installed by City to provide the Utility Services as and when required in connection with the Project, then Developer may, at its option, give City at least sixty (60) days written notice (the "Notice Period") of its intent to construct the Utility Improvements (the "Construction Notice"). City shall, within ten (10) days of receipt of the Construction Notice (the "Response Period"), provide written response to Developer if it intends to commence construction of the Required Infrastructure within the Notice Period. If City notifies Developer of its intent to commence construction during the Notice Period, City shall commence construction within sixty (60) days of providing such notice (the "City Commencement Deadline") and shall thereafter diligently pursue construction thereof until completion.
 - 3.3. If City notifies Developer that it does not intend to commence during the Notice Period, or if City fails to respond during the Response Period, or if City fails to commence construction by the City Commencement Deadline, Developer may thereafter construct or cause to be constructed by a contractor which has been approved by City (which such approval shall not be unreasonably withheld, conditioned or delayed) the Utility Improvements in substantial accordance with the Plans and otherwise in accordance with City Code.
 - 3.4. In the event Developer elects to construct the Utility Improvements in accordance with the terms hereof, the following shall apply:
 - 3.4.1. Unless otherwise mutually agreed by City and Developer, Developer shall not be required to construct the Utility Improvements with capacity in excess of what is reasonably required for the Project.
 - 3.4.2. It is the express intent of the parties that the City's preference is for Utility Plan Alternative #2 to be constructed if Utility Improvements are undertaken by Developer pursuant hereto. Accordingly, to the extent Utility Improvements are required by Developer, Developer shall construct Utility Plan Alternative #2 unless (i) it is made impossible or impractical by the lack of sufficient easements or right of way in which to construct or (ii) the estimate of costs of constructing Utility Plan #2 exceeds the anticipated or estimated Utility Connection Charges. Regardless, prior to commencement of construction by Developer, City and Developer cooperate to determine which of Utility Plan Alternative #1 and Utility Plan Alternative #2 shall be constructed by Developer.
 - 3.4.3. For Utility Plan Alternative #1, the Utility Improvements shall generally consist of the following:
 - a. Activation of the existing lift station located south of the project and east of 49th avenue, as approximately depicted on **Exhibit B** attached hereto, by means of installing a duplex submersible pump and panel equipment of sufficient size to serve the Project only.

- b. All similar Improvements or facilities necessary for City to provide wastewater services, to the Property.
- 3.4.4. For Utility Plan Alternative #2, the Utility Improvements shall generally consist of the following:
 - a. Construction and installation of approximately 1,000 feet of 8” gravity sewer main including any manholes deemed necessary by the City in its reasonable discretion connecting the existing manhole located in the cul-de-sac of 49th Avenue to the south to a lift station currently proposed to be construction by the City of Ocala, the location of which is as approximately depicted on **Exhibit C** attached hereto.
 - b. All similar Improvements or facilities necessary for City to provide wastewater services, to the Property .
- 3.4.5. Developer shall obtain and abide by all terms of any and all permits which may be required by the State of Florida, Marion County, the City with respect to the Property and the construction of the Utility Improvements.
- 3.4.6. Developer shall retain a professional engineer registered in the State of Florida to (i) design and periodically observe the construction of the Utility Improvements; (ii) provide the required certification of completion in “*As-Built*” drawings; and (iii) act on behalf of and represent the Developer in technical matters in all dealings with the City.
- 3.4.7. Developer shall provide a full set of reproducible “*As-Built*” plans for the Improvements, certified to the City by the Developer’s engineer in detail to the extent required by the City Engineer, together with actual itemized construction and engineering cost summaries for the Improvements, such itemization to be certified by the Developer’s engineer and submitted on a form approved by the City Engineer.
- 3.4.8. After commencement of construction of the Utility Improvements, Developer shall thereafter diligently pursue construction until completed.
- 3.4.9. Upon completion of construction, Developer shall provide written notice of completion of construction (the “Completion Notice”) which Completion Notice shall be accompanied by the following items (the “*Completion Materials*”):
 - a. As Built Survey(s) of the Utility Improvements.
 - b. Testing results of the Utility Improvements, signed and sealed by a professional authorized by applicable governmental agency to sign such work.
 - c. Certification from a licensed civil engineer that the Utility Improvements have been completed in substantial accordance with the Plans.
 - d. Detailed Utility Improvement Costs, together with copies of invoices, payments to all contractors, subcontractors, vendors and materialmen and copies of lien releases from each contractor, subcontractor, vendor

and materialman providing services in connection with the Utility Improvements.

- 3.4.10. City shall within fifteen (15) days from receipt of the Completion Notice and Completion Materials inspect the Utility Improvements and Utility Improvement Costs to confirm that they have been constructed in accordance with the requirements of this Agreement and all applicable permits, and provide notice of their determination to Developer. If such notice sets forth deficiencies in the Utility Improvements or unreasonable Utility Improvement Costs (each as "Deficiency Notice"), City and Developer shall work in good faith to agree upon the nature of the deficiencies in the Utility Improvements or unreasonable Utility Improvement Costs (each a "Deficiency" and, if more than one, collectively the "Deficiencies"), the appropriate remedy for Deficiencies, and thereafter Developer shall work diligently to cure said Deficiencies until completion. Upon completion of remedying the Deficiencies, Developer shall provide to City written notice of Completion (a "Subsequent Completion Notice") with updated Completion Materials and City shall have 15 days from receipt thereof to inspect and make a determination as to completion. At such time as City has determined that all Utility Improvements have been fully completed in substantial accordance with the requirements of this Agreement and the Utility Improvements Permits, City shall provide written notice of such final completion (the "Final Completion Acknowledgment") within ten (10) days of such determination by City. City's failure to respond within fifteen (15) days from receipt of a Subsequent Completion Notice shall be deemed to constitute City's approval thereof, and a Final Completion Acknowledgment shall be deemed delivered on such 15th day.
- 3.4.11. In the event that after good faith negotiations for not less than thirty (30) days from a Deficiency Notice, City and Developer are unable to come to an agreement regarding the nature of or appropriate remedy for any Deficiencies, then City and Developer shall submit the matter to binding arbitration pursuant to the terms of this Paragraph 3.4.11. City and Developer shall either agree upon a civil engineer licensed in the State of Florida to arbitrate the matter, or shall agree to some other third party to arbitrate the matter or, in the event City and Developer cannot agree upon an arbitrator, each Party shall select an engineer licensed in the State of Florida to serve as that Party's arbitrator and the licensed engineers so selected shall select a third party, who may or may not be a licensed engineer in the State of Florida, said engineers so selected and said third party so selected to serve as a panel of arbitrators. The matter shall be submitted for binding arbitration to the arbitrator or panel of arbitrators so selected. The arbitrator or panel of arbitrators shall determine whether the Deficiencies exist and, if so, the appropriate remedy for such Deficiencies. The determination of the arbitrator or panel of arbitrators shall be final and binding upon the City and Developer.
- 3.4.12. Upon issuance (or deemed issuance) of the Final Completion Acknowledgment, Developer shall be entitled to a credit against Utility Connection Charges attributable to the Project in an amount equal to the Utility Improvement Costs (the "Utility Credits"). If the Utility Improvement Costs exceed the Utility Connection Charges (the "Excess"), then the City and Developer will cooperate to apply the Excess to other fees payable by Developer to the City in connection with the Project. Within thirty (30) days of issuance of the Final Completion Acknowledgment, City shall provide to Developer written confirmation of the amount of the Utility Credits and any other credits (the "Credit Notice") which such credits shall be valid for use in connection with any development of the

Property and shall be applicable until exhausted for a period ten (10) years from the Credit Notice.

4. **General Provisions.**

4.1. **Notice.**

4.1.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed 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 Communication complying with the terms of this paragraph:

4.1.1.1. For City:

City of Ocala
City Manager
110 S.E. Watula Avenue
Ocala, FL 34471

With Copy to:

City of Ocala
Growth Management Department
Attn: Karen Cupp
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

4.1.1.2. For Developer:

New Ocala, LLC
Attn: Andrew J. Held
8902 N. Meridian Street
Suite 205
Indianapolis, IN 46260

With Copy to:

Densborn Blachly LLP
Attn: Brian R. Bouggy
500 East 96th Street, Suite 100
Indianapolis, IN 46240

4.1.2. Each such Communication shall be deemed delivered:

4.1.2.1. On the date of delivered if by personal delivery;

4.1.2.2. On the date of facsimile transmission if by facsimile; and

4.1.2.3. If the Communication 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.

- 4.1.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by facsimile 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.
- 4.1.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
- 4.1.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 4.2. **Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.
- 4.3. **Litigation.** With respect to any litigation arising out of this Agreement, or to resolve any claims or controversies arising out of or in connection with this Agreement, then the non-prevailing party pay all reasonable costs incurred by the prevailing party, including reasonable attorneys' fees, suit costs and expenses, which attorneys' fees, suit costs and expenses shall include all such fees, costs and expenses incurred with respect to any trial level activities, bankruptcy proceedings, appellate proceedings, or post-judgment proceeding related thereto.
- 4.4. **Binding Effect.** The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their assigns. There are no representations or warranties other than those set forth herein.
- 4.5. **Severability.** In the event any provision or Paragraph of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability of the validity of the remaining provisions of this Agreement.
- 4.6. **Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.
- 4.7. **Successors and Assigns.** All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.
- 4.8. **Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The exclusive venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.
- 4.9. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 4.10. **Gender.** As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

- 4.11. **City Code.** No provision of this Agreement shall supersede or take precedent over any existing ordinances, regulations or codes of the City.
- 4.12. **Exercise of Rights.** All rights, power and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law.
- 4.13. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

THEREFORE, the parties have executed this Agreement on the day and year first written above.

ATTEST:

City of Ocala, a Florida municipal corporation

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
President, Ocala City Council

Approved as to form and legality

Robert W. Batsel, Jr.
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 _____, 2022, by Ire Bethea, Sr., 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

New Ocala, LLC, an Indiana limited liability company

By: BH Manager, LLC, an Indiana limited liability company, its Manager

By: Andrew J. Held, Manager

Date 8/29/2022

[Signature]
Witness Signature
Stephanie Boaler
Witness Printed Name
Greg Andres
Witness Signature
Greg Andres
Witness Printed Name

By

STATE OF Indiana
COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this August 29, 2022, by Andrew J. Held, as Manager of BH Manager, LLC, the sole Manager of New Ocala, LLC, an Indiana limited liability company, on behalf of the company.

[Signature]
Notary Public, State of Indiana
Name: Jenni Lea McNaughton
(Please print or type)
Commission Number: 710868
Commission Expires: 2/26/2024



Notary: Check one of the following:

- ☒ Personally known OR
☐ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

EXHIBIT A
Property

PARCEL 1:

LOTS 10, 11 AND 12, EXECUTIVE PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK T, PAGE(S) 11 THROUGH 13, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION CONVEYED IN WARRANTY DEED RECORDED JUNE 25, 1997, IN OFFICIAL RECORDS BOOK 2381, PAGE 766, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOT 12, EXECUTIVE PARK AS PER PLAT THEREOF RECORDED IN PLAT BOOK T, PAGE 11 THROUGH 13 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 15 SOUTH, RANGE 21 EAST, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 12 OF EXECUTIVE PARK (IDENTIFIED ON SAID PLAT AS P.R.M. NO 5), THENCE PROCEED SOUTH 89°14'48" WEST, ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 12, ALSO BEING THE SOUTH BOUNDARY LINE OF SAID SECTION 34, A DISTANCE OF 340.00 FEET TO THE SOUTHWEST CORNER OF TRACT "G" SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE CONTINUE SOUTH 89°14'48" WEST, ALONG SAID SOUTH BOUNDARY LINE A DISTANCE OF 291.42 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SW 39TH AVENUE (BEING 80.00 FEET WIDE), THENCE NORTH 01°08'17" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 8.62 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 114°37'39", THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ARC DISTANCE OF 200.06 FEET, THROUGH A CHORD BEARING AND DISTANCE OF NORTH 07°58'09" EAST, 168.33 FEET; THENCE DEPARTING SAID CURVE, NORTH 89°14'48" EAST, PARALLEL TO THE AFORESAID SOUTH BOUNDARY LINE OF LOT 12, A DISTANCE OF 264.93 FEET TO A POINT ON THE WEST BOUNDARY LINE OF SAID TRACT "G"; THENCE SOUTH 01°05'11" EAST, ALONG SAID WEST BOUNDARY LINE OF TRACT "G", A DISTANCE OF 175.00 FEET TO THE POINT, OF BEGINNING. SAID PARCEL LYING AND BEING SITUATE IN MARION COUNTY, FLORIDA.

PARCEL 2:

LOT 13, EXECUTIVE PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK T, PAGE(S) 11 THROUGH 13, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION FOR ROAD RIGHT OF WAY AS CONTAINED IN AMENDED ORDER OF TAKING RECORDED JUNE 11, 2012, IN OFFICIAL RECORDS BOOK 5688, PAGE 339, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED RIGHT OF WAY FOUND IN SECTION 34, TOWNSHIP 15 SOUTH, RANGE 21 EAST, RECORDED AS EXECUTIVE PARK, PLAT BOOK "T", PAGE S 11 THROUGH 13, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY FLORIDA. BEING THE EAST 20 FEET OF LOT 13 LYING ALONG SW 39TH AVENUE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 13 SAID POINT BEING THE POINT OF BEGINNING. THENCE SOUTH $89^{\circ}16'58''$ WEST, ALONG THE NORTH LINE OF LOT 13 A DISTANCE OF 20.00 FEET; THENCE SOUTH $01^{\circ}08'17''$ EAST TO THE PC OF A NON-TANGENT CURVE CONCAVED TO THE EAST A DISTANCE OF 166.11 FEET SAID CURVE HAVING A RADIUS OF 120.00 FEET WITH A CENTRAL ANGLE OF $116^{\circ}22'08''$ AND A CHORD BEARING AND DISTANCE OF SOUTH $0^{\circ}40'28''$ WEST, 203.94 FEET; THENCE: ALONG THE ARC OF SAID CURVE TO THE SOUTH LINE OF LOT 13 A DISTANCE OF 243.72 FEET. THENCE N. $88^{\circ}26'58''$ EAST TO THE WEST RIGHT OF WAY OF SW 39TH AVE. A DISTANCE OF 26.45 FEET. THENCE NORTH $01^{\circ}08'16''$ WEST TO THE PC OF A NON-TANGENT CURVE CONCAVED TO THE EAST A DISTANCE OF 8.08 FEET SAID CURVE HAVING A RADIUS OF 100.00 FEET WITH A CENTRAL ANGLE OF $121^{\circ}33'35''$ AND A CHORD BEARING AND DISTANCE OF NORTH $6^{\circ}46'25''$ WEST, 174.55 FEET; THENCE, ALONG THE ARC OF SAID CURVE FOLLOWING THE WEST RIGHT OF WAY OF SW 39TH AVE A DISTANCE OF 212.16 FEET TO THE PC OF A CURVE CONCAVED TO THE WEST SAID CURVE HAVING A RADIUS OF 40.00 FEET WITH A CENTRAL ANGLE OF $55^{\circ}08'44''$ AND A CHORD BEARING AND DISTANCE OF NORTH $26^{\circ}26'14''$ EAST, 37.03 FEET; THENCE ALONG THE ARC OF SAID CURVE FOLLOWING SAID RIGHT OF WAY A DISTANCE OF 38.50 FEET. THENCE NORTH $1^{\circ}08'16''$ WEST, ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING A DISTANCE OF 155.00 FEET.

EXHIBIT B
Utility Plan Alternative #1
(1 Pages Attached)



DATE: 06-13-22

OPTION #1 - LIFT STATION ACTIVATION

BIRGE & HELD OCALA
S.W. 40th AVENUE
CITY OF OCALA, FLORIDA



DAVIS DINKINS
ENGINEERING, P.A.

CERTIFICATE OF AUTHORIZATION #28150

2201 S.E. 30th AVENUE
 SUITE 302-1
 OCALA, FL 34471
 PHONE: (352) 854-5961

EXHIBIT C
Utility Plan Alternative #2
(/ Pages Attached)

N

SCALE: 1" = 300'
0' 150' 300'

S.W. 40th AVE.

EXISTING 8" P.V.C. SANITARY SEWER (TYP.)

EXISTING SANITARY MANHOLE (TYP.)

PT. 236+70.83

SUBJECT PARCEL(S)

SUBJECT PARCEL(S)

REMOVE/ABANDON
EXISTING WET-WELL
(NOT IN SERVICE)

EXTEND 8" P.V.C. SANITARY SEWER (TYP.)

PT. 227+1

PROPOSED SANITARY MANHOLE (TYP.)

PROPOSED LIFT STATION
(BY OTHERS)

INTERSTATE 75

DATE: 06-13-22

OPTION #2 - EXTEND GRAVITY SEWER

BIRGE & HELD OCALA
S.W. 40th AVENUE
CITY OF OCALA, FLORIDA



**DAVIS DINKINS
ENGINEERING, P.A.**

CERTIFICATE OF AUTHORIZATION #28150

2201 S.E. 30th AVENUE
SUITE 302-1
OCALA, FL 34471
PHONE: (352) 854-5961