

This Instrument Should Be Returned To:

Orange County Attorney's Office
P.O. Box 1393
Orlando, FL 32802-1393

Tax Parcel ID #28-22-32-0000-00-017

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

CONNECTION AGREEMENT
(Pine Isle Mobile Home Park)

THIS CONNECTION AGREEMENT (the "**Agreement**"), effective as of the latest day of execution below (the "**Effective Date**"), is made and entered into by and between **PINE ISLE MHP, LLC**, a Florida limited liability company, whose address is 49 SW Flagler Avenue, Suite 201, Stuart, Florida 34994 (the "**Owner**"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the "**County**"). Owner and the County may hereinafter be collectively referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

- A. Owner is the owner of real property located outside of the Urban Service Area in Orange County, Florida, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**").
- B. Owner operates an existing mobile home park on the Property (the "**Mobile Home Park**").
- C. Owner desires to connect the Mobile Home Park to the County's wastewater system (the "**Wastewater System**") to address a public health hazard related to the Mobile Home Park's existing onsite wastewater treatment system.
- D. Comprehensive Plan Policy WAT1.4.3(B) requires the Orange County Board of County Commissioners (the "**Board**") to make an affirmative finding that a public health hazard exists to approve the connection of the Mobile Home Park to the County's Wastewater System.
- E. The Board hereby finds that a public health hazard exists at the Mobile Home Park related to the existing onsite wastewater treatment system.
- F. Owner will connect to the County's Wastewater System at a location acceptable to the County (the "**Connection Point**") within the area designated in **Exhibit "B"**.
- G. Owner also desires to connect to the County's water system (the "**Water System**") when it becomes available within the right-of-way fronting the Property and will prepay capital charges for water service prior to Florida Department of Environmental Protection ("**FDEP**") wastewater clearance or prior to the stamping of the construction plans for connection to the

County's Water System, whichever comes first.

H. The County and Owner desire to set forth certain terms, conditions, and agreements concerning the connection of the Mobile Home Park to the County's Wastewater System and Water System.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2. Capital Charges. The Board hereby establishes the following time of payment for capital charges by the Mobile Home Park by agreement pursuant to Chapter 37-5 of the Orange County Code:

- a. Wastewater Capital Charges: Within 365 days from the Effective Date of this Agreement or prior to the stamping of construction plans for connection to the County's Wastewater System, whichever comes first, Owner must pay wastewater capital charges for connection of the Mobile Home Park to the County's Wastewater System.
- b. Water Capital Charges: Prior to FDEP wastewater clearance or prior to the stamping of the construction plans for connection to the County's Water System, whichever comes first, Owner must pay water capital charges for connection of the Mobile Home Park to the County's Water System.
- c. Capital charges shall be paid for 37.134 ERCs and 37.134 ERUs based upon the engineer's estimate as shown in the attached **Exhibit "C"**.
- d. If the water or wastewater demand for the Property exceeds 37.134 ERCs or 37.134 ERUs, respectively, the County reserves the right to assess additional appropriate, uniformly applicable capital charges pursuant to the Orange County Code.

The Owner acknowledges that the refund, capacity maintenance fee, and recapture provisions set forth in Chapter 37-5 of the Orange County Code are not applicable to the connection of the Mobile Home Park to the County's Wastewater and Water System because the Mobile Home Park is existing, and no modifications are proposed.

3. Connection to Wastewater System. Owner must connect to the County's Wastewater System at its sole cost and expense. Owner must connect in strict compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements.

4. Connection to Water System. Within 365 days after receipt of notice from the

County that water service is available to the Mobile Home Park, Owner must connect to the County's Water System at Owner's sole cost and expense. Owner must connect in strict compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements.

5. Indemnification of the County. To the fullest extent permitted by law, Owner assumes liability for, and will indemnify, defend, and hold harmless the County and its respective officials, officers, employees, and agents from and against all liability (including negligence and strict liability), claims, suits, actions, and losses for personal injury, property damage, or financial loss including attorneys' fees and costs arising at any time from any aspect of this Agreement, other than claims and losses arising from the negligence of the County, its employees or agents. Nothing contained herein shall constitute a waiver of the County's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

6. Disclaimer of Third-Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective successors and assigns.

7. Amendments. No amendment, modification, or other change in this Agreement shall be binding upon the Parties unless in writing and executed by both Parties hereto.

8. Entire Agreement. This Agreement embodies and constitutes the entire understanding of the Parties hereto with respect to the subject matter addressed herein, and all prior and contemporaneous agreements, undertakings, representations, and statements, oral or written, are merged into this Agreement.

9. Notice. Any notice given with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as set forth below, or to such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith:

As to Owner: Pine Isle MHP, LLC
49 SW Flagler Avenue, Suite 201
Stuart, Florida 34994-2148
Attention: Manager

With a copy to: Julian Coto
303 Avila Court
Winter Springs, Florida 32708-3917

As to the County: Orange County Utilities
9150 Curry Ford Road

Orlando, Florida 32825-7600
Attention: Director

With copy to:

Orange County Administrator's Office
Orange County Administration Building
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801-3527

10. Covenants Running with the Land. All of the covenants, obligations, terms, agreements, and restrictions set forth in this Agreement are intended to be, and shall be construed as, covenants running with the Property; shall be binding and inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties; and shall be binding upon the successors and assigns of Owner and upon any person, firm, corporation, or entity who may become a successor in interest to all or any part of the Property.

11. Recordation of the Agreement. This Agreement shall be recorded, by Owner at Owner's expense, in the Public Records of Orange County, Florida, within 60 days after the Effective Date.

12. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

13. Remedies. Upon any failure by Owner to perform any of its obligations under this Agreement, the County may pursue all remedies available at law or in equity, including without limitation, those remedies set forth in the Orange County Code. Upon any failure by the County to perform its obligations under this Agreement, subject to reasonable notice and opportunity to cure such failure, Owner shall be limited strictly to only the following remedies:

- a. action for specific performance; or
- b. action for injunctions; or
- c. action for declaratory judgment regarding the rights and obligations of the County and Owner; or
- d. any combination of the foregoing.

Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court for the Ninth Judicial Circuit of Florida in Orange County.

14. Time. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls on a Saturday, Sunday or legal holiday, such time for performance shall be extended through the next business day.

[SIGNATURE PAGES AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the County and Owner have caused this Agreement to be duly executed by their respective duly authorized representatives on the respective dates set forth below.

Signed, sealed and delivered in the presence of:

OWNER:

PINE ISLE MHP, LLC,
a Florida limited liability company

Address: 49 SW Flager Ave Ste 201
Stuart, FL 34994

By: [Signature]
Bradley Dressler, Manager

Date: 6/27/24

Signed, sealed, and delivered in our presence as witnesses:

Signature: Hailey Baker

Witness 1:

Address: 485 SW Holden Ter.

Printed Name: Hailey Baker

Port St. Lucie, FL 34984

Signature: Alyssa Niemann

Witness 2:

Address: 800 NW Fork Rd. Apt 413

Printed Name: Alyssa Niemann

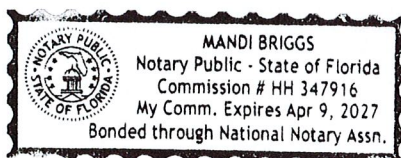
Stuart, FL. 34994

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 27th day of June, 2024 by Bradley Dressler, as Manager of PINE ISLE MHP, LLC, a Florida limited liability company, on behalf of the limited liability company. The above-named person is [] personally known to me or [] has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



[Signature]
Signature of Notary Public
Mandi Briggs
Print Name of Notary Public

My commission expires: 4/9/27

COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

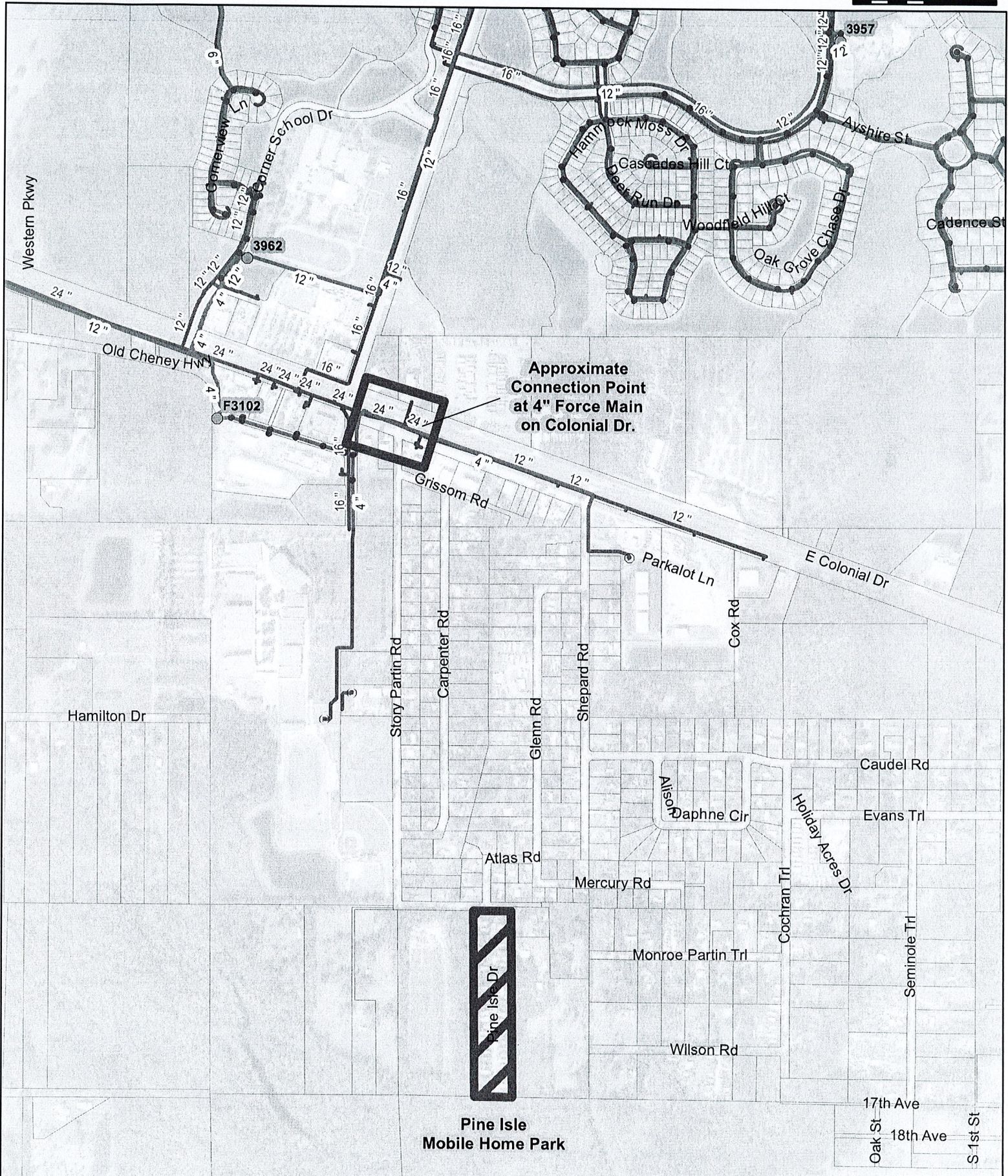
Printed Name

EXHIBIT A

(Description of Land)

All of that certain lot, piece or parcel of land situate, lying and being in Orange County, Florida, and being more particularly described as follows

The East 264 feet of the West 792 feet of the Southwest 1/4 of the Northwest 1/4 (less the North 30 feet for road), Section 28, Township 22 South, Range 32 East, Orange County, Florida.



**Pine Isle
Mobile Home Park**

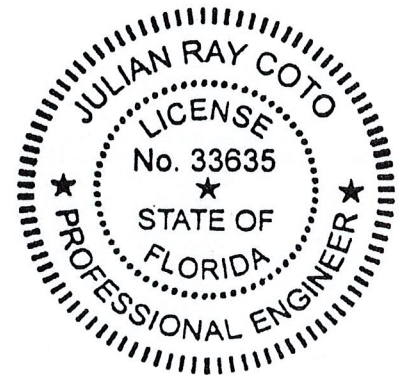
EXHIBIT C

WATER AND SEWER CAPACITY ANALYSIS

Description	No. Units	Water ERUs	Sewer ERUs
3 bedroom units	6	$0.833 \times 6 = 5 \text{ ERU}$	$0.833 \times 6 = 5 \text{ ERU}$
2 bedroom units	48	$0.667 \times 48 = 32$	$0.667 \times 48 = 32$
Office	1	$(400 \text{ s.f./1,000}) \times 0.334 = .134 \text{ ERU}$	$(400 \text{ s.f./1,000}) \times 0.334 = .134 \text{ ERU}$
Total:		37.134 ERU	37.134 ERU

Julian
R. Coto,
P.E.

Digitally signed by Julian R. Coto, P.E.
 DN: C=US, S=Florida, L=Winter Springs, O=Excel Engineering Consultants Inc, CN="Julian R. Coto, P.E.",
 E=Julian@Excelengineeringfl.com
 Reason: I am the author of this document
 Location: Winter Springs
 Date: 2024.06.19 11:51:43-04'00'



Julian R. Coto, P.E. for the firm
Excel Engineering Consultants, LLC

This item has been electronically signed and sealed by Julian R. Coto Using a Digital Seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.