DOCKET NO. 20210151-WS FILED 9/1/2021 DOCUMENT NO. 10035-2021 FPSC - COMMISSION CLERK

### BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application for Transfer of water and wastewater facilities of Sun Communities Operating LP d/b/a Saddle Oak Club to The City of Ocala and Request or Cancellation of Certificates 516-W and 448-S.

DOCKET NO.

Filed: September 1, 2021

# NOTICE OF TRANSFER OF SUN COMMUNITIES OPERATING LP D/B/A SADDLE OAK CLUB'S WATER AND WASTEWATER FACILITIES LOCATED IN MARION COUNTY, FLORIDA, TO THE CITY OF OCALA AND REQUEST FOR CANCELLATION OF CERTIFICATES

Operating LP Sun Communities d/b/a Saddle Oak Club ("Transferor" or "Utility") and hereby files this Notice pursuant to Section 367.071(4), Florida Statutes, as notice of the transfer of the water and wastewater facilities of the Utility in Marion County to the City of Ocala ("Transferee" or "City"), and requests the cancellation of the Certificates 516-W and 448-S issued to the Florida Public Service Commission Utility by the (the "Commission").

1. The name and address of the Utility and its authorized representative, for purposes of this Notice, are:

Sun Communities Operating LP d/b/a Saddle Oak Club
Authorized Representative:
F. Marshall Deterding
Sundstrom & Mindlin, LLP
2548 Blairstone Pines Drive
Tallahassee, FL 32301
850-877-6555
mdeterding@sfflaw.com

2. The name and address of the City of Ocala/Transferee and its authorized representative, for purposes of this Notice, are:

City of Ocala Authorized Representative: Robert W. Batsel, Jr., Esq. 1531 SE 36<sup>th</sup> Avenue Ocala, Florida 34471 352-867-7707

- 3. The City is a municipal corporation in Marion County, Florida which is authorized to furnish water and wastewater services to the public within the City of Ocala and adjacent Marion County. The City is a governmental authority exempt from Commission jurisdiction.
- 4. The City obtained from the Utility the most recent available 2020 Annual Report to the Commission.
- 5. The City and the Utility entered into an "Agreement Concerning Transfer of Water and Wastewater Utilities" on July 20, 2021 ("the Agreement") under which the City has acquired all of the water and wastewater assets of the Transferor. A copy of the Agreement is attached hereto as Exhibit A. This complies with the requirements of Section (2)(c) and (d) of Rule 25-30.038, FAC.
- 6. Under the terms of the Agreement, the City has 90 days to complete its interconnection of City facilities and to begin operation of the water and wastewater systems and billing the

utility customers ("City Commencement Date"). This exact date is currently solely within the control of the City. The City has recently informed the Utility that it anticipates delays in completing the necessary construction for interconnection and as such expects a Commencement Date beyond the originally planned 90 day period. The Utility will keep the Commission informed as we learn more about the expected City Commencement Date.

- 7. Subsequent to the City Commencement Date, the Utility will retain no assets that would constitute the systems providing or proposing to provide water or wastewater service to the public for compensation.
- 8. After the City Commencement Date, the Utility will submit a final bill to its customers.
- 9. The Utility has no outstanding customer deposits from customers as of the date of the Agreement.
- 10. There are no outstanding issues relevant to the water and/or wastewater facilities of the Utility pending before the Commission.
- 11. Within 30 days of the City Commencement Date, the Utility will file as Late File Exhibit B, the required forms to pay all outstanding regulatory assessment fees due from January 1, 2021 through the City Commencement Date. These will be filed with the

Commission's Division of Administrative Services, along with a check payable to the PSC for the full amount owed.

12. Section 367.071(4)(a), Florida Statutes, provides that the transfer of utility assets to a governmental authority shall be approved as a matter of right.

The Transferor respectfully requests that the Commission issue an order acknowledging that the utility facilities have been acquired by the governmental authority and that the Certificates of the Utility have been cancelled.

WHEREFORE, the Utility requests that the Commission:

- 1. Acknowledge the sale of the water and wastewater facilities of the Sun Communities Operating LP d/b/a Saddle Oak Club to the City of Ocala as set forth in this Notice; and
- 2. Cancel the Certificates of the Sun Communities Operating LP d/b/a Saddle Oak Club.

Respectfully submitted this  $1^{\rm st}$  day of

September, 2021, by:

F. Marshall Deterding

SUNDSTROM & MINDLIN, LLP

2548 Blairstone Pines Drive

Tallahassee, Florida 32301

(850) 877-6555

Attorney for Sun Communities Operating LP d/b/a Saddle Oak Club

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via email this 1st day of September, 2021, to:

General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850 KHETRICK@PSC.STATE.FL.US

Robert W. Batsel, Jr., Esq.

1531 SE 36<sup>th</sup> Avenue

Ocala, Florida 34471

RBatsel@ocalalaw.com

F. Marshall Deterding

Attorney for Sun Communities Operating LP

d/b/a Saddle Oak Club

### COMPOSITE EXHIBIT A

### ASSET PURCHASE AGREEMENT

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO

DATE: 07/29/2021 12:25:35 PM

FILE #: 2021103100 OR BK 7528 PGS 803-838

REC FEES: \$307.50 INDEX FEES: \$0.00

DDS: \$0 MDS: \$0 INT: \$0

This Instrument Prepared by and Return To: City of Ocala Growth Management Department 201 SE 3rd Street, Second Floor Ocala, Florida 34471 Attn:

Recording costs \$\_\_\_\_

### AGREEMENT CONCERNING TRANSFER OF WATER AND WASTEWATER UTILITIES

THIS AGREEMENT CONCERNING TRANSFER OF WATER AND WASTEWATER UTILITIES ("Agreement") is made on \_\_\_\_\_\_\_, 2021, by and between:

- Sun Saddle Oak, LLC, a Michigan limited liability company, ("Owner"), whose mailing address is 27777 Franklin Road, Suite 200, Southfield, MI 48034;
- City of Ocala ("City"), a Florida municipal corporation, whose mailing address for purposes of this Agreement is "Attention: Water and Wastewater Director, 1805 NE 30th Avenue, Building 600, Ocala, Florida 34470."

### WHEREAS:

- Owner is the owner or owners of certain real property (the "Property"), as described in Exhibit A, located within the unincorporated area of Marion County, Florida.
- В. Owner is the owner of the certain water and wastewater utility systems (defined below as the "Utilities") as described below, serving the Property and all renters ("Renters") residing within the Property known as "Saddle Oak."
- C. City has been awarded grant funding from the Florida Department of Environmental Protection, which will provide funding for the City's removal of the package plant serving the Property and design and construction of a sanitary sewer system.
- D. Owner desires to transfer ownership of the Utilities to City and grant City certain easements, as set forth herein, in exchange for City's agreement to perform the work described in the attached Exhibit **B** and **Exhibit C** and operate and perpetually maintain the constructed water and sanitary sewer systems.
- E. Pursuant to applicable law, City imposes conditions in return for providing water and wastewater service including, without limitation, requiring persons or property receiving water or wastewater service from City to adhere to appropriate criteria, standards and regulations (including land development regulations in accordance with state law) relating to design and construction of project infrastructure.
- F. City has agreed to provide water and wastewater service to the Owner and Renters pursuant to the provisions hereof.

NOW, THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Bill of Sale; Utilities. Owner, for and in consideration of the sum of Ten and 00/100 Dollars 1. (\$10.00) lawful money of the United States, to be paid by City, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto City all right, title and interest in and to the water and sanitary sewer systems located on and serving the Property (the "Utilities"), including, but not limited to, all water transmission, distribution, and other water facilities as well as sewer lines, mains, laterals, valves, pumps, pump stations, lift stations, manholes, package plant, and other related infrastructure or water system facilities, sanitary sewer system facilities or infrastructure serving the Property, but excluding the water well, to have and to hold the same unto the City forever. The Utilities are conveyed as-is, where-is, and Owner makes no warranty or representation as to the condition or location of the Utilities. Owner does, for itself and its heirs, executors and administrators, covenant to and with the City that it is the lawful owner of the Utilities; that the Utilities are free from all encumbrances; that Owner has good right to sell the Utilities, and that it will warrant and defend the sale of the Utilities, hereby made, unto City against the lawful claims and demands of all persons whomsoever.

### Grant of Water and Sewer Easement.

- 2.1. Owner hereby grants and conveys to City a perpetual nonexclusive easement over, across and through the portion of the Property as identified in the Sewer Connection Plan attached as <a href="Exhibit B">Exhibit B</a> (the "Sewer Easement Area") and the Draft Water Connection Plan attached as <a href="Exhibit C">Exhibit C</a> (the "Water Easement Area") for the construction, operation and maintenance of water and sanitary sewer and related facilities, which shall include the City Improvements and all water and sewer infrastructure at the Property including lateral sewer lines up to the cleanout and water lines up to the metered connection for each Resident site (the "Water and Sewer Facilities").
- 2.2. Owner grants and coveys to City a blanket easement over the Property for (a) the installation, operation, repair, maintenance and replacement of lateral sewer lines from the main sewer line to the cleanout for each Resident site; and (b) the interconnection, installation, operation, repair, maintenance and replacement of water lines from the City's water current line to the metered connection at each Resident site (the "Blanket Easement Area").
- 2.3. The easement rights granted herein specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access service to any Water or Sewer Facilities which may be constructed on the Water Easement Area and the Sewer Easement Area; (b) the right to clear the Easement Areas of trees, limbs, undergrowth or other physical objects (regardless of the location of the same) which in the opinion of City endanger or interfere with safe and efficient use of the rights granted herein; and (c) all other rights and privileges reasonably necessary or convenient for the safe and efficient use of the easement rights granted herein. Buildings, structures or obstacles (except fences and unpaved roads) shall be located, constructed, excavated, or created on the Water Easement Area or the Sewer Easement Area without the prior written approval of the City of Ocala Water Resources Department. Notwithstanding the foregoing, any improvements located on the Property as of the date this Agreement that encroach on the Water Easement Area

or the Sewer Easement Area shall be permitted to continue in place and shall not be considered a violation of the City's easement rights granted hereunder.

- 3. Additional Easement Provisions. Each Easement granted by Owner hereunder shall include or be subject to the following:
  - 3.1. Owner represents and warrants that Owner is the owner of the Property, has full and complete authority to enter into this Agreement, and that upon the execution, delivery and recording of this Agreement in the Public Records of Marion County, Florida, the obligations of Owner hereunder shall be valid and binding obligations upon Owner and any successors in title to the Property or any portion thereof.
  - 3.2. In the event that City, in exercising rights granted in connection with an Easement, damages the Property or Owner's or Renter's improvements now or hereafter located within an Easement Area, City shall, at its sole costs and expense, repair the damaged improvements by restoring them to substantially the same condition in which they existed before the damage.
  - 3.3. No Easement granted to City hereunder shall permit City to encumber the Easement Area or any portion of the Property with liens arising from the construction, or operation or maintenance of any facilities City is permitted to construct, operate or maintain within an Easement Area. Further, City shall not suffer, or permit any construction lien to be placed upon or against any easement area or portion of the Property in connection with the foregoing activities. If any such construction lien is filed, City shall promptly take appropriate action to cause such lien to be terminated or satisfied, including filing a notice of contest to such lien or transferring the lien to security.
  - 3.4. Notwithstanding anything to the contrary in Section 2 or Section 3 of this Agreement, the City acknowledges that the grant of the easement or subsequent thereof shall not prevent, impede or otherwise hamper Owner's use, operation and management of the Property.
- 4. **City Improvements**. City hereby covenants and agrees as follows:
  - 4.1. City, at its own costs, will design, permit and construct the improvements and work described in the Sewer Connection Plan Set attached hereto as **Exhibit B** (the "City Sewer Improvements"). City will commence the design, permitting and construction of the City Sewer Improvements promptly after the Effective Date of this Agreement, and will pursue completion of such construction with reasonable diligence.
  - 4.2. City will, at its own cost, dismantle and remove the wastewater treatment plant(s) and related Utilities on the Property that City does not intend to utilize as part of the Sewer Facilities, and return the Property to a natural undisturbed condition, including filling in any pond drained or rendered unnecessary by the City Improvements and/or this Agreement.
  - 4.3. City, at its own costs, interconnect its water service system with the water system facilities currently on the Property, and will design, permit and construct any improvements or work determined necessary for the Draft Water Connection Plan Set attached hereto as **Exhibit C** (the "City Water Improvements"). City will

- install meters and modules at each Resident site and permit Owner to retain its meters. City will phase in the water service over approximately 90 days.
- 4.4. City will, at its own cost, valve off the current well and maintain for reserve use, dismantle and remove the water tank and other above surface well structures and improvements and any other Water Utilities on the Property that City does not intend to utilize as part of the Water Facilities and return the Property to a natural undisturbed condition. The recommissioning of the well and installation or construction of any other part of the Water Facility shall require the Owner's prior written approval.
- 5. **Maintenance**. City hereby agrees to perpetually operate, maintain and repair the City Improvements and Water and Sewer Facilitates at its own costs, including necessary maintenance and repair to prevent infiltration, inflow and exfiltration of the Water and Sewer Facilities.
- 6. **Billing**. Upon construction of the City Improvements pursuant to Section 4 and connection pursuant to Section 7, City will serve as the water and sanitary sewer utility provider to Owner and all Renters. City will perform monthly meter readings and issue its own monthly invoice to Owner and each Renter for water and sanitary sewer consumption based Owner's and each Renter's water consumption. Upon request, Owner shall provide City with each current Renter's name and address to assist Renters in establishing individual water/sewer accounts with the City. Based upon this data as applied to then-current residential rates in effect and the 25% extraterritorial surcharge, City will invoice Owner and each Renter directly for water and sanitary sewer consumption.
  - 6.1. City will phase in the water service over 90 days from the date of this Agreement. Owner agrees to continue water service until City completes the water system interconnect. City shall not bill for water service until the Water Connection Plan is completed, City begins to provide water service to Residents, and notifies Owner.
  - 6.2. Renters establishing individual accounts, including future Renters, will not be charged any deposit or fee associated with the creation such an account.
  - 6.3. Parties acknowledge that should the Property be annexed or otherwise incorporated into the City of Ocala or should Owner submit a request for future annexation in the form required by City, the 25% exterritorial surcharge will not be assessed as part of the water and sanitary sewer consumption charge calculated under this Agreement.
- 7. **Owner's Agreements**. Owner hereby covenants and agrees as follows:

### 7.1. Connection.

7.1.1. City shall connect the Sewer Facilities to City's wastewater system and the Water Facilities to City's water system. Owner shall not be charged nor pay City a tap, impact or other connection fee to connect to the water or wastewater system. The foregoing sentence is applicable to the 376 existing Renters or sites, as well as any additional connections added within the Property provided Owner constructs and installs the lateral lines from the new sites to the main sewer line. For

- illustrative purposes, <u>Exhibit D</u> attached hereto provides Owner's conceptual plan for new sites to be added at the Property.
- 7.1.2. Owner shall pay all fees associated with the recording of this Agreement in the Public Records of Marion County, Florida.
- 7.2. Compliance with Land Development Regulations.
  - 7.2.1. Owner acknowledges that pursuant to applicable law:
    - a. Owner must hereafter adhere to City's criteria, standards and regulations (including the land development regulations of the Code of Ordinances of City of Ocala, Florida) relating to design and construction of project infrastructure for the Property, but only to the extent that any such work will impact the Water and Sewer Facilities; and
    - b. Unless the Property is annexed, Owner may also be required to adhere to Marion County's criteria, standards and regulations relating to design and construction of project infrastructure for the Property as they are applicable to the Water and Sewer Facilities.
  - 7.2.2. To the extent they may impact Owner's use of the Water and Sewer Facilities, Owner shall notify City prior to requesting any comprehensive plan amendments, rezonings, subdivision or site plan approvals, building permits, or other development orders from Marion County concerning the Property.
- 8. Appointment of Power of Attorney; Lien.
  - 8.1. Owner hereby grants and conveys to the City Engineer of City, including the successors or designee of such City Engineer, an irrevocable special power of attorney to exercise any and all rights of Owner, and any successors in interest to Owner, including any purchasers, mortgage holders, lien holders or other persons who may claim an interest in the Property to do the following, and only the following:
    - 8.1.1. Perform all obligations of Owner under paragraph 7.2, above.
  - 8.2. This power of attorney shall be considered a power coupled with an interest and may not be terminated except upon the written consent of City specifically referring to this Agreement.
  - 8.3. This Agreement and the power of attorney granted hereunder touch and concern the Property, and shall bind and run with the Property, and constitute an encumbrance thereon.
  - 8.4. Owner hereby grants City a lien to enforce the obligations of Owner under paragraph 7.2 of this Agreement.
- 9. City's Agreements. City hereby covenants and agrees as follows.
  - 9.1. City shall permit Owner to connect its water or wastewater facilities on the Property to City water and wastewater services at no cost to Owner upon:

- 9.1.1. City's completion of the work described in **Exhibit B** and **Exhibit C**; and
- 9.1.2. Adherence to all other provisions of City Code and this Agreement concerning such connections.
- 9.2. City shall thereafter provide the Owner and Renters water and wastewater service subject to Owner's and each Renter's obligation to pay all charges associated with such service and adherence to all other provisions of City Code and this Agreement concerning such service.
- 9.3. City warrants that there is adequate capacity for the connection to the City's water system and wastewater system, including capacity for any future development on the Property.
- 9.4. City shall design, install, operate, maintain and repair the City Improvements and Water and Sewer Facilities as provided herein.
- 10. **Subject to City Ordinances.** Nothing in this Agreement shall supersede or take precedence over any existing ordinances, regulations or codes of City.
- 11. Attorney's Fees. If any legal action or other proceeding (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, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 12. **Negation of Partnership**. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among any of the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprises. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so in this Agreement.
- 13. 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 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.
- 14. Notices.

- 14.1. All notices, requests, consents and other communications 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 notice complying with the terms of this paragraph:
  - 14.1.1. If to Owner: Sun Saddle Oak, LLC c/o NRAI, Inc., 1200 South Pine Island Road, Plantation, Florida 33324.
    - a. With a copy to: James Hoekstra, Sun Communities, 27777 Franklin Rd., Suite 200, Southfield, MI 48034.
    - b. With a copy to: Trey Brice, Esquire, Jaffe Raitt Heuer & Weiss, P.C., 27777 Franklin Rd., Suite 2500, Southfield, MI 48034.
  - 14.1.2. If to City: City of Ocala, Attn: Water and Wastewater Director, 1805 NE 30th Avenue, Building 600, Ocala, Florida 34470.
    - a. With a copy to: Robert W. Batsel, Jr., City Attorney, 1531 SE 36th Avenue, Ocala, Florida 34471.
- 14.2. Each such notice shall be deemed delivered:
  - 14.2.1. On the date delivered if by personal delivery;
  - 14.2.2. On the date of facsimile transmission if by facsimile; and
  - 14.2.3. If the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing.
  - 14.2.4. 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.
- 14.3. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
- 14.4. 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.
- 15. **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.

- 16. **Severability Clause**. The provisions contained in this Agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
- 17. **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.
- 18. **Entire Understanding; Amendments.** 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. 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 both parties.

INTENTIONAL PAGE BREAK - SIGNATURES FOLLOW

first written above.	, ,
Carmin Peterson	Sun Saddle Oak, LLC, a Michigan limited liability company
CARMEN PETERSON Print Witness Name	By: Sun Communities Operating Limited Partnership, a Michigan limited partnership, Sole Member
Witness Name Witness	By: Sun Communities, Inc., a Maryland corporation, General Partner
Sara Herr Print Witness Name	Its: PRESIDENT & COO
	11133.03.1
STATE OF MI COUNTY OF WAYNE	
online notarization, this 12th day of July PRESIDENT & COO for Sun Communities,	ged before me by means of physical presence or , 2021, by <u>JOHN MCLAREN</u> , as Inc, a Maryland corporation, the general partner of Sun Michigan limited partnership, the sole member of Sun pany.
	Notary Public, State of MI Name: KIMBERLY C. Do SON (Please print or type)
Notary: Check one of the following:  Personally known OR  Produced Identification (if this box is checked  Type of Identification Produced:	

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year

A TEMPE CATE	CITY
ATTEST:	City of Ocala, a Florida municipal corporation
Angel B. Jacobs  Angel B. Jacobs	Justin Grabelle
Cit Leferk	President, Ocala City Council
Approved as to form and legality	
Robert W. Batsel, Jr.	
City Attorney	*
STATE OF FLORIDA	GOO RE WITH
COUNTY OF MARION	COUNTY, COPY
The foregoing instrument was acknowledge	ed before me by means of physical presence or
online notarization, this 33 day of	, 2021, by Justin Arabelle, as
	Florida, a Florida municipal corporation, on behalf of
the City.	
_	Notary Public, State of Florida
PAMELA A OMICHINSKI	Name: Paneus A 19MIEHINSKY
Commission # GG 324411  Expires April 18, 2023	(Please print or type)
Or a Communication of the State	C. I. S. I. Cana
	Commission Number: <u><b>GG32441</b></u>
Notary: Check one of the following:	Commission Expires: 4 16 23
Personally known OR	
Produced Identification (if this box is checked,	fill in blanks below).
Type of Identification Produced:	

ACCEPTED BY CITY COUNCIL

OFFICE OF THE CITY CLERK

# EXHIBIT A PROPERTY

The following real property situate in Marion County, Florida, to wit:

### Parcel 1:

Commence at the center of Section 4, Township 16 South, Range 21 East, Marion County, Florida, run N 00°15'37" E along the East line of the N.W. ¼ of said Section 4, 488.66 feet to the Point of Beginning; thence S 89°56'18" W 489.72 feet; thence N 00°15'45" E, 571.13 feet; thence S 89°56'18" W, 140.00 feet; thence N 00°15'45" E, 20.00 feet, thence S 89°56'18" W 556.32 feet; thence S 00°15'45" W, 15.00 feet; thence S 89°56'18" W, 140.00 feet to a point in the West line of the East ½ of the said N.W. ½; thence N 00°15'45" E along the said West line, 255.00 feet to the N.W. corner of the South ½ of the said N.W. ½; thence N 89°56'18" E, along the North line of the South ½ of the said N.W. ¼, 1326.57 feet; thence S 00°15'37" W, along the East line of the said N.W ½, 831.34 feet to the Point of Beginning.

### Parcel 2:

Beginning at the center of Section 4, Township 16 South, Range 21 East, Marion County Florida, run N 89°56'18" E, along the South line of the N.E. ¼ of said Section 4, 503.09 feet; thence S 41°33'45" W, 1165.88 feet (measured as S 41°30'45" W 1166.94 feet), thence S 48°26'15" E, 250.00 feet to a point intersecting the Northwesterly right-of-way line of State Road S-200 (100 foot right-of-way); thence S 41°33'45" W, along said right of way line 60.00 feet; thence N 48°26'15" W, 250.00 feet; thence S 41°33'45" W, 210.00 feet; thence S 48°26'15" E, 20.00 feet; thence S 41°33'45" W, 310.00 feet; thence S 88°44'02" W, 29.42 feet thence S 89°56'49" W, 663.75 feet; thence N 00°15'45" E, 2383.51 feet; thence N 89°56'18" E, 140.00 feet; thence N 00°15'45" E, 15.00 feet; thence N 89°56'18" E, 556.32 feet; thence S 00°15'45" W, 20.00 feet; thence N 89°56'18" E 140.00 feet; thence S 00°15'45" W 571.13 feet; thence N 89°56'18" E, 489.72 feet; thence S 00°15'37"W, 488.66 feet to the Point of Beginning.

### LESS AND EXCEPT:

The Southeasterly 35 feet of that portion of the following described property abutting and as measured at right angles to State Road 200:

Commence at the Center of Section 4, Township 16 South, Range 21 East, Marion County, Florida (said Center being 2654.14 feet North 89°54'56" E of the W ½ of corner of said Section 4); thence North 89°54'56" E along the North line of the S.E. ½ of said Section 4 a distance of 503.09 feet (deed and calculated): thence S 41°33'00" W 1165.33 feet (deed and calculated) for the Point of Beginning; thence S 48°27'00" E 250.00 feet deed (253.38 feet by calculation as shown on Department of Transportation Right of Way Map Section 36100.252 1, hereimafter referred to as D.O.T. Map) to the existing Northwest right of way line of State Road 200 (a 100 foot right-of-way): thence S 41°33'00" W along said right of way line 60 feet (deed and calculated); thence N 48°27'00" W 250.00 feet -deed (253.38 feet D.O.T. Map); thence N 41°33'00" E 60 feet (deed and calculated) to the Point of Beginning.

AND

### Saddle Oak

Being more particularly described as follows:

BEGINNING at the Southeast comer of the Northwest 1/4, of Section 4, Township 16 South, Range 21 East, Marion County, Florida; thence coincident with the South Boundary of the Northeast 1/4, of said Section 4, N 89°57'28" E a distance of 502.60 feet; thence departing said South Boundary, S 41°30'45" W a distance of 1166.94 feet; thence S 48°29'48" E a distance of 215.05 feet to a point on the Northwesterly Right-of-way Boundary of College Avenue (State Road 200); thence coincident with said Northwesterly Right-of-way Boundary, S 41°30'37" W a distance of 60.00 feet; thence departing said Northwesterly Rightof-way Boundary, N 48°29'19" W a distance of 215.00 feet; thence S 41°57'30" W a distance of 208.60 feet; thence S 48°31'28" E a distance of 19.87 feet; thence S 41\*25'27" W a distance of 310.08 feet; thence S 84°56'35" W a distance of 29.71 feet to a point on the North Boundary of Block 1, BAHIA OAKS UNIT NO. 1, as recorded in Plat Book L, Page 65 of the Public Records of Marion County, Florida; thence coincident with said North Boundary. S 89°56'57" W a distance of 663.49 feet to a point on the West Boundary of the East 1/2 of the Northwest 1/4, of said Section 4, (also being the East Boundary of said Block 1 for approximately 659.77 feet per plat); thence coincident with said West Boundary, N 00°13'25" E a distance of 2639.02 feet to a point on the North Boundary of the South 1/2 of the Northwest 1/4, of said Section 4; thence coincident with said North Boundary, N 89°54'03" E a distance of 1326.08 feet to a point on the East Boundary of the Northwest 1/4, of said Section 4; thence coincident with said East Boundary, S 00°07'52" W a distance of 1318.92 feet to the POINT OF BEGINNING:

Containing 3417529.45 square feet, 78.456 acres more or less.

# **EXHIBIT B**

# OF OC TANDON COUNTS, FLORES

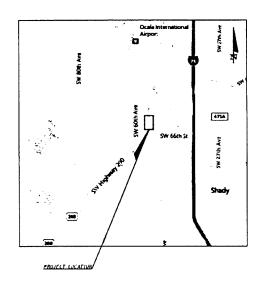
CITY ENGINEER'S OFFICE

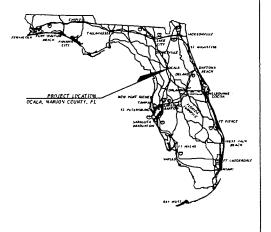
### CONTRACT PLANS

ITB NO. XXXX-XXXX

### SADDLE OAK SEWER CONNECTION

100% PLANS FOR CONSTRUCTION OATE: 10/21/2020





SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	GENERAL HOTES
4	CENERAL NOTES, CONTROL POINTS. DETAILS LIST
5	DEMOLITION PLAN
6	EASEMENT LOCATION
7	FASEMENT LOCATION CONTINUED
5	PLAN ISTA D-00 TO 3+001
9	PLAN ISTA 3:00 10 8:20
10	PLAN (STA. 8+20 TO 12+50)
11	PLAN (STA. 12+50 TO 14+62)
12	LIFT STATION SITE PLAN
13 19	NOK-STANDARD DETAILS 55-20A THROUGH 55-2UG

INDEX

# Know what's hollows. Call Sti lesters you dis.

	REVISIONS		HECTOR A. COLON, PE	PREPARED 81	PROJECT NO 1933/	SHEET
DATE	DESCRIPTION DATE	DESCRIPTION	P.E. LICENSE NUMBER 8-1007		PROJECT NAME SADDLE DAK SEWER CONNECTION	NO
			CITY OF OCALA, FLORIDA			<b></b>
			1805 NE 301 H AVENUE OCALA, FLORIDA 34470	ULALA	KEY SHEET	, ,
			ULALA, FLURIDA 34470	CITY ENGINEER'S OFFICE		, ,
L	<u> </u>			R clist > Register 10 7177070	3:39:59 PM September and new message processes and the first time to the contract of the contr	

### LOCAL UTILITIES

PHONE NUMBER	EMERGENCY
(352) 351 6733	
(352) 237-410/	
(352) 351-6772	(352) 351-6775
(888) 269-9693	
(352) 368-8817	
(352) 622-0112	(352) 622-0111
	(352) 351 6733 (352) 237-4107 (352) 351-6777 (988) 269-9693 (352) 368-8617

GOVERNING DOCUMENTS:
U.S. Department of Transportation, Namual on Uniform Traffic Control Devices (7009 Version with Revisions)

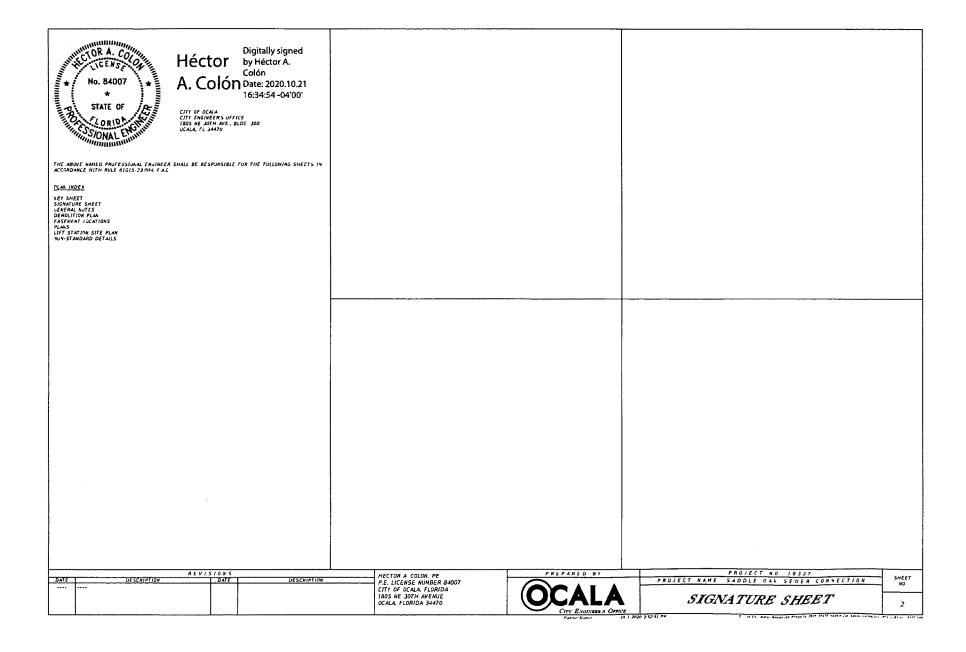
Florida Department of Transportation, Standaru Plans for Road and Bridge Construction (FT 2020-2021 Version)

Florida Department of Transportation, Standard Specifications for Road and Bridge Construction (July 2020 Version)

Fluida Department of Transportation, Natural of Uniform Hummon Standards for Design, Construction, & Naintenance of Streets & Highways "Fluida Green Book" (2016 Version, Effective June 2017)

City of Ocala, Land Development Code (Ft 2020-2021 Version)

City of Ocala. Standaru Specifications For Construction of Streets. Stormwater, Traffic, Water & Sewer Infrastructure (October 2018 Version)



- GENERAL NOTES:

  1. ALL CONSTRUCTIONS SHALL BE IN ACCORDANCE TO THE LATEST CONTION OF THE CITY OF OCALA'S "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS, STORMWATER, TRAFFIC, WATER & SEWER INFRASTRUCTURE"
- 2. ALL UNSUITABLE MATERIALS ENCOUNTERED SHALL BE DISPOSED OF AND REPLACED WITH APPROVED MATERIALS.
- 1. NEW WATER MAIN TO BE INSTALLED AT 36 DEEP ININ.) TO TOP OF PIPE EXCEPT WHERE VERTICAL ADJUSTMENTS ARE REQUIRED TO AVOID CONFLICTS. SEE ALSO NOTES 14 AVD 15 BELOW.
- 4. ALL UTILITIES SHOWN ON THESE PLANS HAVE BEEN PLOTTED FROM THE BEST AVAILABLE RECORDS. HOWEVER, IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THEIR IOCATIONS AND CONDITIONS FROM THE UTILITY AGENCIES PRIOR TO CONSTRUCTION.
- S. EXCAVATED MATERIALS SHALL BE LOADED ONTO DUMP TRUCKS DIRECTLY BEHIND THE EQUIPMENT AND HAULED OFF TO THE DESIGNATED SITE. TRAFFIC CUNTRUL MEASURES SHALL BE PLALED ACCUADINGLY TO ACCUMMODATE THIS PROVESS.
- 6 INSTALL INLET PROTECTION DEVICES AT ALL INLETS TO MINIMIZE DEBRIS ENTERING THE STORM DRAIN SYSTEM TAS APPROVED BY FDEPS
- 7 THE TRAFFIC CONTROL PLAN FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" INUITED; THE FORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS (STANDARD INDEXES) INDEXES #102-600 THRUUGH #102-660, LATEST EDITION; AND ANY REQUIREMENTS OF THE CITT OF OCALA THAT MEET OR EXCEED ANY OF THE ABOVE.
- 8. UNIFSS OTHERWISE SPECIFIED ON THE PLANS, THE LONGACIOR SHALL MAINTAIN TWO LANES OF TRAFFIC IN EACH DIRECTION FOR THE DURATION OF THE PROPERTY THE CONTRACTOR MAY UPON APPROVAL OF THE ENGINEER IN CHARGE, RESTRICT TRAFFIC TO ONE-WAY OPENATION FOR SHORT PERIODS OF TIME PROVIDED THAT ADEQUATE MEANS OF TRAFFIC CONTROL ARE EFFECTED AND TRAFFIC IS NOT UMREASONABLE DELAYED.
- 9 CONTRACTOR TO REPAIR OR REPLACE ALL PAVEMENT MARKINGS, TRAFFIC LOOPS OR HOMERUNS THAT ARE DAMAGED DURING CONSTRUCTION
- 10. THE CURTRACTUR SHALL BE RESPONSIBLE TO MAINTAIN ACCEPTABLE ACCESS TO ALL BUSINESSES AND RESIDENCES ALONG THE PROJECT ROUTE WHEREVER CONSTRUCTION INTERFERES WITH THE EXISTING MEANS OF ACCESS. FLAGMEN SHALL BE USED WHEN NO ALTERNATE ACCESS IS POSSIBLE.
- II THE REQUIRED TRAFFIC CONTROL DEVICES, WARNING DEVICES. AND BARRIERS SHALL BE ERECTED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION WHICH MAY CREATE ANY HAZARDOUS CONDITION THE CONTRACTOR SHALL IMMEDIATELY REMOVE OR COVER ANY DEVICE WHICH DOES NOT APPLY TO THE EXISTING CONDITIONS.
- 12. THE CONTRACTOR SMALL HAVE A STATE OF FLORIDA CERTIFIED MAINTENANCE OF TRAFFIC SUPERVISOR WITH THE RESPONSIBILITY OF MAINTAINING THE PESTITIONING AND CONDITION OF ALL TRAFFIC CONTROL DEVICES, WANTING DEVICES AND BANKIERS THROUGHOUT THE DOLARITOR OF THE PROJECT. THE MINIMER IN CHARGE SHALL BE EXPT INVISED AS TO THE IDENTIFICATION AND MEMBERS OF CONTRACTIVE THIS EMPLOYEE ON A 22-HOUR BASIS.
- 13 ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION
- 14. THE LUKTRACTOR SHALL BE NOISE SENSITIVE FOR HIGHT OPERATIONS.
- 15 CONTRACTOR TO PERFORM HYDROSTATIC TESTING OF WATER MAIN AND WATER SERVICES
- IO NEW OR RELICCIE DE WATER MAINS STALL BE LAID TO PROVIDE A MORLICATAL DISTANCE OF AT LEAST I FEST AND PREFERREL 10 FEST. RETWEEN THE NUTSIDE OF THE WATER WINA MAD THE OUTSIDE OF ANY CLISTING CHANTIT. SEWER SEVER FORCE HAIN, OR RECLAIMED WATER MAINS THE MINIMUM HOUSZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TIPE SANTARY SEWERS SHALL BE REDUCED TO 3 FEST WHERE BOTTON OF THE WATER MAIN IS JAID AT LEAST 10 INLINES ADOVE THE TOP OF THE SEVER NEW OR PRICLATED UNDFRACAULD WATER MAINS EXCUSSING AN EASISTLAD OF THE GRAVITY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCINES AND PREFERRALT 12 INCINES ABOVE OR AT LEAST 12 INCINES BELOW THE OUTSIDE OF THE OTHER PIPE LINES.
- 17 AT THE UTILITY CROSSINGS ONE BUILLIENGTH OF WATER HAIN PIPE SHALL BE CENTERED ABOVE OR RELOW THE CROSSING PIPELINES SO THAT WATER LINE NITTE STATE AS FAR AS POSSIBLE FROM THE CROSSING PIPE. PIPE CROSSINGS SHALL BE ARRANGED SO THAT ALL WATER MAIN DONTS ARE AT LEAST 3 FEET FROM JOINTS AN EACHDI-LITPE RECLAIMED WATER SEWER MAINS AND AT LEAST 6 FEET FROM ALL DONTS IN GRAVITY SEWERS AND SEWER FORCE MAINS
- IN WATER HETER SERVICES HAY BE REMOVED/ADDED BASED ON ACTUAL FIELD CONDITIONS
- 19 ACTUAL LOCATIONS AND SIZES OF WATER MAINS AND METERS MAT VARY FROM WHAT IS SHOWN CONTRACTOR IS RESPONSIBLE FOR FIELD VISIT PRIOR TO BID.
- 20 TAPS MAY BE DELETED IF NEW MAIN CAN BE CONNECTED DIRECTLY TO OLD MAIN VIA PIPE-SLEEVES AND/OR EXISTING VALVES
- 21 II IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE EXISTING SEWER LATERALS. CITY MAY PROVIDE AS-BUILTS IF REQUESTED
- 22 where water meters are to be rejocated, the cost of material and labor to relocate the meter bod to the new location shall be cussidered part of the rejocation cost and shall include inter rejocations within 20 of the original location. For rejocations water than 20 from the did location, to rejocations dust than 20 from the did location, the cost of labor and material shall be included by the cost from from the children service to HELCCATED VELLER
- 23 WHERE NON-STANDARD METER BOXES ARE FOUND, THE CONTRACTOR SHALL REPLACE THE EXISTING METER BOX WITH A STANDARD GULF BOX. UNIT PRICE SHALL INCLUDE ALL MATERIALS ACCESSARY TO REMOVE AND REPLACE THE METER BOX.
- 24. WHERE WATER MAINS AND APPURTENANCES ARE TO BE ABANDONED, THE CONTRACTOR SHALL ABANDON THE SYSTEM AS FOLLOWS.
- 25. WATER VALVES REHOVE ALL WATER VALVES ON ABANDONED WATER MAINS WHERE WATER MAINS CAN BE SHUT DOWN OR REDUCED TO A WORKABLE FLOW FOR WATER MAINS THAT CANNOT BE SHUT DOWN FOR VALVE REMOVAL, THEN THE COVERACTOR SMALL CLOSE THE VALVE, REMOVE VALVE BOT, CUT AND CAP PIPES ON DOWNSTREAM SIDE OF THE VALVE.
- 26. FIRE HYDRANTS. REMOVE ALL FIRE HYDRAYT ASSEMBLIES IFROM VALVE TO HYDRANTI ON EXISTING MAINS WHICH ARE TO BE ABANDONED AND FAP TEE.
- 27 WAIER SERVICES CLOSE SERVICE VALVE AI WAIER MAIN, THEN CUT AND CAP SERVICE PIPE AT SERVICE VALVE NEMOVE ALL METER MOXES, AND CAP ALL PIPES LEFT IN PLACE.
- 28 WATER MAILS REHOVE PIPE WHERE REJUIRED FOR CONSTRUCTION. WHERE PIPES ARE LEFT IN PLACE, CAP ALL EXPOSED PIPES WHERE PIPES LEFT IN PLACE ARE CUT, SMOKEN, OR DAMAGED, THE PIPE IS TO BE COUT AND PIPE SHOT TO BE LAPPED. ACCORDINGLT, IT REQUIRED FOR PIPES IN FOUT MIGHT-OF-WAT, THEN REGULA ALL MANDAGED PIPES AND FILE WITH FLOWERED FILL.
- 29. WHERE PAVENENI HAS TO BE RENOVED, REPLACE PAVENENT IN ACCORDANCE WITH DETAIL 178-6 IS TO PROPERTY ABADON THE WATER MAIN, PAVENEYT IN FOOT RIGHT-OF-WAY SHALL BE REPLACED TO FOOT STANDARDS IN ACCORDANCE WITH PERMIT REJUIRENENTS. RE-STRIPE PAVEMENT AS REQUIRED.
- WHERE ? WATER HAINS ARE CALLED FUR UY THE PLANS. INSTALL STANDARD ? PPC WATER HAINS IN ALL CITY RIGHT OF WAS AND ?" HOPE IN ALL FOUT RIGHT OF WATS FOR ALL DRIVEWAN AND STREET FRANSINGS, CITY AND FOOT, DIRECTIONAL BORE ?" HOPE, AT THE DISCRETION OF THE ENGINEER. UNDERCTIONAL BORES MAI BE ESTENDED BETWEEN REQUIRED HOMES TO AVOID MULTIFIET PRANSITIONS RETWEEN PIPE MATERIALS IN A SHORT AREA OF PIPE

- ENVIRONMENTAL NOTES:

  1. THE CITY OF LAAD PREMITS UNDER A FOEP WADES WENERAL PERMIT: THAT REQUIRES THE CITY AND, IN TURN, ITS CONTRACTORS TO FOLLOW CERTAIN
  ENVIRONMENTAL PRACTICES AND PROCEDURES TO PREVENT THE POLIUTION OF THE CITY'S GROUNDWATER AND STORMMATER SYSTEM
- 2. ALL WATER COLLECTED AND PUMPED DURING TRENCH DEWATERING ACTIVITIES SHALL BE DISPOSED OF IN UPLAND AREAS INIC DISCHARGE LOCALIONS THAT HALL BE A MINIMUM OF 75 FEET FROM THE NEAREST WATER BODY OR WETLAND AREA TO ALLOW FOR MAXIMUM OVERLAND FILTRATION OF SGIL PARTICLES.
- STAKED SILT SCREEN, TURBIDITY BARRIERS OR OTHER PERIMETER CONTROL NETHODS APPROVED BY FDEP SHALL BE UTILIZED AS SILT BARRIERS AND PLACED IN LOCATIONS SHOWN ON THE PLACE AND AT OTHER LOCATIONS AS RECUIRED TO KEEP SEDIHER FROM REACHING PRIVATE PROPERTY THES CHARRIERS SHALL BE INSTILLED BEFORE TO SHE CONTRACTOR SHALL HONITOR AND MAINTAIN ALL SILT BARRIERS AND FENCING INCLUDING DAILY INSPECTIONS TO CHECK THEIR INTEGRITY ANY LOUSF OR DAMAGED SILT BARRIERS AND FENCING SHALL BE IUNEDIATELY REPAIRED OR REPLACED AS NECESSARY, ONCE CONSTRUCTION IS COMPLETED AND FINISHED GRADING AND STABILIZATION HAS BEEN ACHIEVED, SILT BARRIERS AND FENCING SHALL BE COMPLETELY REMOVED TO THE SATISFACTION OF THE ENGINEER AND BEFORE
- THE CONTRACTOR SHALL WET REBUYE AN TREES WITHOUT CORDINATING SUCH REMOVAL WITH THE ENGINEER IF ANY TREES ARE REMOVED IN WETCAND WHISTORICITIONAL OR NATIO-VECTOR WAS AREAS WITHOUT PROPER WITHOUTZATION CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARATION DETAILED.
  RESTORATION AND, OR MITIGATION FLAM, SUBMITTING FLAN TO AND UBTAINING APROVAL FRUVI GROW, WATER MANAGEMENT DISTRICT, LITT, WAVER AND ENGINEER, AND COMMETTING ANY MONTHOUT AND FER OFFICE WAS AND COMMETTING ANY FORWARD AND FOR THE PROPERTY INFORMED AS A RESULT OF TREE REMOVAL.

- THE CONTRACTOR SHALL.

  5 MANDEL COLLECT. AND DISPOSE OF MAZARDOUS MATERIALS. SANITARY WASTE. AND CONSTRUCTION WASTE MATERIALS ACCORDING TO THE APPLICABLE STATE LAWS AND REGULATIONS, CITY UNDINANCES. OR AS DIRECTED BY THE CITY.
- 6 DESIGNATE AN AREA FOR DISCHARGE OF SURPLUS CONCRETE AN CONCRETE TRUCK DRUM WASH WATER INSTALL A CONTAINMENT BERY AROUND THIS DESIGNATED AREA TO PREVENT RUNOFF BEYOND THE DESIGNATED AREA ALL SURPLUS CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO FINAL INSPECTION.
- 7 STORE AND USE PETROLEUM AND OTHER HAZARDOUS PRODUCTS ACCORDING TO RECOMMENDED PROCEDURES.
- FOLIOW GOOD HOUSEKEEPING PRACTICES TO HIMIMIZE THE RISK OF SPILLS OR UNINTENDED FAPOSURE OF PETROLEUN AND OTHER HAZARDOUS NATERIALS TO STGRMWATER RUNOFF OR SEEPAGE INTO THE GROUNDWATER
- 9 HAVE PRE-PREPARED PROCEDURES CLEARLY POSTED FOR SPILL CONTAINMENT AND CLEAN-UP.
- IN HAVE READILY AVAILABLE REMEDIATION MATERIALS FOR SPILL CURTAINHENT AND CLEAN-UP.
- 1) UPON RELEASE. IMMEDIATELY INITIATE RECOMMENDED METHODS FOR SPILL CONTAINMENT AND CLEAN-UP
- 12 WITHIN 24-HOURS OF THE SPILLIRELEASE, NOTIFY THE STATE WARNING POINT HAT 1800 320 0519 OR 1.850 413 9911) OF ALL RELEASES EQUAL TO OR EXCEEDING THE REPORTABLE QUANTITY

- EROSION CONTROL NOTES:

  1 THE CONTRACTOR SHALL PREVENT THE DISCHARGE OF SEDIMENT DUE TO CONSTRUCTION OPERATIONS. ALL NEW AND EXISTING DRAIN PIPES AND STRUCTURES SHALL BE FLUSHED CLEAN PRIOR TO FINAL PAYMENT.
- ALL STORM SEWER INLETS SHALL BE PROTECTED SO THAT SEDIMENT LADEN WATER WILL NOT ENTER THE STORM SYSTEM WITHOUT FIRST BEING FILTERED
- ALL DISTURBED AREAS ARE TO BE SODDED ALL STABILIZATION PRAFTICES SHALL BE PERFORMED AS SOON AS PRACTICAL AT LOCATIONS WHERE CUSTSTRUCTION ATUPITES HAVE TERPORARIET OF REPHANEMIET LEASED. PERMANENT VEGETATION SHALL FOR SUBJECTED ESTABLISHED UNTIL GROUND COVER IS ALMIEVED AND, IN THE OPINION OF THE ENGINEER, PROVIDES ADDICATE COVER AND IS NATURE BROUDED TO COMPRIS SOIL EROSISH SALISTACTORILY, TO SURVIVE ADVERSE WEALHER CONDITIONS
- 4 STAKED SILT FENCE SHALL BE PLACED IN ACCORDANCE WITH CITY OF OCALA SPECIFICATIONS
- S. THE CONTRACTOR WILL PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT BOUNDARIES DURING CONSTRUCTION ACTIVITIES. ALL FERTILIZERS, HI DROCARBON, OR OTHER CHEMICAL CONTAINERS SHALL BE DISPOSED OF BY THE CONTRACTOR ACCORDING TO EPAS STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
- 6 LOADED HAILL TRUCKS SHALL BE FOVERED WITH TARPAILIN EXCESS DIRT ON THE ROAD SHALL BE REMOVED DAILY AREAS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE DAMPENED WITH WATER AS REQUIRED FOR DUST CONTROL
- 7 THE CONTRACTOR WILL ADHERE TO ALL STATE AND LOCAL REGULATIONS
- B. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF EROSION AND SEDIMENT CONTROL DEVICES, AND REMOVAL OF EROSION AND SEDIMENT CONTROL DEVICES AFTER THE NOTICE OF TERMINATION. MAINTENANCE AND NEPAIR REQUIRED FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLIUTION SHALL BE INCLUDED IN THE PROJECT COST
- 9 TOXIC SUBSTANCES SHALL BE DISPOSED OF BY THE CONTRACTOR ACCORDING TO THE EPA'S STANDARD PRACTICES
- ID THE FOLLOWING PRACTICES WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS
- ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER
- B IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT. ALL PULLUTION CONTRULS SHALL BE MAINTAINED AT ALL TIMES
- D BUILT UP SECINENT WILL BE REMOVED FROM STAKED SILT FENCE WHEN IT HAS REACHED ONE HALF THE HEIGHT OF THE SILT FENCE
- 11 POLLUTION CONTROL MEASURES SHALL BE INSPECTED DALL. WRITTEN POCUMENTATION OF INSPECTIONS SHALL BE WRITTEN EVERT SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF A RAIL EVENT OF OS TYCHES OR GREATER.

SHEET 3

12 THE CONTRACTOR WILL PROVIDE THE CITY OF OCALA WITH AY EROSION CONTROL PLAN THAT WILL INCLUDE SPILL REPORTING AND RESPONSE IF COVI ANIMATED SOIL OR GROUNDWATER IS ENCOUNTERED. CONTACT THE PROJECT ENGIAGER

	RE	V151015		HECTOR A. COLON, PE	PREPARED BY	PROJECT NO. 1933/
DATE	DESCRIPTION	DATE	DESCRIPTION	P.E. LICENSE NUMBER 84007		PROJECT NAME SADDLE CAK SEWER CONNECTION
				CITY OF OCALA, FLORIDA 1805 NE 30TH AVENUE OCALA, FLORIDA 34-170	OCALA CITY B NOUNERR'S OFFICE	GENERAL NOTES
	<del>/</del>				Exuge Home 10 1/2070 2	\$2.92 PM 15 Mark more dentition and report to the first and a desire consideration in the case of

FDOT NOTES:

1. ALL CONSTRUCTION WITHIN THE FOOT RIGHT-UF-YIAY SHALL BE IN ACCORDANCE WITH THE LATEST FOUT DESIGN STANDARDS, AND THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. AND THE UTHITY ACCOMMODATION (UAM).

- 2 RESTORE AND RE-SOD ALL DISTURBED AREAS WITH ARGENTINE BANIA IN ACCORDANCE WITH THE FOOT STANDARD SPECIFICATIONS THE CONTRACTOR SHALL MAINTAIN THAT PORTION OF THE RIGHT OF WAY AFFECTED BY THE PERMIT WITH VECETATION IS ESTABLISHED PERFORM ALL WORK NECESSARY. INCLUDING WATERING AND FEBTLIZING, TO SUSTAIN AN ESTABLISHED FURF WITH FINAL ACCEPTANCE. AT MY ADDITIONAL EXPENSE TO FOUT OR THE CITY OF OCALA PROVIDE FILLING, LEVELING, AND REPAIRING OF ANY WASHED OR ENDED AREAS. AS PAY BE NECESSARY.
- AT SUCH LOCATIONS WHERE FOOT SIGNS, REFLECTORS, OR OTHER STRUCTURES WILL INTERFERE WITH PROPOSED CONSTRUCTION, THE
  CONTRACTOR SHALL NOTIFY THE LOCAL MAINTENANCE OFFICE OR PROJECT ENGINEER AS HOURS PRIOR TO CONSTRUCTION ALL ITEMS THAT
  REGULIER RELOCATION OR REPLACEMENT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR IF THE WORK IS WITHIN SOM OF THE TRAFFIC
  SIGNAL CONTRACTOR SHALL CONTACT THE CITY OF COALA PUBLIC WORKS DEPT. TRAFFIC OPERATIONS (352) 351-6733
- THE CONTRACTOR IS RESPONSIBLE FOR MOMING, AT NO ADDITIONAL EXPENSE TO FOOT OR THE CITY OF OCALA, ANY AREA WITHIN PUBLIC RIGHT OF WAYS WHERE THE PERHITTED WORK OR WHERE UTILITS INCREE FLAGS PLACED FOR PERHITTED WORK CREATES A HINDRANCE FOR UTILITY INCREMENTATION SHALL BE RESPONSIBLE FOR MOMING UNTIL ALL SUCH HINDRANCES ARE REMOVED ST THAT REGULAR NUMBING. UPERATIONS THIS WORK OF A SECURED THE CONTRACTOR SHALL HEET THE HOWING REQUIREMENTS ESTABLISHED BY THE DEPARTMENTS MAINTENANCE RATING PAGGRAN MARP. CONTACT THE LOCAL FOOT HAINTENANCE OFFICE FOR DETAILS (352.732.1338)
- S. ALL UTILITY LOCATE FLAGS SHALL BE REMOVED BY THE CONTRACTOR WHEN THEY ARE NO LUNGER NEEDED.
- 6 REVIEW AND COMPLY WITH THE "SPECIAL PROVISIONS" AND OTHER ATTACHMENTS TO THE FOOT PERMIT FOR THIS PROJECT.
- 7. CALL "FLORIDA SUNSHINE ONE-CALL" FOR UTILITY LOCATION SERVICES AT LEAST 2 BUSINESS DAYS PRIOR TO CONSTRUCTION 11-Hill-112-17701
- 8. MAINTENANCE OF TRAFFIC (MOT) PLAY & TRAFFIC CONTROL THROUGHOUT THE WORK ZONE SHALL BE PER THE FOOT STANDARD INDEX
- 9. COORDINATE ALL UTILITY CLEARANCES WITH THE OWNER OF SUCH UTILITIES PRIOR TO CONSTRUCTION CONHENCEMENT
- 10. CUNTRACTUR SHALL LUNDUCT A SIDEMALK SURVEY TO DETERMINE THE EXISTING CONDITION OF AFFECTED SIDEMALKS AND SUBMIT SAID SURVEY TO FOOT AND THE CITY OF CYALA'S ENGINEER OF RECORD PRIOR TO CONSTRUCTION.
- II CONTRACTOR SHALL NOTIFY ALL PROPERTY OWNERS AFFECTED BY PROPOSED CONSTRUCTION ACTIVITIES IN ADVANCE OF SUCH APPRATIONS IN ACCORDANCE WITH FOOT NOTIFICATION REGULARMENTS
- 12 A PRE-CONSTRUCTION CONFERENCE SHALL BE CONDUCTED BY THE CITY OF OCALA WITH THE CONTRACTOR. FOOT PERSONNEL AND

### SURVEY & MAPPING NOTES:

- COORDINATES AND BEARINGS SHOWN HERECY ARE BASED ON FLORIDA STATE PLANE COORDINATES, WEST ZONE AND WERE DERIVED FROM GPS OBSERVATIONS REFERENCED TO THE FOOT PERHAMENT REFERENCE NETWORK
- 2. ELEVATIONS SHUWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE REFERENCED TO CITY CONTROL POINTS SHOWN ON THIS DRAWING.
- 3 IT IS THE RESPONSIBILITY OF THE CONTRACTOR, PRIOR TO THE CONHENCEMENT OF CONSTRUCTION, TO ENSURE ALL FAISTING SURVEY MARKERS ARE LUCATED, CLEARLY MARKED AND PROTECTED. BY THE CONTRACTORS SURVEYOR
- ANY SURVEY MARKER, INCLUDING, BUT NOT LIMITED TD, PUBLIC LAND SURVEY SECTION CORNER MARKERS, BENCH MARKS, PROPERTY CURRIERS, CT... WHICH ARC DISTURBED DURING CUNSTRUCTION SHALL BE REPLALED AT THE CUNTRACTURS EXPENSE PRIOR TO FINAL PAYMENT
- ADDITIONALLY, SURVEY STAKES PLACED MARKING THE IDEATIONS OF MARKERS, PROPERTY LINES. RIGHT-OF-WAY LINES, OR ANY OTHER POINT, PLACED FUR CONSTRUCTION AND SUBSEQUENTLY DISTURBED OR DESTRUTED DURING CONSTRUCTION SHALL BE REPLACED AS NEEDED AT THE RESPONSIBILITY OF THE CONTRACTION.
- 6. RESETTING OF MONUMENTS AND MARKERS SHALL BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF FLORIDA AND SHOWN AS RE-SET ON AS-BUILT PLANS.
- 7 UNLESS PRIOR ACREEMENT IS MADE, IT SHALL NOT BE THE RESPONSIBILITY OF THE CITY SURVEYOR TO REPLACE ANY SURVEY MARKERS

### CITY OF OCALA STANDARD DETAILS REQUIRED:

- SILT FENCE DETAIL #E-1 VALVE BOX INSTALLATION #478-4 1B
- 3. TRENCH EXCAVATION #478-5.1A TRENCH BACKFILL #478-5.2A
- 5. LOCATING WIRE #478-7.1A

DATE

6 SINGLE & MULTI-FAMILY BACKFLOW PREVENTER INSTALLATION (LESS THAN 3") =488-1 JC

REVISIONS

DATE

- WATER SERVICE # 488-2 1E
- 8 DOGHOUSE MANHOLE #498-126
- AIR RELEASE VALVE ASSEMBLY #498-3 18
- IO AIR RELEASE VALVE ASSEMBLY #498-3 1C
- 11 STANDARD SANITARY SEWER LIFT STATION #498-1.2A 12 STANDARD SANITARY SEWER LIFT STATION #498-426

DESCRIPTION

### IMPORTANT NOTE TO CONTRACTOR:

THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES IN THE PROJECT AREA AND OTHER UTILITIES WHICH HAY BE AFFECTED BY THE PROPOSED CONSTRUCTION ACTIVITIES. THE CITY OF OCALA WILL MAKE AVAILABLE TO THE CONTRACTOR AVARDED THE PROJECT ALL RELEVANT UTILITY INFORMATION IN THE AREA WITHIN ITS POSSESSION.

ALL PAVEMENT WARKINGS, RPM'S, AND TRAFFIC SIGNAL LOOPS AFFECTED BY THE PROJECT SHALL BE REPLACED

- DEMOLITION NOTES:

  I CONSTRUCTION EQUIPMENT MUST HAINTAIN A HINIMUM APPROACH DISTANCE OF 20 FEET FROM ANY OVERHEAD POWER LINES.
- 2 ALL ELECTRICAL POWER SUPPLY TO THE DEMOLITION LIMITS IS TO BE PROPERLY DISCONNECTED AND COORDINATED WITH THE ELECTRIC UTILITY BEFORE THE ACTUAL DEMOLITION BEGINS
- 3 ABOVE GROUND UTILITIES, IF APPLICABLE, ARE TO BE REMOVED TO A DEPTH OF 4 FEET BELOW GRADE (MAKINUM) AND CAPPED, AS
- 4 ALL ATTACHMENTS OF A DEMOLITION ITEM ARE TO BE REMOVED. THESE ATTACHMENTS INCLUDE, BUT ARE NOT LIMITED TO, SUPPORTING STRUCTURES AND ANY ITEMS THAT ARE LOCATED WITHIN, OR THMEDIATELY ATTACHED TO, A DEMOLITION ITEM.
- 5. ALL ENVIRONMENTALLY HAZARDOUS MATERIALS, IF FOUND, ARE TO BE APPROPRIATELY DISPUSED OF SO THAT THEY DIJ NOT PUSE ANY THREAT TO THE ENVIRONMENT
- 6. ALL DEHOLITION ITEMS, IF APPLICABLE, ARE TO BE COMPLETED REMOVED TO MEET FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD AS STATED IN THE D.E.P. WHITE ADAPPOINENT REQUIREMENTS. NOTHING SHALL REHAIN.
- 7 BACK FILL ALL VOIDS CREATED BY THE DEMOLITION WITH CLEAN FILL (FREE DRAINING) DIRT AND LEVEL THE WORK AREA, AS NECESSARY.
- 8 TO KEEP STORMWATER RUNGEF FLOWING TO THE PROPER DESTINATION, RETURN ALL DISTURBED AREAS TO GRADE AND SOD, AS VECESSARY

			С	ONTROL POIN	ITS	
POINT NA	AME	POINT #	ELEVATION	NORTHING	EASTING	DESCRIPTION
CP #	1	15	75.00	1743467.833	587679.060	FN/D CITY OF OCALA BM
CP #2	2	14	63.94	1743405.218	588076.508	CIRS TRAV
CP #3	3	12	65.94	1743320.529	588424.554	CIRS TRAV
CP #4	4	11	64.71'	1743345.132	588611,687	CIRS TRAV
CP #	5	9	63.20	1743167.440	588616.999	CIRS TRAV
CP #6	5	5	62.78	1743007.041	588827.445	FN/D OCALA TRAV

HECTOR A. COLON. PE	
P.E. LICENSE NUMBER 84007	
CITY OF OCALA, FLORIDA	
1805 NE 30TH AVENUE	
OCALA, FLORIDA 34470	

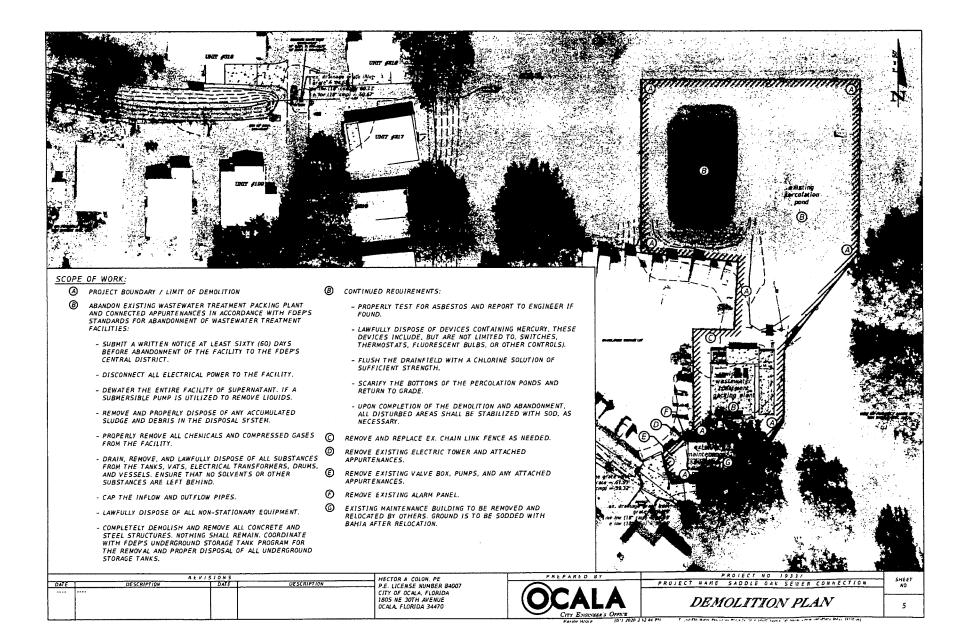
DESCRIPTION

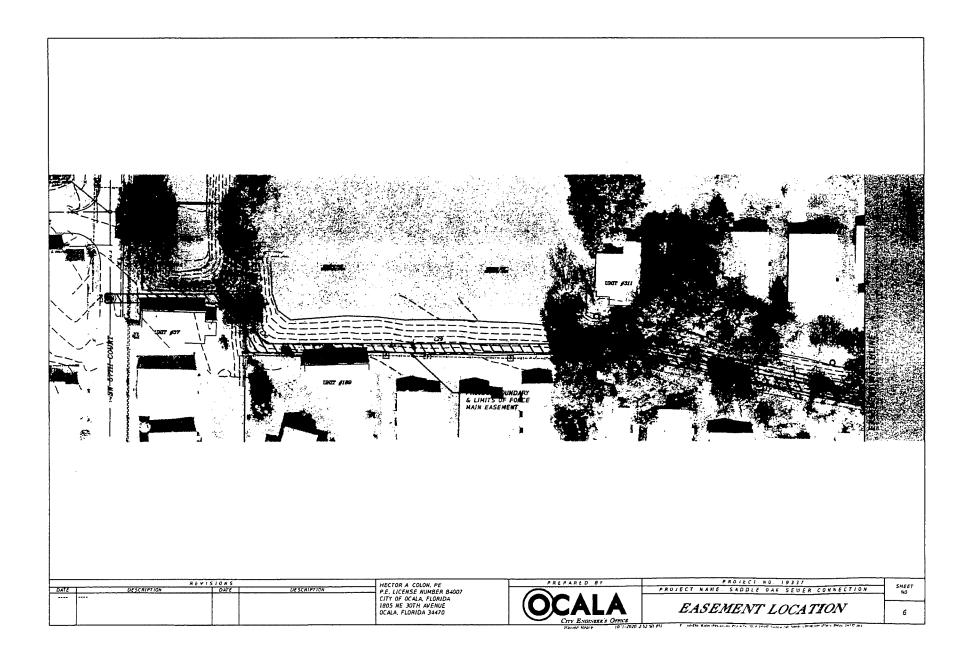


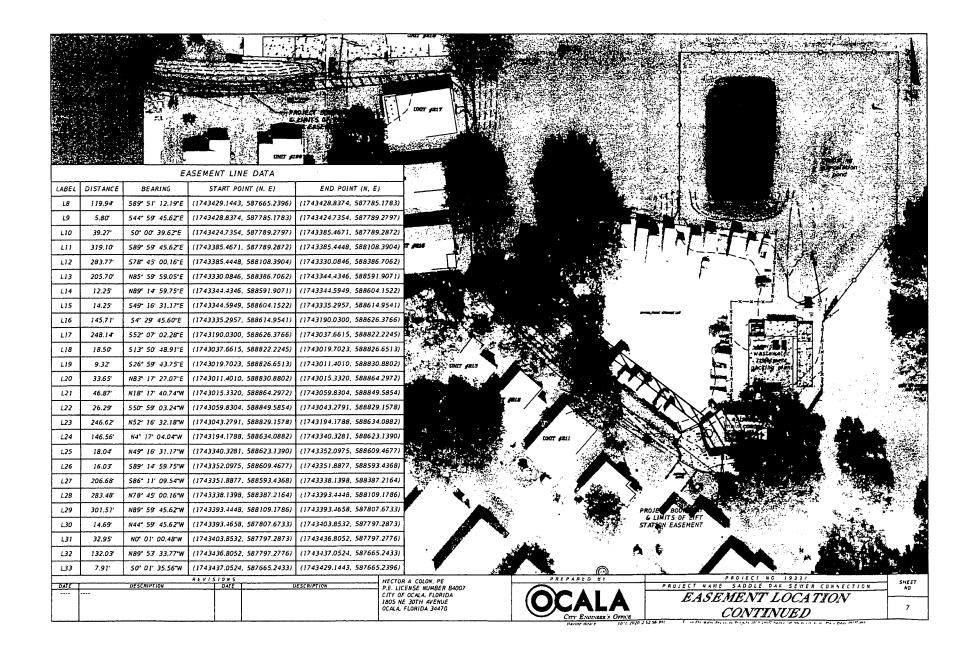
PROJECT NO. 19337 PROJECT NAME SADDLE DAK SEWER CONNECTION GENERAL NOTES, CONTROL POINTS, & DETAILS LIST

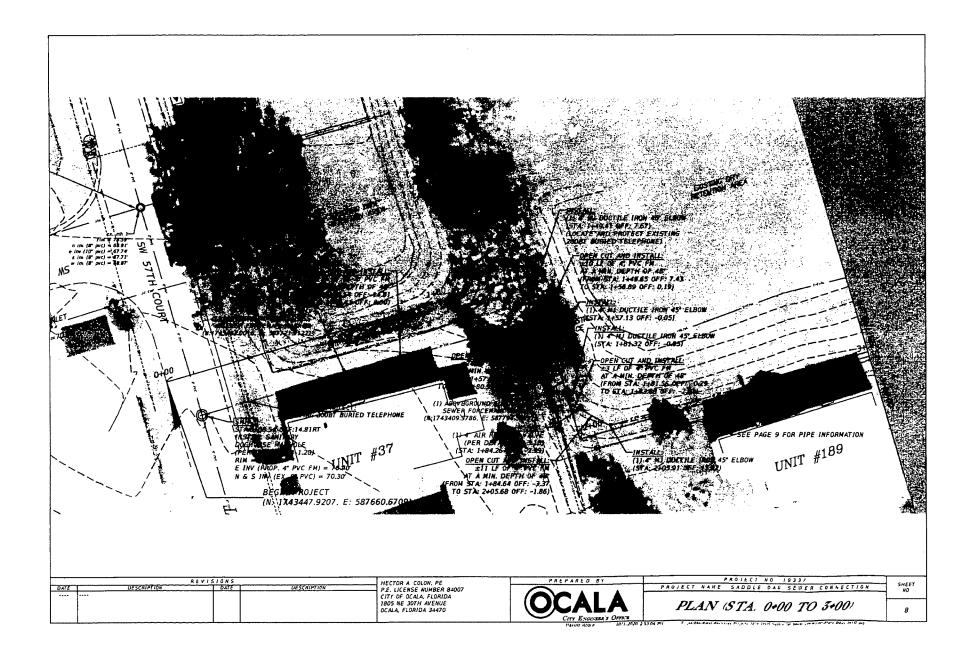
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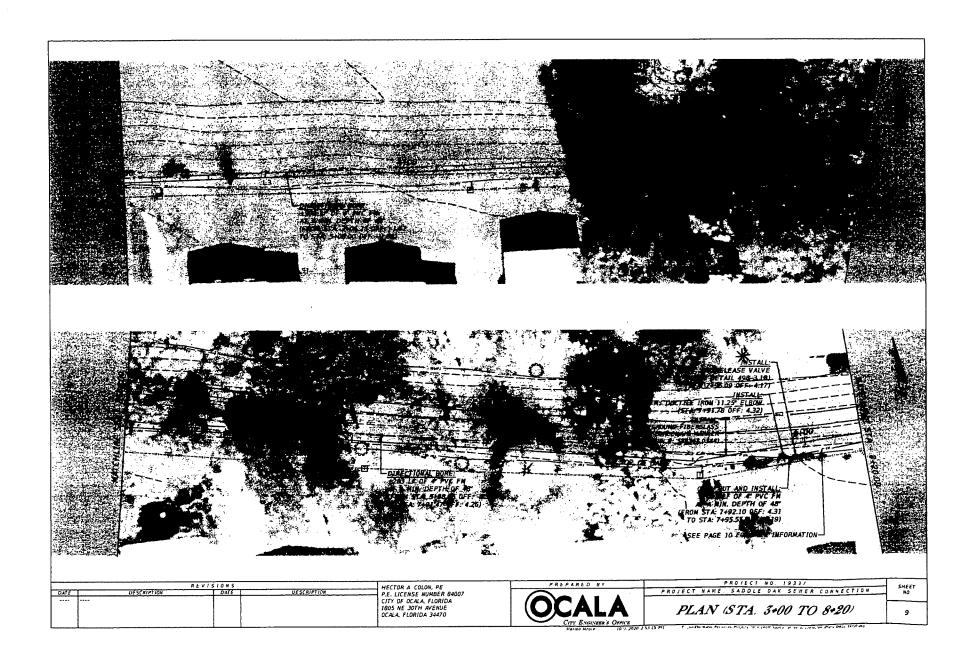
0 1/2020 2 57 33 F4

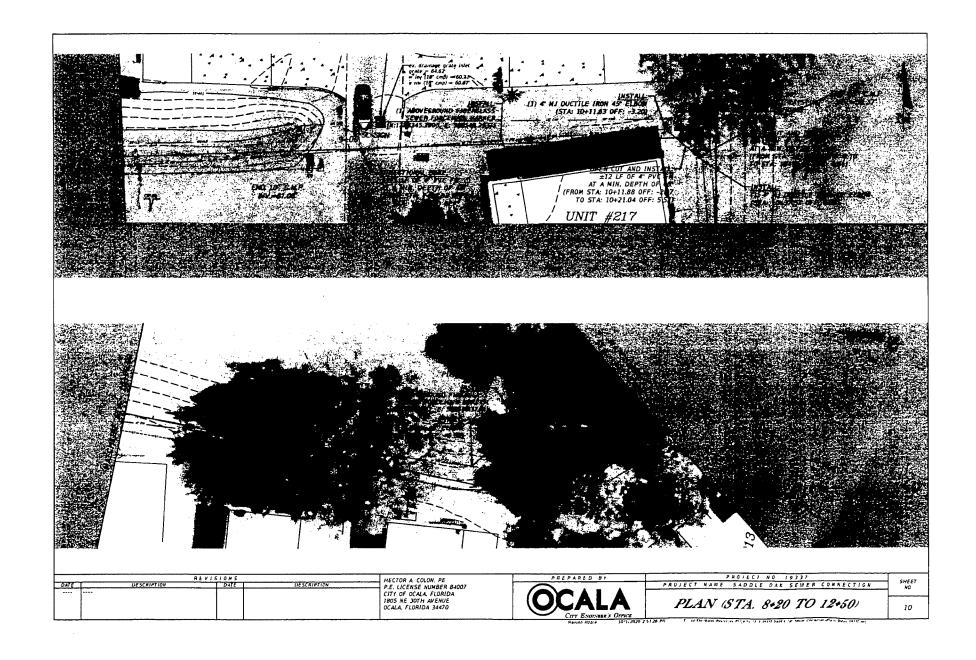


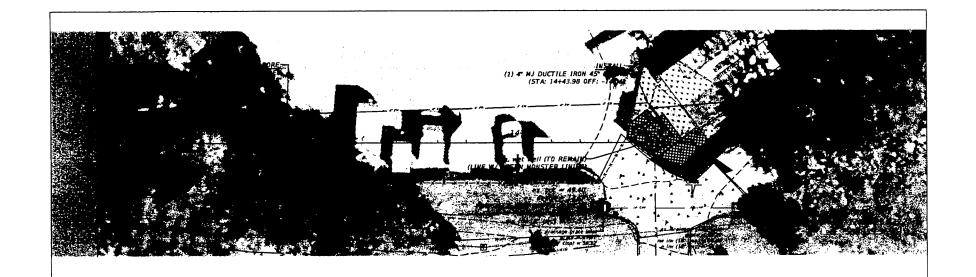






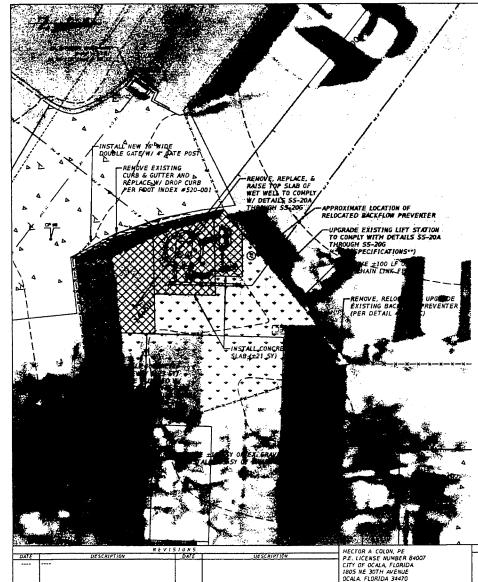






ALIGNMENT CURVE DATA							
LABEL	DISTANCE	BEARING	START POINT (N. E)	END POINT (N. E)			
£1	133.85	N89" 47" 43.49"E	(1743447.9207, 587660.6607)	(1743448.3986, 587794.5069)			
L2	60,56°	500° 00' 00.00°E	(1743448.3986, 587794.5069)	(1743387.8419, 587794.5069)			
L3	312.39	N90" 00" 00.00"E	(1743387.8419, 587794.5069)	(1743387.8419, 588106.8929)			
L4	254,55	578° 33' 25.18"E	(1743387.8419, 588106.8929)	(1743337.3418, 588356,3786)			
L5	267.73	N87° 57' 27.06"E	(1743337.3418, 588356.3786)	(1743346.8838, 588623.9352)			
L6	157.98	500° 00' 00.00°E	(1743346.8838, 588623.9352)	(1743188.9060, 588623.9352)			
L7	272.57'	552" 13 14.26"E	(1743188.9060, 588623.9352)	(1743021.9222, 588839.3696)			

	R	EVISIONS		HECTOR A COLON. PE	PREPARED BT	PROJECT NO. 19337	SHEET
DATE	DESCRIPTION	DATE	DESCRIPTION	P.E. LICENSE NUMBER 84007 CITY OF OCALA, FLORIDA		PROJECT NAME. SADDLE DAK SEWER CONNECTION	NO NO
				1805 NE 30TH AVENUE OCALA, FLORIDA 34470	OCALA CITY ENGINEER'S OFFICE	PLAN (STA. 12+50 TO 14+62)	11



	LI	FT STATION	I D	ATA			
PUMP SPE	CIFICATIONS	(*) ELEVA	TION	IS	(*) DIAME	TER:	S
PUMP MANUF.	SHINMAYWA	TOP OF SLAB	A	63.60	PUMP DISCHARGE	P	4"
PUMP MODEL #	4CNWX43.7T2E_37-4. 230V	FINISH GRADE	В	62.80	INFLUENT PIPE	q	8-
PUMP SIZE	4*	INFLUENT INVERT	C	57.51'	WETWELL	R	6.00
GP#	160	ALARM ON	D	55.90	FORCE MAIN	5	4"
TDH	50.00	2ND PUMP ON	Ε	56.40			
HP	5.00	IST PUMP ON	F	55.40			
RPM	1800	BOTH PUMPS OFF	G	53.40			
IMPELLER	#37-4, NON-CLOG SCROLL, CLOSED	WETWELL BOTTOM	н	49.40			
POWER	15.7A, 3x230V	F.M. DISCHARGE	1	65.80			
LINER SYSTEM	GREEN MONSTER	F.M. HIGH POINT	7	70.40			

### "SPECIFICATIONS"

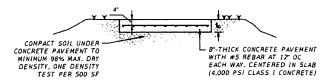
- VSI WATERWORKS FIGURE CVII AWWA C50B RUBBER FLAPPER CHECK VALVE.
  VSI WATERWORKS FIGURE PVII AWWA C517 100% ROUND PORT PLUG VALVE.
  CITY WILL PROVIDE THE FOLLOWING PRODUCTS FOR THE CONTRACTOR TO INSTALL.
  CONTRACTOR MUST PROVIDE ALL OTHER CONDUITS, APPURTENANCES, AND ADDITIONAL
  PRODUCTS NECESSARY FOR COMPLETION OF THE PROJECT THAT IS NOT LISTED BELOW.

  - D. LIFT STATION PUMPS AND GUIDE RAILING SYSTEM

    B. SCADA TOWER (INCLUDING ANTENNA. CABLES, AND LIGHT FIXTURE)

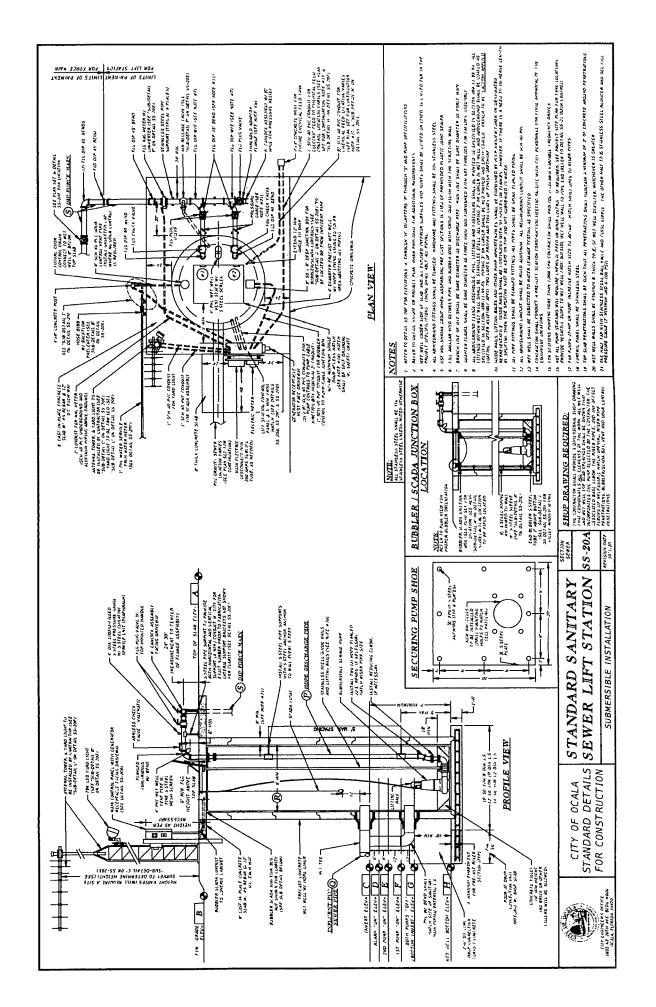
    C. ROSEMOUNT 8750W UTILITY MAGNETIC FLOW METER SYSTEM

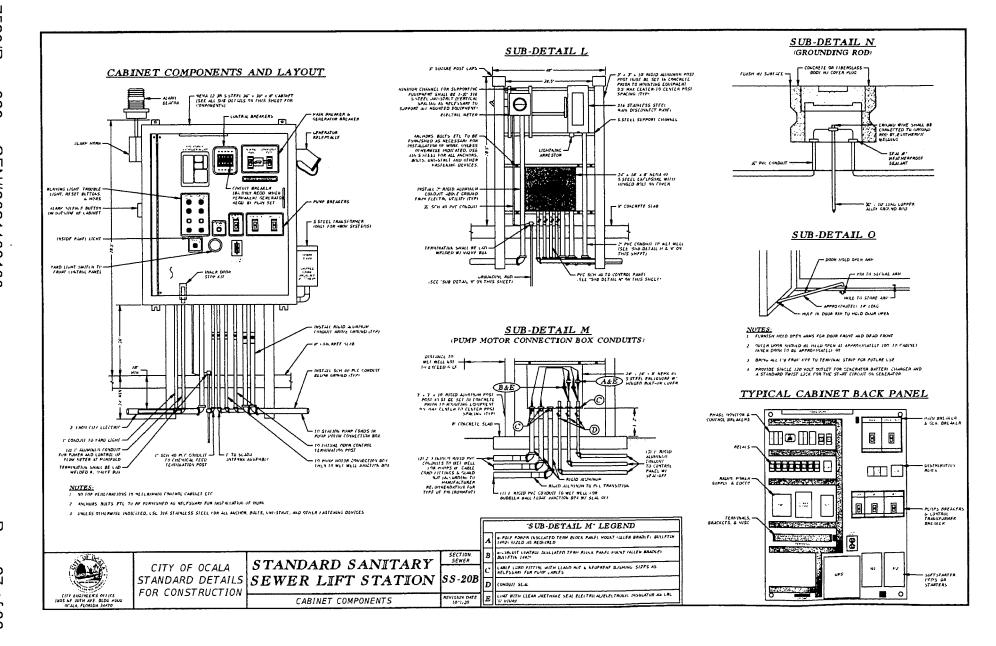
  - d. RACK (INCLUDING MOUNT POLES, UNI-STRUT, CONTROL PANEL, ELECTRIC METER, DISCONNECT SWITCH, AND PUMP MOTOR CONNECTION BOX)

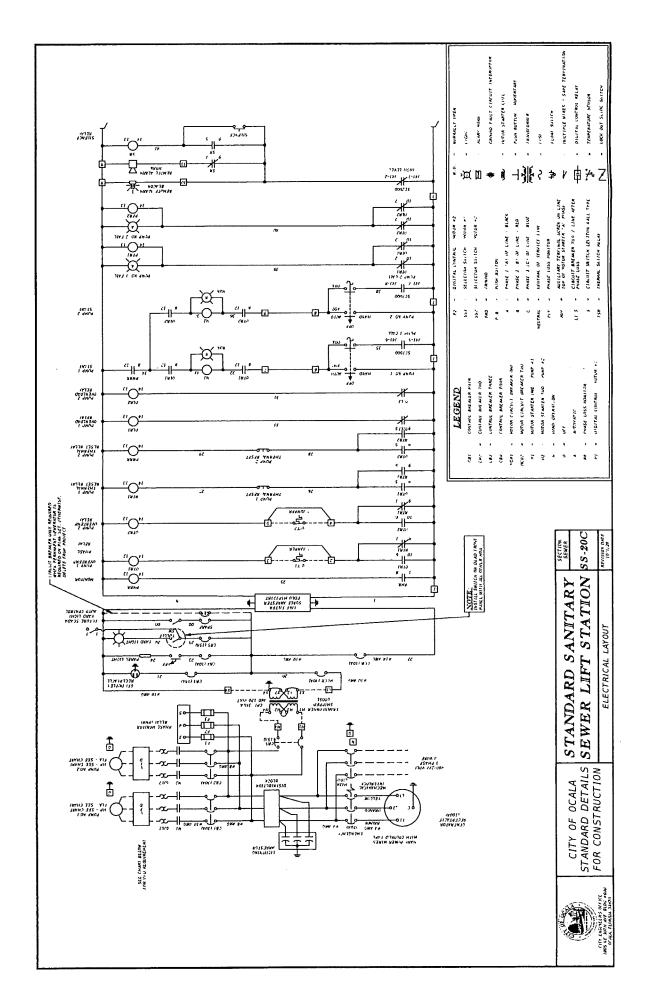


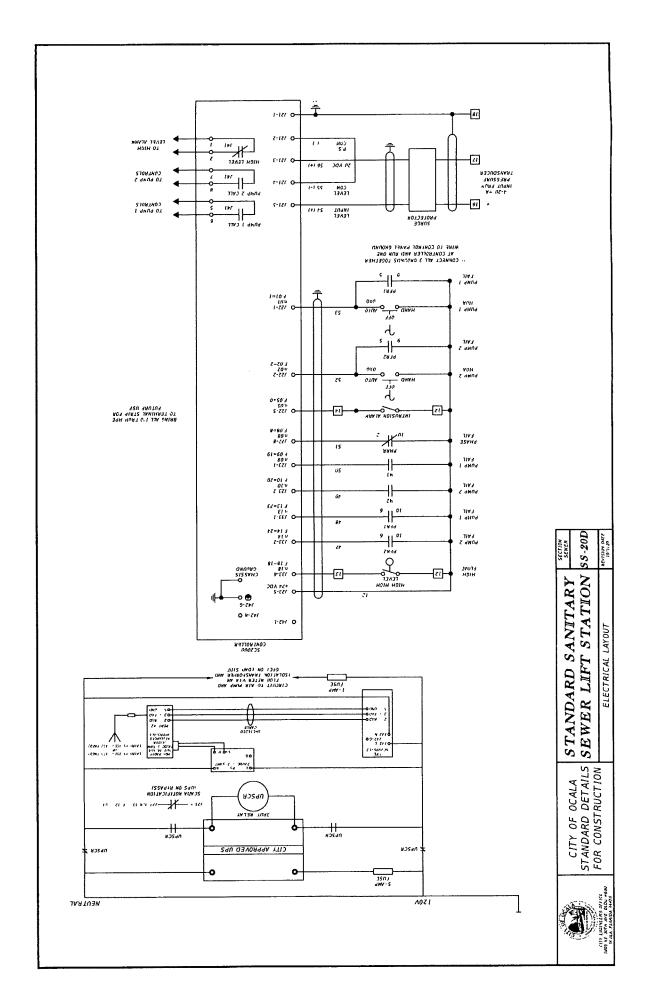
### CONCRETE SLAB DETAIL NOT TO SCALE

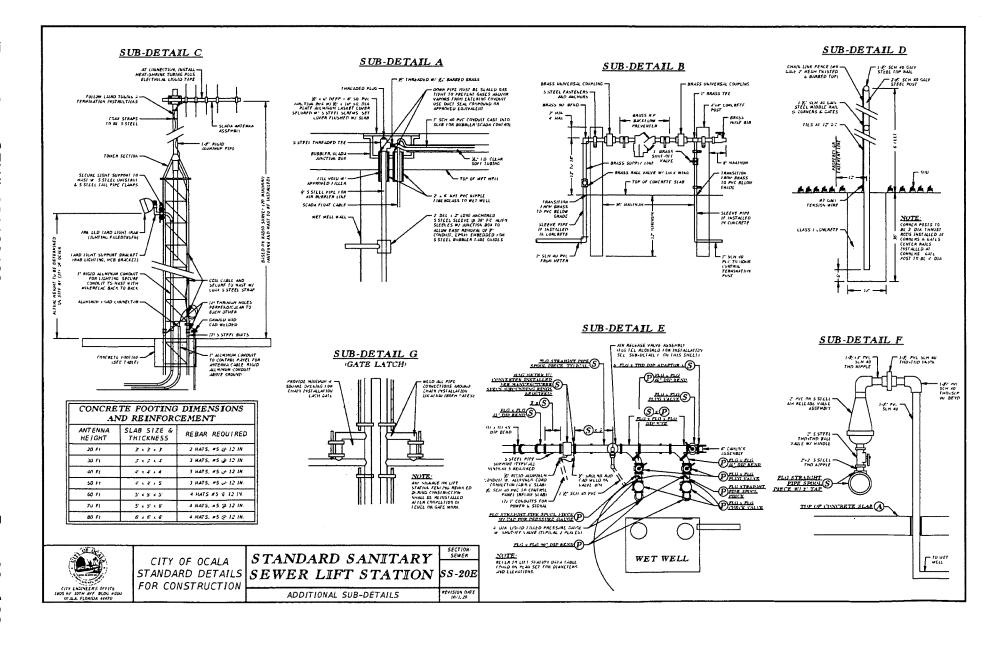
PHQ1EC1 NO. 1933/ SHEET NO PROJECT NAME SADDLE OAK SEWER CONNECTION LIFT STATION SITE PLAN 12

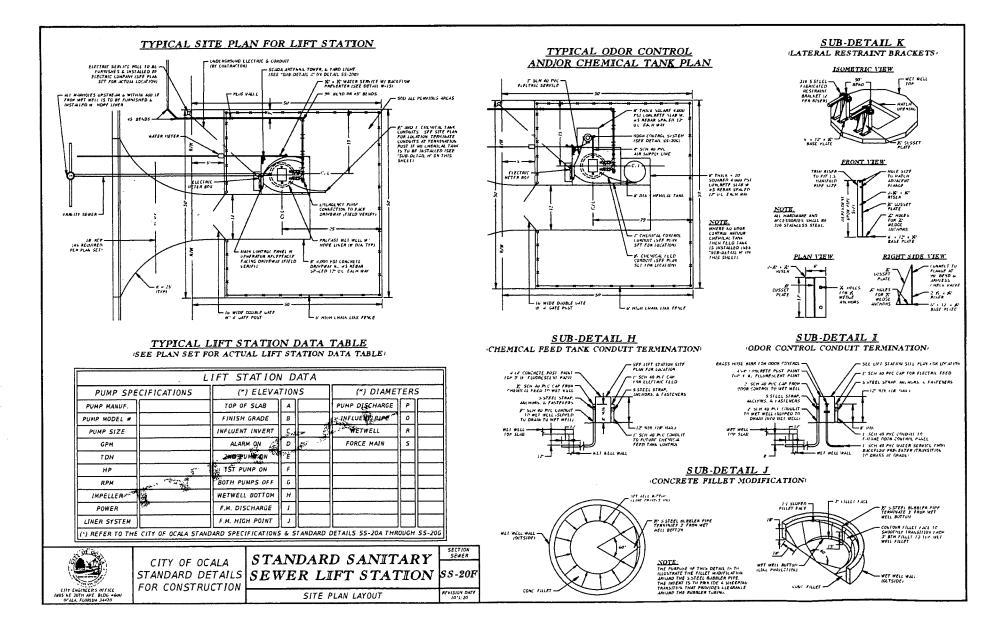


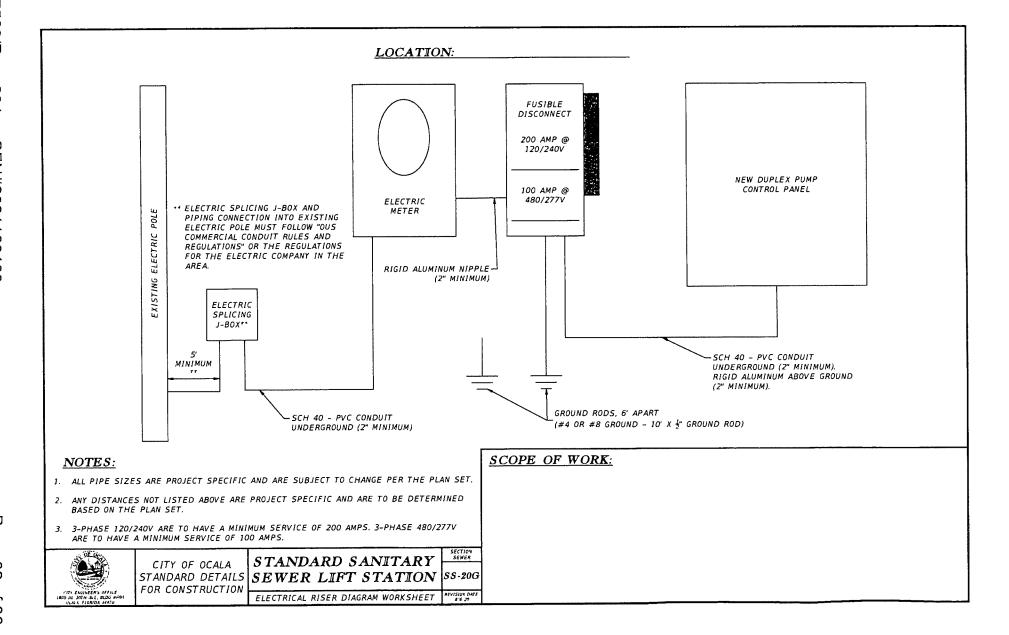




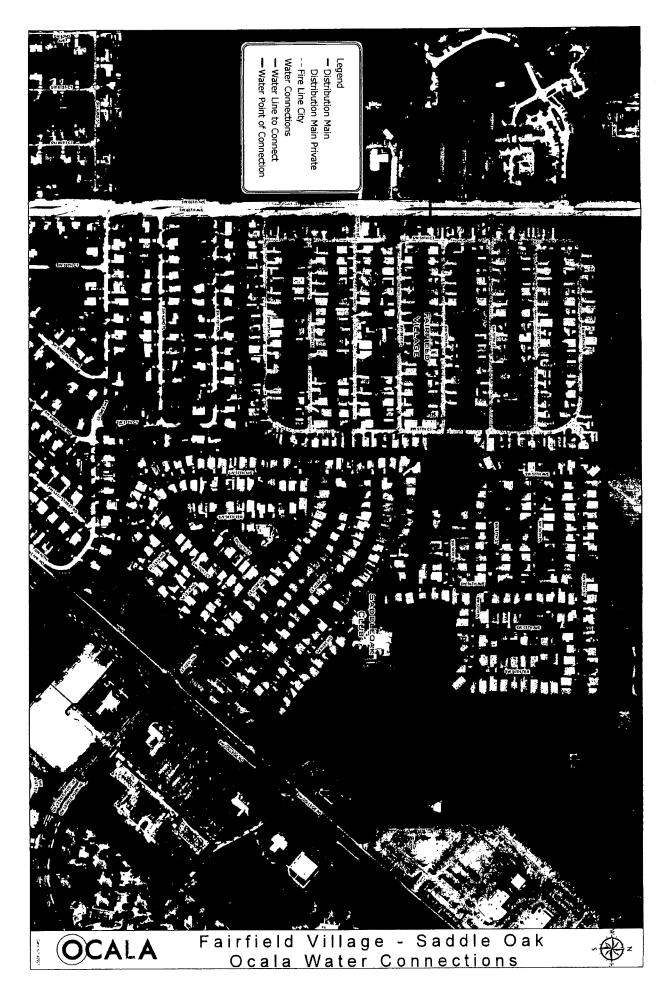




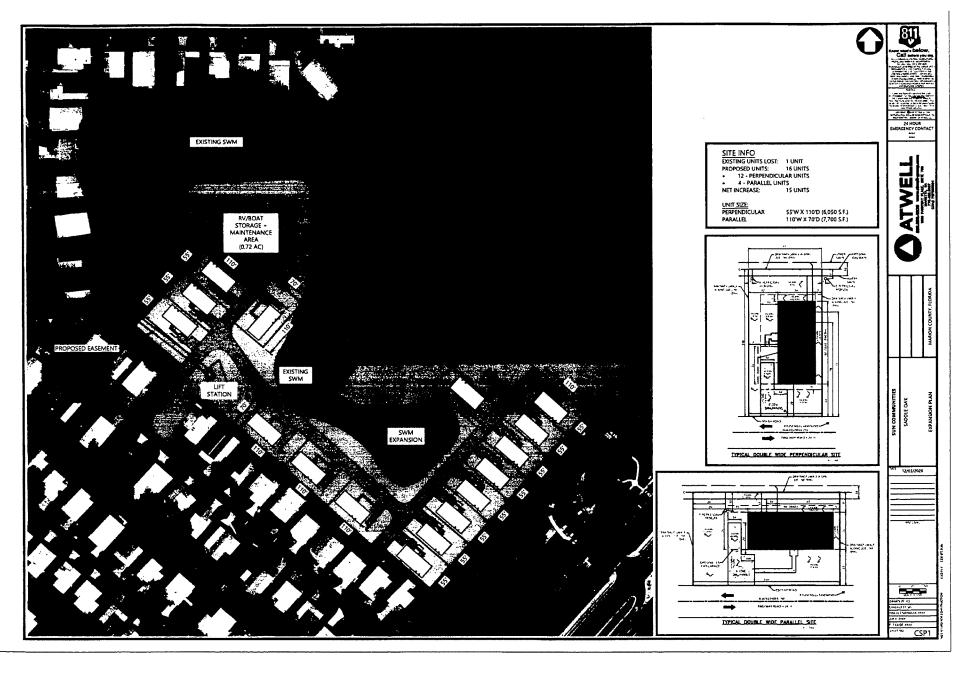




# **EXHIBIT C**



# **EXHIBIT D**



### LATE FILED COMPOSITE EXHIBIT B

ITEMS REQUIRED TO PAY REGULATORY ASSESSMENT FEES FROM JANUARY 1, 2020 UNTIL CITY COMMENCEMENT DATE