



This Instrument Prepared by and Return To:  
 W. James Gooding III  
 Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.  
 1531 SE 36th Avenue  
 Ocala, FL 34471

Rec. \$368.-

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT CONCERNING CONCURRENCY, IMPACT FEE CREDITS, AND OTHER MATTERS, FOR GOLDEN OCALA**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT CONCERNING CONCURRENCY, IMPACT FEE CREDITS, AND OTHER MATTERS, FOR GOLDEN OCALA (the "First Amendment"), is executed as of January 19, 2021, (the "Effective Date") by and between (each a "Party" and collectively, the "Parties"):

- Marion County, Florida, a political subdivision of the State of Florida ("County"); and
- The following (individually and collectively, "Owner"): Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company, Equestrian Operations, L.L.C., an Ohio limited liability company, Roberts Development Corporation, an Ohio corporation, and R.L.R. Investments, L.L.C., an Ohio limited liability company.

**WHEREAS:**

- A. Effective June 6, 2018, Former Owner<sup>1</sup> and County entered into a "Development Agreement Concerning Concurrency, Impact Fee Credits and Other Matters, for Golden Ocala" (the "Original Agreement") as recorded in OR Book 6791, Page 105, concerning the 2017 Property located in Marion County, Florida, and the 2017 Golden Ocala Approvals.
- B. Pursuant to the Original Agreement, without limitation:
  - 1). Former Owner agreed to certain Proportionate Share Mitigation, including the construction of the Intersection Improvements (which included the Initial Intersection Improvements).
  - 2). Former Owner agreed to convey ROW to County.
  - 3). County agreed to provide Former Owner with Impact Fee Credits.
  - 4). Former Owners acquired the Total Reserved Trips.
- C. By virtue of various conveyances, the entities now designated as Owner above now holds fee simple title to all of the Property and thus have all rights and obligations of Former Owner under the Original Agreement.
- D. The Original Agreement was entered into to provide for transportation concurrency in connection with the 2017 Golden Ocala Approvals.

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<sup>1</sup> Terms capitalized in these Whereas clauses have the meanings set forth in First Amendment Paragraph 1 below.

- E. Owner has now acquired the 2020 Property.
- F. Owner has subsequently submitted applications for the 2020 Golden Ocala Approvals seeking to revise entitlements that were included in the 2017 Golden Ocala Approvals for portions of the 2017 Property, and to add the 2020 Property to the Project.
- G. Simultaneously herewith, the Board of County Commissioners is approving the 2020 Golden Ocala Approvals.
- H. Owner and County have now determined that it is in the best interest of County, Owner and the public if County were to construct the Initial Intersection Improvements, and certain additional Improvements, all being the County Transportation Work.
- I. Owner and County have agreed upon the descriptions of the First Amendment ROW necessary for County to construct the County Transportation Work as well as the calculation of Impact Fee Credits and Proportionate Share Credits that Owner will obtain upon the conveyance of the First Amendment ROW.
- J. Owner and County have reached agreement concerning other matters as set forth in this First Amendment.
- K. The foregoing recitals necessitate the amendment of the Original Agreement pursuant to this First Amendment.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein (which are incorporated herein by reference), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

- 1. **Amended Definitions.** In addition to any other terms which may be specifically defined elsewhere in this First Amendment, the following terms have the following meanings:<sup>2</sup>

- 1.1. *2017 Equivalency Matrix* – The Land Use Exchange Matrix adopted as part of the 2017 Golden Ocala Approvals, a copy of which was attached to the Original Agreement as Exhibit 1.21. The 2017 Equivalency Matrix was defined as the “Equivalency Matrix” in the Original Agreement.
- 1.2. *2017 Golden Ocala Approvals* – Marion County Ordinance No. 17-28 pursuant to which County amended its Comprehensive Plan to permit the development of the Project, and Marion County Ordinance No. 17-29 pursuant to which County assigned the Property a planned unit development (“PUD”) zoning classification for the development of the Property, as such ordinances or approvals may be hereafter amended, or supplemented pursuant to additional amendments to the Comprehensive Plan or PUD zoning. The 2017 Golden Ocala Approvals were defined as the “Golden Ocala Approvals” in the Original Agreement.

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<sup>2</sup> Some of the following terms are new, while others were defined in the Original Agreement; as to the latter, some definitions are being revised and others are not. So that there will be one document that contains all definitions, however, even the unchanged definitions from the Original Agreement are included herein.

- 1.3. *2017 Newly Reserved Trips* – Trips included in the 2017 Reserved Capacity other than the 2017 Previously Reserved Trips. The 2017 Newly Reserved Trips were defined as the “Newly Reserved Trips” in the Original Agreement.
- 1.4. *2017 Previously Reserved Trips* – The following being the Trips that have been reserved prior to the Original Agreement; the 2017 Previously Reserved Trips were defined as the “Previously Reserved Trips” in the Original Agreement:
  - 1.4.1. *1994 Vested Trips* – The Trips generated by developing 798 residential units pursuant to the Marion County Staff Vesting Committee Vesting Order No. 94-9 (the “1994 Vesting Order”), a copy being attached to the Original Agreement as Exhibit 1.1.
  - 1.4.2. *2006 Reserved Trips* – The Trips generated by developing 325,000 square feet of commercial development and a 135-room hotel, as set forth in the Certificate of Concurrency (“2006 Certificate”) issued by the Marion County Planning Department dated April 21, 2006, a copy being attached to the Original Agreement as Exhibit 1.2, pursuant to which Owner made a payment (the “2006 Concurrency Reservation Payment”) in the amount of \$857,935.00 for the 2006 Reserved Trips (the “2006 Reserved Trips”).
- 1.5. *2017 Property* – The portion of the Property owned by Former Owner as of the date of the Original Agreement and as described in the Original Agreement. The 2017 Property is referred to as the 2017 Property on the attached Exhibit A. The 2017 Property was defined as the “Property” in the Original Agreement.
- 1.6. *2017 Reservation of Capacity or 2017 Reserved Capacity* – The reservation of Trips to Owner as set forth in Original Paragraph 7.1. The 2017 Reservation of Capacity or Reserved Capacity were defined as the “Reservation of Capacity” or “Reserved Capacity” in the Original Agreement.
- 1.7. *2017 Total Reserved Trips* – The number of Trips reserved by Owner as set forth in Original Paragraph 7.1.3. The 2017 Total Reserved Trips were defined as the “Total Reserved Trips” in the Original Agreement.
- 1.8. *2017 Traffic Study* – The Traffic Study prepared by Kimley-Horn regarding the Property (identified in the analysis as the “Golden Ocala PUD”) dated August 2017, as supplemented by a response to comments letters from County dated October 4, 2017, assessing the impact on Transportation Facilities of the development of the Property. As set forth in the Original Agreement, the 2017 Traffic Study was developed pursuant to a methodology approved by County and the 2017 Traffic Study was reviewed, approved and accepted by County. The contents of the Traffic Study are, by this reference, incorporated into this Amended Development Agreement. The 2017 Traffic Study was defined as the “Traffic Study” in the Original Agreement.
- 1.9. *2020 Golden Ocala Applications* – The applications filed by Owner to increase the size of the Property by adding the New Property, amend the Comprehensive Plan to a portion of the 2017 Property and to the New Property, assign the New Property a PUD zoning classification, and amend the PUD zoning classification assigned to portions of the 2017 Property, that are the

subject of the following application numbers assigned by the Marion County Growth Services Department: Amendment No. 2020-D01; Amendment No. 2020-L02<sup>3</sup>; and Item No. 200201Z.

- 1.10. *2020 Golden Ocala Approvals* – The Golden Ocala Applications as approved or adopted by the Board of County Commissioners of County.
- 1.11. *2020 Property* – The real properties owned by Owner located in Marion County, Florida, and described as the “2020 Property” on the attached **Exhibit A**.
- 1.12. *Amended Development Agreement* – The Original Agreement as amended by this First Amendment.
- 1.13. *Commencement of Development* – Initiation of any of the following actions with respect to any Parcel shall, as to that Parcel, constitute the “Commencement of Development” for such Parcel: (1) issuance of a building permit or site plan approval for the construction of any non-residential buildings by Owner or any successors-in-title to Owner for the construction of improvements of any nature on any Property within such Parcels (specifically not including issuance of building permits for construction by Owner or any governmental entity of improvements related to water or sewer utilities improvements or Transportation Facilities); or (2) issuance of a building permit for the construction of any residential units by Owner or any successors-in-title to Owner. Approval of conceptual plans, final plans, construction plans or plats for the construction of improvements on any Parcel shall not constitute a “Commencement of Development.”
- 1.14. *Community Planning Act* – Section 163.3161, *et seq.*, Florida Statutes (2020).
- 1.15. *Concert Uses* – Use of the WEC for concerts that: (a) require attendees to purchase a ticket (or otherwise pay) to attend, or where the musical act or performance is the primary attraction; and (b) where the music or performance is performed by professionals. Such definition shall not include use of the WEC for small musical performances that are conducted as part of an equestrian or other use permitted by the Golden Ocala Approvals (e.g., singing the national anthem, entertainment during intermissions in competitive activities or following competitive activities, wedding entertainment, etc.), the admission to which is limited to guests or participants in such equestrian or other use, and as to which other members of the public are not invited to attend.
- 1.16. *Construct* (regardless of whether the terms is capitalized) –
  - 1.16.1. When used in the context of Entrance Improvements, and other Improvements (other than the County Transportation Work): (a) the design, permitting and construction of the Improvements; and (b) procurement of all necessary approvals or permits from all applicable Governmental Authorities.
  - 1.16.2. When used in the context of County Transportation Work: (a) the design, permitting and construction of the County Transportation Work; (b) dedication or conveyance to County of all First Amendment ROW for roads and utilities infrastructure as necessary for the construction of the County Transportation Work; and (c) procurement of all

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<sup>3</sup> This application was originally filed by the Marion County School Board but Owner has acquired title to the real property that is the subject thereof and thus Owner will proceed with this application.

necessary approvals or permits from all applicable Governmental Authorities as necessary for the construction of the County Transportation Work.

- 1.17. *Conveyance Agreement* – The agreement referred to in Revised Paragraph 8.3.1.
- 1.18. *Conveyed ROW* – ROW owned or hereafter acquired by Owner and conveyed to County or FDOT in connection with any Improvements or pursuant to this Amended Development Agreement.
- 1.19. *County* – Marion County, Florida, a political subdivision of the State of Florida.
- 1.20. *County CMS* – The County Concurrency Management System, as codified in Division 8 of Chapter 1 of the County LDR, as the same may be subsequently amended, modified or supplemented.
- 1.21. *County Code* – The “Marion County Code” as defined in Section 1-1 of the County Code, as the same may be subsequently amended, modified or supplemented.
- 1.22. *County Commission* – The Board of County Commissioners of Marion County, Florida.
- 1.23. *County Impact Fee Ordinance* – The “Marion County Impact Fee Ordinance for Transportation Facilities” as defined and codified in Division 2 of Article 10 of the County Code.
- 1.24. *County LDR* – The County’s “Land Development Code,” as adopted by County Ordinance No. 13-20, as defined in Section 1.1.1 of such Code, and as the same may be subsequently amended, modified or supplemented.
- 1.25. *County Transportation Work* – The Improvements being constructed by County pursuant to this First Amendment as set forth in greater detail in Revised Paragraph 6.4 and the attached **Exhibit B**. The County Transportation Work shall be constructed in two phases:
  - 1.25.1. *US 27 County Transportation Work* – The portion of the County Transportation Work located near the intersection of US 27 and NW 80th Avenue as labeled “US 27 County Transportation Work” on the sketch attached hereto as **Exhibit C**.
  - 1.25.2. *SR 40 County Transportation Work* – The portion of the County Transportation Work located near the intersection of SR 40 and NW 80th Avenue and labeled as the “SR 40 County Transportation Work” on the sketch attached hereto as **Exhibit D**.
- 1.26. *County Water/Wastewater Agreement* – The Marion County/Golden Ocala Subregional Water and Wastewater Utilities Agreement Contract No. 97-4 (the “Original County Water/Wastewater Agreement”) recorded in OR Book 2442, Page 955<sup>4</sup>, as amended by an unrecorded First Amendment to Marion County/Golden Ocala Subregional Water and Wastewater Agreement Contract No. 97-4 (the “First Amendment”) dated May 18, 1998 and as further amended by a Second Amendment to Marion County/Golden Ocala Subregional Water and Wastewater Agreement Contract No. 97-4 (the “Second Amendment”) recorded in OR Book 2638, Page 638, and re-recorded in OR Book 2645, Page 1379, and as further amended by a Third Amendment

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<sup>4</sup> All recording references refer to the Public Records of Marion County, Florida.

to Marion County/Golden Ocala Subregional Water and Wastewater Utilities Agreement Contract No. 97-4 (the "Third Amendment"), recorded in OR Book 3609, Page 951.

- 1.27. *Deficient Facilities* – One or more Transportation Facilities for which capacity is inadequate (i.e., the Transportation Facilities will be operating at less than the adopted Level of Service ("LOS") for such Transportation Facilities) as determined by the 2017 Traffic Study, or the New Traffic Study, as of buildout of the Project, other than Transportation Facilities for which capacity is inadequate prior to development of the Property.
- 1.28. *Entrance Improvements* – The Improvements to be undertaken by Owner pursuant to Revised Paragraph 6.2.1. (This phrase does not include signs or other non-transportation entry features, which are the subject of other development applications or approvals by County.)
- 1.29. *ERCs* – Equivalent Residential Connections, as defined in the County Water/Wastewater Agreement.
- 1.30. *FDOT* – Florida Department of Transportation or its successor.
- 1.31. *First Amendment ROW* – The right-of-way owned by Owner and required for the County Transportation Work, including all land required for Stormwater Management Facilities for the Improvements, also including any required easements, temporary easements, construction easements, temporary construction easements, crossing easements, or other contractual rights or licenses required to facilitate the construction, modification, repair, and operation of the County Transportation Work. The First Amendment ROW will be conveyed to County pursuant to the Conveyance Agreement.
- 1.32. *Former Owner* – One or more of the persons listed on Exhibit 1.39 to the Original Agreement, being the legal and equitable owners of each Parcel under the Original Agreement. The entities designated as Owner under this First Amendment were some of the entities designated as "Owner" under the Original Agreement. The Former Owner was defined as the "Owner" in the Original Agreement.
- 1.33. *Golden Ocala Approvals* – The 2017 Golden Ocala Approvals and the 2020 Golden Ocala Approvals.
- 1.34. *Governmental Authority* – Any governmental entity, agency, department, bureau, division, or other representative of any governmental entity which has jurisdiction, permitting authority, or the authority to issue authorizations or approvals regarding the development or usage of the Property or any Parcel thereof, all Improvements which are the subject of this Amended Development Agreement, including the County Transportation Work.
- 1.35. *Impact Fee Credits* – Credits against Impact Fees to be provided to Owner under this Amended Development Agreement.
- 1.36. *Impact Fees* – Impact fees due under the County Impact Fee Ordinance. Because this Amended Development Agreement primarily concerns transportation concurrency and transportation impact fees only, this phrase does not apply to any other impact fees, or similar charges, assessed under the County Code.
- 1.37. *Improvements* – All activities required to be undertaken to complete the design, permitting and construction, of improvements to Deficient Facilities or other improvements to be constructed

under this Amended Development Agreement. This shall include, but not be limited to, all surface improvements, roads, paving, sidewalks, gutters, lighting, Stormwater Management Facilities, and potable water, sanitary sewer, and electrical utilities, reclaimed water, and fiber optic infrastructure. The Improvements include the County Transportation Work.

- 1.38. *Initial Intersection Improvements* – The Initial Improvements to be undertaken by Owner pursuant to Original Paragraphs 6.2.1a and 6.2.3, and described on Exhibit 1.25 to the Original Agreement.
- 1.39. *Intersection Improvements* – The Improvements identified as “Off-Site Intersection Improvements,” on Exhibit 1.25 to the Original Agreement.
- 1.40. *New 2020 Parcels* – The portion of the 2020 Property not included in the 2017 Property, i.e., the real property being added to the Project pursuant to the 2020 Golden Ocala Approvals. A sketch depicting the New 2020 Parcels are attached hereto as Exhibit E.
- 1.41. *New Traffic Study* – The traffic study to be prepared by Owner pursuant to Revised Paragraph 4.2.2.
- 1.42. *Paragraph* – One or more of the following:
  - 1.42.1. *Original Paragraph* – A paragraph of the Original Agreement. For example, “Original Paragraph 2” refers to Paragraph 2 of the Original Agreement.
  - 1.42.2. *Revised Paragraph* – An Original Paragraph as revised by the First Amendment. For example, Original Paragraph 3.1, as revised by First Amendment Paragraph 2, is referred to as “Revised Paragraph 3.1.”
  - 1.42.3. *First Amendment Paragraph* – A paragraph of this First Amendment other than a Revised Paragraph. For example, First Amendment Paragraph 2 refers to the paragraph in the First Amendment that revises Original Paragraph 3.1 to read as set forth in Revised Paragraph 3.1.
- 1.43. *Parcel or Parcels* – A portion of the Property for which Owner or a Subsequent Owner seeks to undertake activities that constitute the Commencement of Development under this Amended Development Agreement.
- 1.44. *Party or Parties* – As applicable, either Owner or County.
- 1.45. *Project* – Collectively, the development of the Property and all related infrastructure required to market and use the Property, or Parcels thereof, as a mixed-use development as contemplated under the terms of this Amended Development Agreement and the Golden Ocala Approvals. The term “Project” shall include all design, permitting and construction of infrastructure Improvements described in this Amended Development Agreement; acquisition of all required ROW for roads and utilities infrastructure; and procurance of all necessary approvals or permits from all applicable Governmental Authorities. This term shall also apply to all actions to be undertaken by Owner and County pursuant to the terms of this Amended Development Agreement or any amendment or supplement thereto.
- 1.46. *Project Engineer* – The engineering firm or firms retained by Owner or County to design, permit, or perform other obligations of Owner hereunder concerning Improvements to be performed by

Owner hereunder. As of the Effective Date, Owner's Project Engineer is Tillman and Associates Engineering, LLC, a Florida limited liability company, and County's Project Engineer is Guerra Development Corp., a Florida corporation. Any party may hereafter change its Project Engineer by providing written notice of the identity of the new Project Engineer to the other party, together with sufficient information to direct Communications to such new Project Engineer under First Amendment Paragraph 12.1.

- 1.47. *Property* – The 2017 Property and the 2020 Property, together with any additional real property hereafter added to the Project pursuant to future amendments to the Golden Ocala Approvals (which amendments may necessitate amending this Amended Development Agreement).
- 1.48. *Proportionate Share Cash Payment* – The payment to be made by Owner under Original Paragraph 5.1.5.c, being the balance of the Proportionate Share Mitigation owed following Owner's construction of the Intersection Improvements referred to in Original Paragraph 5.5.1.a, and the conveyance of ROW referred to in Original Paragraph 5.1.5.b.
- 1.49. *Proportionate Share Credits* – The credits to be provided against the Proportionate Share Mitigation as set forth in Original Paragraph 5.1.5 and in this First Amendment.
- 1.50. *Proportionate Share Mitigation* – The payments to be made, or other activities to be performed, by Owner pursuant to Revised Paragraph 5.1.5.
- 1.51. *ROW* – The right of way required for the Improvements which are the subject of this Amended Development Agreement (including the First Amendment ROW), including all land required for Stormwater Management Facilities for the Improvements, also including any required easements, temporary easements, construction easements, temporary construction easements, crossing easements, or other contractual rights or licenses required to facilitate the construction, modification, repair and operation of the applicable Improvements.
- 1.52. *SR 40* – State Road 40.
- 1.53. *SR 40 Driveway* – One or more driveways to be constructed by Owner between the SR 40 Entrance, and the WEC and WEC Hotel.
- 1.54. *SR 40 Driveway Improvements* – The Improvements to be undertaken by Owner pursuant to Revised Paragraph 6.2.5 concerning the construction of the SR 40 Driveway.
- 1.55. *SR 40 Entrance* – One or more entrances to be constructed by Owner that will provide an entrance to the Property from SR 40 and thereby permit access to connect SR 40 to the WEC and the WEC Hotel.
- 1.56. *SR 40 Entrance Improvements* – The Improvements to be undertaken by Owner pursuant to Revised Paragraph 6.2.4 concerning the construction of the SR 40 Entrance.
- 1.57. *Stormwater Management Facilities* – The drainage retention facilities, ditches, swales, underground pipes, drainage structures, or other improvements which constitute the surface water and stormwater management system which provide stormwater management for all Transportation Facilities to be constructed pursuant to this Amended Development Agreement including the County Transportation Work. The Stormwater Management Facilities shall comply

with the design, construction, and operational requirements of the Water Management District and (as applicable) County.

- 1.58. *Subsequent Owners* – A successor in title to Owner of the Property or any Parcel thereof.
- 1.59. *Transportation Facilities* – All public roads, streets or highways (collectively the “Roadway Segments”), and intersections (“Intersections”) that were studied pursuant to the 2017 Traffic Study, along with those that will be studied pursuant to the New Traffic Study.
- 1.60. *Trip or Project Trip* – A vehicle trip generated by the development of a Parcel measured in terms of net new external PM peak hour vehicle trip generation.
- 1.61. *Updated WEC Traffic Analysis* – The traffic analysis to be prepared by Owner pursuant to Revised Paragraph 4.2.1.
- 1.62. *Water Management District or District* – The Southwest Florida Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of surface water and stormwater management systems, and Stormwater Management Facilities, for the Property and for all County Transportation Work.
- 1.63. *WEC* – The Equestrian Facility permitted on the Property pursuant to the 2017 Golden Ocala Approvals and the 2020 Golden Ocala Approvals.
- 1.64. *WEC Hotel* – The hotel being constructed by Owner as part of the WEC being located immediately to the west of the large outdoor arena for the WEC. The WEC Hotel is significant only insofar as it determines the terminus of the SR40 Driveway Improvements as set forth in Revised Paragraph 6.2.5.a. The WEC Hotel was defined as the “Hotel” in the Original Agreement.

2. **Development Uses Permitted.** By virtue of the 2020 Golden Ocala Approvals, Original Paragraph 3.1 is amended to read as follows:

3. **Development Uses Permitted.**

3.1 The development uses permitted on the Property pursuant to the Golden Ocala Approvals are as follows:

| RESIDENTIAL HOUSING                                      |                          |
|--|--------------------------|
| Low Residential  | 400                      |
| Medium Residential (including original Golden Ocala PUD) | 1103                     |
| Equestrian Estate  | 300                      |
| High Residential   | 408                      |
| Condominium  | 170                      |
| Rural  | 16                       |
| Total Housing Units                                      | 2,397                    |
| NON-RESIDENTIAL  |                          |
| Commercial   | 4,000,000 square feet    |
| Equestrian Facility                                      | 13,500 seats             |
| Hotel  | 1,350 rooms              |
| Recreational Vehicle                                     | 280 units/parking spaces |

3. **Updated WEC Traffic Analysis and New Traffic Study.** Original Paragraph 4.2.1 is amended to read as follows.

4.2.1. Updated Traffic Analyses.

4.2.1.1 At the time of the 2017 Traffic Study, the actual traffic to be generated by the WEC was, although based on reasonable estimates, not based upon empirical data.

4.2.1.2 Owner shall submit an updated traffic analysis (the “Updated WEC Traffic Analysis”) within six (6) months after written notice from County that County has determined, in its reasonable discretion, that such an Updated WEC Traffic Analysis is warranted. County may issue any such notice any time between July 1, 2021 and July 1, 2024. If County does not issue such notice six (6) months prior to July 1, 2024, Owner shall not be required to submit an Updated WEC Traffic Analysis. The methodology of the Updated WEC Traffic Analysis shall be determined by the Owner and County in their reasonable discretion consistent with the following:

- a. The sole purpose of the Updated WEC Traffic Analysis shall be to determine the volume and direction of traffic being generated by events at the WEC; and
- b. May consist of no more than two analyses: one based upon what Owner reasonably believes to be an event at the WEC that will have “average” attendance, and another based upon what the Owner reasonably believes to be an event at the WEC that will have “heavy” attendance.

4.2.1.3 Further, Owner may submit other updates to the 2017 Traffic Study at any time that Owner elects to do so and particularly in connection with the uses, or proposed changes in uses, of the WEC as set forth in Original Paragraph 10 or to revise the 2017 Equivalency Matrix. Each such Updated Traffic Analysis shall be provided by Owner at its sole expense, and shall be developed pursuant to a methodology approved by County and Owner in their reasonable discretion.

4.2.2. New Traffic Study.

4.2.2.1 Owner shall submit a new “all-inclusive” traffic study (a “New Traffic Study”) to support the 2020 Golden Ocala Approvals upon the earlier of:

- a. The date that Owner has obtained building permits for buildings, that when completed, are reasonably anticipated to generate trips resulting in Owner’s remaining 2017 Total Reserved Trips dropping below 332.5 Trips (i.e., Owner has obtained building permits for buildings that generate 90% of the 2017 Total Reserved Trips of 3,325 Trips; or
- b. If requested by the County Engineer, at the time Owner applies for any of the following as to the development of the New 2020 Parcels north

of US 27: Master Plan, Preliminary Plat, Improvement Plan, Final Plat, Major Site Plan, Minor Site Plan, or building permit.

- 4.2.2.2 The New Traffic Study may be based upon a phased development of the Project if approved by the County Engineer; however, all studies shall consider the impacts of the entire Project's full build-out to ensure all studies identify needed improvements and that the development of initial Project phases are not in conflict with, and allow for full build-out conditions.
- 4.2.2.3 Based on the New Traffic Study, a determination shall be made whether additional new Transportation Facilities or upgrades to existing Transportation Facilities are necessary to mitigate the impact on Transportation Facilities caused by the Project as to any Deficient Facilities, and any additional proportionate share mitigation to be made by Owner in connection therewith.
- 4.2.2.4 Thereafter, County and Owner shall negotiate in good faith concerning a further amendment to this Amended Development Agreement, or a separate development agreement providing for transportation concurrency for development approved pursuant to the 2020 Golden Ocala Approvals.
- 4.2.2.5 Until such additional amendment or agreement are entered into, Owner shall be entitled to utilize only the remaining Total Reserved Trips under the Original Agreement or such additional trips as the New Traffic Study indicates are available on applicable transportation facilities without the need for additional mitigation by Owner.
- 4.2.2.6 This Development Agreement constitutes a development agreement pursuant to Section 1.8.6.D.(a)3. of the County Code to provide the method to provide Owner's additional proportionate share mitigation and other means to mitigate any Deficient Facilities.

4. **Proportionate Share Mitigation.** Original Paragraph 5.1.5 is amended to read as follows:

- 5.1.5. Owner shall pay, or perform other obligations set forth below, to provide Proportionate Share Mitigation to County:
  - a. Owner shall convey the ROW pursuant to Revised Paragraph 8, for which Owner shall receive a Proportionate Share Credit, which Proportionate Share Credit shall be calculated: (a) as to the First Amendment ROW, as set forth in the Conveyance Agreement; and (b) as to all other ROW, using the same formula for Impact Fee Credits as set forth in Original Paragraph 11.2.2.b.
  - b. Owner shall pay the balance of the Proportionate Share Mitigation owed, after the Proportionate Share Credits calculated under Revised Paragraph 5.1.5.a, on or before January 1, 2023.
  - c. Following the calculation of the credits under Revised Paragraphs 5.1.5.a, County and Owner shall execute a separate instrument (which may be in the form of an amendment to this Amended Development Agreement, or a separate

instrument executed by the County Administrator and an authorized representative of Owner) acknowledging the amount of the remaining payment due from Owner pursuant to this Revised Paragraph 5.1.5.

5. **Responsibility of Owner and County for Improvements.** Original Paragraph 6 is amended to read as follows:

6. **Responsibilities of Owner and County for Improvements.**

6.1. Generally. Owner shall construct Improvements set forth in Revised Paragraph 6.2 and 6.3, and County shall construct the County Transportation Work pursuant to Revised Paragraph 6.4.

6.2. Initial Owner Improvements.

6.2.1. Owner is not required to construct the Initial Intersection Improvements as all of such Improvements are included in the County Transportation Work to be performed by County.

6.2.2. Owner shall construct the Entrance Improvements required by this Revised Paragraph 6.2.2 consistent with the following schedule:<sup>5</sup>

a. Owner shall complete construction of the Entrance Improvement to the WEC on NW 80th Avenue and described in Revised Paragraphs 6.2.3.a, and 6.2.3.b prior to the WEC Commencement Date.

b. Owner shall complete the construction of the SR 40 Entrance Improvements (referred to in Revised Paragraph 6.2.3.c) no later than six (6) months after the WEC Commencement Date. Notwithstanding the foregoing, if the SR 40 Entrance Improvements are not completed by the WEC Commencement Date, the following provisions shall apply until the SR 40 Entrance Improvements are completed:

1). Notwithstanding that Original Paragraph 10.1 may permit Owner to utilize the WEC for Concert Uses pursuant to special event permits from County (as set forth therein), Owner shall not do so.

2). Owner shall, in connection with each WEC event, provide traffic control officers at the WEC entrances on NW 80th Avenue and, if requested by County following prior events at the WEC because of

<sup>5</sup> Owner has commenced or completed construction of one or more of the Entrance Improvements referred to in this Revised Paragraph 6.2.1 as of the Effective Date of this First Amendment but no Entrance Improvements have been approved by County. Therefore, this Revised Paragraph 6.2.1 is appropriate.

congestion at one or more of the following intersections, at the intersection of SR 40 and NW 80th Avenue and/or the intersection of US 27 and NW 80th Avenue.

- 3). The deadline in this Revised Paragraph 6.2.2 shall be extended based upon *force majeure* or other grounds recognized as sufficient to excuse timely performance under Florida law.

6.2.3. Owner shall construct the Entrance Improvements set forth in Exhibit 1.15 attached to the Original Agreement at the following locations, being the locations of the Entrance Improvements that are necessary for the use of the WEC and related facilities:

- a. NW 80th Avenue at NW 21st Street.
- b. NW 80th Avenue at the entrance to the WEC parking lot.
- c. SR 40 Entrance Improvements (pursuant to Revised Paragraph 6.2.4).

6.2.4. The construction of the SR 40 Entrance Improvements shall:

- a. Consist of all turn lanes and curb cuts required by any Governmental Authority in connection with the construction of same.
- b. Be located approximately as depicted on Exhibit 6.2.4.b attached to the Original Agreement.

6.2.5. Owner shall construct the SR 40 Driveway Improvements which shall comply with the following requirements:

- a. The SR 40 Driveway Improvements shall consist of one or more driveways, generally located as set forth in Exhibit 6.2.4.b to the Original Agreement, each of which shall commence at an SR 40 Entrance and shall continue through the Property to provide access between SR 40, on the one hand, and the WEC and the WEC Hotel on the other hand.
- b. The portion of the SR 40 Driveways Improvements (the general location of which portion is set forth in the Exhibit 6.2.5.b to the Original Agreement) that commences at an SR 40 Entrance and continues through the portion of the Property upon which the WEC will be located, until such SR 40 Driveway connects to other driveways that will further connect the SR 40 Driveway to the proposed guest parking lot for the WEC, shall comply with the following:

- 1). There shall be two access points with SR 40: (a) the first access point being the western driveway having two lanes, one lane for northbound traffic and one lane for southbound traffic; and (b) the second access point being the eastern driveway having three lanes, one lane for ingress and two lanes for egress. Furthermore, the two access points and their driveway segments shall intersect as depicted on Exhibit 6.2.5.b.3. to the Original Agreement.
- 2). From this intersection the driveway becomes four lanes, with two lanes for northbound traffic and the other two lanes for southbound traffic. The four lanes continue from the point of intersection, northerly through the portion of the Property upon which the WEC will be located.
- c. The portion of the SR 40 Driveway Improvements that are immediately to the west of Lots 8, 9, 10 and 11 of the subdivision of the Hamlet at Sherman Oaks, according to the Plat thereof recorded in Plat Book 5, Page 189, Public Records of Marion County, Florida, shall be constructed, and thereafter maintained, consistent with the sketch attached to the Original Agreement as Exhibit 6.2.5.c. The matters set forth on such sketch may be modified, without amending this Amended Development Agreement, by obtaining County Commission approval after public notice to the owners of the foregoing Lots (sent to their addresses shown on the current records of the Marion County Appraiser).

6.3. Subsequent Entrance and Intersection Improvements.

- 6.3.1. Owner shall construct all other Entrance Improvements as and when set forth concerning them in Exhibit 1.15 attached to the Original Agreement, and additional Entrance Improvements as and when required by subsequent approvals or permits issued by County. In connection with the foregoing, Owner and County acknowledge that the list of Entrance Improvements on Exhibit 1.15 attached to the Original Agreement may not be the final Entrance Improvements required for the Project and nothing set forth herein shall preclude Owner from constructing additional Entrance Improvements as subsequently approved by County.
- 6.3.2. If Owner determines that Intersection Improvements other than the County Transportation Work, are appropriate for operational or safety reasons, Owner may elect to construct such Intersection Improvements. If Owner does so:
  - a. Owner shall provide notice to County prior to the date Owner commences construction of such intersection improvements. If County determines that Owner's construction of such

intersection improvements will not interfere with County's proposed construction thereof, County shall provide notice to Owner authorizing Owner to commence to construct such Intersection Improvements;

- b. Owner shall be eligible for a credit against the Proportionate Share Mitigation calculated pursuant to Revised Paragraph 5.1.5.a, and shall not be required to make a payment for such Intersection Improvement pursuant to Revised Paragraph 5.1.5.b.

6.4. County Transportation Work. County shall be responsible for construction of the County Transportation Work as described on, and in accordance with, the attached **Exhibit B**. The County Transportation Work shall be constructed pursuant to the schedule and other provisions of the Conveyance Agreement.

6.5. Prior Expenditures by Owner. Prior to the decision of the parties for County to construct the County Transportation Work, in lieu of Owner construction the Initial Intersection Improvements, Owner incurred \$118,930.00 in engineering costs designing the Initial Intersection Improvements. Owner shall be entitled to Impact Fee Credits and Proportionate Share Credits for such amount pursuant to the Original Agreement and this First Amendment. Simultaneously herewith County shall issue to Owner any documents required under the County System of tracking Impact Fee Credits to document the Impact Fee Credits provided under this Revised Paragraph 6.5.

6. **Conveyed ROW.** Original Paragraph 8 is amended to read as follows:

**8. Conveyed ROW.**

8.1. ROW for Entrance Improvements and Intersection Improvements. Subject to the other provisions of this Revised Paragraph 8, as and when ROW owned by Owner is necessary to construct any Entrance Improvements or Intersection Improvements, Owner shall convey such ROW (the "Conveyed ROW") free and clear of all liens and restrictions that would preclude its use as ROW.

8.2. 80th Avenue Project.

8.2.1. County and Owner agreed that it will be necessary for portions of NW 80th Avenue to be four-laned ("the 80th Avenue Project"), which 80th Avenue Project includes portions of NW 80th Avenue contiguous to the Property.

8.2.2. Owner's proportionate share obligation under the 2017 Golden Ocala Approvals for the 80th Avenue Project is included in the Proportionate Share Mitigation under the Original Agreement.

8.2.3. County shall coordinate the design of the 80th Avenue Project with the Owner, as a stakeholder, and shall, in good faith, give reasonable and

appropriate consideration of any comments or concerns made by the Owner. Without limiting the foregoing, County shall, prior to this submission of any of the following plans or specifications to the appropriate Governmental Authority for permitting, deliver to a representative of Owner (designated by Owner pursuant to the notice provisions of First Amendment Paragraph 12.1) copies of the 30% completion, 60% completion, 90% completion and final completion plans.

8.2.4. As and when County has provided written notice to Owner that County has completed the design for the 80th Avenue Project, and obtained all required federal, state and local permits for the construction of the 80th Avenue Project, Owner shall convey to County ROW that Owner owns for the minimum necessary right-of-way to meet the County standards as specified in the Land Development Regulations, subject to the following.

- a. County has provided written notice to Owner that County has completed the design of the portion of the 80th Avenue Project referred to in this First Amendment as the County Transportation Work in a manner sufficient to determine the ROW necessary for County to perform the County Transportation Work. County and Owner have agreed that the First Amendment ROW is the ROW necessary for County to perform the County Transportation Work. Therefore, Owner shall convey to County the First Amendment ROW pursuant to the Conveyance Agreement as further set forth in Revised Paragraph 8.3. The remaining provisions of this Revised Paragraph 8.2.4 apply to ROW other than the First Amendment ROW.
- b. Owner shall convey ROW up to 40 feet in width from that portion of the Property commencing at the County Fire Station and continuing until the southern boundary of Marion County Tax Parcel 21617-001-00.
- c. Owner shall not be required to convey any ROW on any Parcel on the West Side of NW 80th Avenue between a point that commences at the southern boundary of Marion County Tax Parcel 21617-001-00 and ends at the initial location referred to in Revised Paragraph 8.2.4.d.
- d. Owner shall convey ROW of 60 feet in width from any property owned by Owner contiguous to the western boundary of NW 80th Avenue between the southern boundary of Marion County Tax Parcel 12674-001-02 and the southern boundary of Marion County Tax Parcel 21087-001-01. In recognition of the impact that such conveyance will have on Owner's planned stormwater drainage facilities within the same drainage basin(s) as the WEC, County agreed, in the Original Agreement, to a reduction of the stormwater recovery criteria for such facilities so as to

reduce the area of such drainage facilities, subject to the requirement that any reduction will not result in flooding of the adjacent roadway or of other properties not within the Property; such facilities have been constructed accordingly.

- e. Owner shall convey ROW from any property owned by Owner contiguous to the western boundary of NW 80th Avenue between the southern boundary of Marion County Tax Parcel 21087-001-00 and SR 40 as hereafter agreed to between Owner and County.
- f. Except as expressly set forth in the Conveyance Agreement, Owner shall not be required to convey any real property owned by Owner on the West side of NW 80th Avenue to County for drainage retention areas or swales.
- g. Notwithstanding anything set forth above, Owner shall not be required to convey any ROW if such conveyance would: (a) interfere with, or necessitate the removal of, any improvements constructed by Owner through the Effective Date of this First Amendment; or (b) interfere with the operation of any water retention areas constructed by Owner through the Effective Date of this First Amendment, unless, as part of the 80th Avenue Project, County will be reconstructing such water retention areas, or replacing the retention capacity, of such water retention areas such that Owner retains the ability to treat and retain stormwater in the same quantities and quality as before County's activities. This Paragraph 8.2.4.a shall not apply to the First Amendment ROW.

8.2.5. Owner shall be entitled to Impact Fee Credits for Conveyed ROW as set forth in Original Paragraph 11.2.2.b and, as to the First Amendment ROW, as set forth in the Conveyance Agreement.

8.3. As a result of the County's assumption of the responsibility to construct the County Transportation Work, and the parties agreement concerning the relocation of certain Stormwater Management Facilities to be constructed as part of the County Transportation Work, there is a need for Owner to immediately enter an agreement for conveyance of the First Amendment ROW to County for the County Transportation Work.

8.3.1. Because of the complexity concerning the foregoing matters, and the possibility that provisions thereof will need to be amended more expeditiously than an additional amendment to this Amended Development Agreement can be accomplished, the Parties have agreed that the conveyance of First Amendment ROW shall be effected pursuant to an Agreement Concerning Conveyance of Right of Way and Related Matters (the "Conveyance Agreement") being entered into between County and Owner contemporaneously herewith. The Conveyance Agreement shall implement the provisions of Revised Paragraph 8 concerning the County Transportation Work and First

Amendment ROW, and shall provide for, the schedule of the County Transportation Work, the Impact Fee Credits for such First Amendment ROW, and other matters as set forth in the Conveyance Agreement.

8.3.2. In the event of any inconsistency between the Conveyance Agreement, and this Revised Paragraph 8, the Conveyance Agreement shall prevail.

8.3.3. Owner and County may hereafter amend the Conveyance Agreement without the necessity of amending this Amended Development Agreement.

8.3.4. The parties understand and agree that additional ROW may be needed from Owner in connection with any further development approvals in connection with the Project, but the details of any such future ROW needed by County will be specified by a subsequent agreement.

7. **County Construction of Other Transportation Facilities, Including County Transportation Work.** Original Paragraph 9 is amended to read as follows:

9. **County Construction of Other Transportation Facilities, Including County Transportation Work.**

9.1. Owner’s sole obligation concerning Transportation Facilities (including Deficient Facilities) in connection with the Project as permitted by the 2017 Golden Ocala Approvals shall be to construct Entrance Improvements, and pay or perform Proportionate Share Mitigation, all as required hereunder (except with respect to Deficient Facilities) to be mitigated by Owner pursuant to the New Traffic Study and any future amendment to this Amended Development Agreement.

9.2. County shall be obligated, at its sole expense (except to the extent to which it may use Owner’s Proportionate Share Mitigation) to construct or improve additional Transportation Facilities (including, without limitation, the 80th Avenue Project and the County Transportation Work described in Revised Paragraphs 1.25 and 6.4, as necessary to meet applicable level of service standards.

8. **Impact Fee Credits.** Original Paragraph 11.14 is amended to add Revised Paragraph 11.4.13 to read as follows:

11.4.13. Owner shall not be entitled to Impact Fee Credits for the County Transportation Work except as set forth in the Conveyance Agreement and in Revised Paragraph 6.5.

9. **Adopted Pursuant to Florida Local Government Development Agreement Act.** This First Amendment has been adopted pursuant to the “Florida Local Government Development Agreement Act” (codified at Sections 163.3220 through 163.3243, Florida Statutes (2020)).

10. **Joinder by Parcel Titleholders.**

- 10.1. Pursuant to Original Paragraph 18, entities other than the Former Owner under the Original Agreement (the "Parcel Titleholders") were obligated to enter into joinders to the Original Agreement.
- 10.2. Following the Original Agreement, however, the Parcel Titleholders conveyed their interests to the entities designated as Owner hereunder.
- 10.3. Therefore, by executing this First Amendment, all of the entities that own the Property are now parties to the Amended Development Agreement and it is not necessary for any other entities to join herein.

11. **Fire Truck.**

- 11.1. For purposes of this First Amendment Paragraph 11, the following terms have the following meanings:
  - 11.1.1. *Fire Truck Payment* – The payment in the amount of \$1,300,000.00 to be made by Owner pursuant to First Amendment Paragraph 11.2
  - 11.1.2. *Fire Truck Reimbursement* – The amount to be paid to Owner by County as and when set forth in First Amendment Paragraph 11.3.
- 11.2. Owner shall pay to County the sum of \$1,300,000.00 (the "Fire Truck Payment") to totally or partially fund a new fire truck that will be capable of providing fire protection to the WEC Hotel (and other improvements that may be built by Owner on the Property and perhaps by others elsewhere in Marion County), and that will be assigned by the Marion County Fire Department to a County Fire Station located in such proximity to the WEC as to be able to provide adequate fire service to the WEC. The Fire Truck Payment shall be made within thirty (30) days of a request for payment from County which may not be made before both of the following have occurred: (a) the 2020 Golden Ocala Approvals become effective pursuant to applicable law, including Section 163.3184, Florida Statutes; and (b) Marion County needs the Fire Truck Payment to order the new fire truck or to pay for the new fire truck after delivery.
- 11.3. In recognition that the public, and other property owners, will benefit by the provision of the New Fire Truck being funded with the Fire Truck Payment, County agrees to pay to Owner the Fire Truck Reimbursement as follows:
  - 11.3.1. At such time as County determines the Fire Truck Reimbursement is payable pursuant to First Amendment Paragraph 11.2, County shall provide Owner written notice of its intent to either (a) pay the Fire Truck Reimbursement in full on July 1, 2022, or (b) issue a note payable from legally available revenues of County in annual installments commencing July 1, 2022 and each July 1 thereafter, in the annual amount of \$250,000.00 for payments one through five, and \$50,000.00 for the sixth and final payment. If County chooses to issue a note, such note shall be prepayable at any time without penalty and County shall pay any documentary excise taxes due.

11.3.2. The Fire Truck Reimbursement shall continue until the amount of the Fire Truck Payment has been paid to Owner.

11.4. Further, as additional consideration for Owner's payment of the Fire Truck Payment, County agrees that concerning real property owned by Owner with Marion County Tax Parcel ID Numbers 23204-017-00, 23204-018-00 and 23204-023-00 (which real property is not included in the Property subject to this Amended Development Agreement), County consents to Owner connecting such Property to water and wastewater lines owned and operated by the City of Ocala, a Florida municipal corporation ("City") and to City providing water and wastewater service to such Property perpetually thereafter.

**12. General Provisions.**

**12.1. Notices.**

12.1.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under the Amended Development Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this First Amendment Paragraph 12.1:

12.1.1.1. If to County: County Administrator, 601 SE 25th Avenue, Ocala, FL 34471;

a. With a copy to: County Planning Director, 2710 E. Silver Springs Boulevard, Ocala, FL 34470;

b. With a copy to: County Attorney, 601 SE 25th Avenue, Ocala, FL 34471.

12.1.1.2. If to Owner: Attn: Corporate Legal Department, 600 Gillam Road, Wilmington, Ohio 45177; email: none (do not use email for this address);

a. With a copy to: Don DeLuca, 7290 College Parkway, Suite 400, Fort Myers, FL 33907; email: ddeluca@rlcarriers.com.

b. With a copy to: W. James Gooding III, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@ocalalaw.com.

12.1.2. Each such Communication shall be deemed delivered:

12.1.2.1. On the date of delivery if by personal delivery with signed receipt thereof;

12.1.2.2. On the date of email transmission if by email (subject to First Amendment Paragraph 12.1.5); and

- 12.1.2.3. 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.
- 12.1.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday, or legal holiday.
- 12.1.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with First Amendment Paragraph 12.1.2.
- 12.1.4. 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.
- 12.1.5. Concerning Communications sent by email:
  - 12.1.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by the Amended Development Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
  - 12.1.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by the Amended Development Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
  - 12.1.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
  - 12.1.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
  - 12.1.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

12.2. Exhibits.

12.2.1. The Exhibits attached to this First Amendment are as follows:

12.2.1.1. **Exhibit A** – Property

- 12.2.1.2. **Exhibit B** – County Transportation Work
- 12.2.1.3. **Exhibit C** – US 27 County Transportation Work
- 12.2.1.4. **Exhibit D** – SR 40 County Transportation Work
- 12.2.1.5. **Exhibit E** – New 2020 Parcels

12.3. **Effective Date.** This First Amendment shall become effective upon the later of the following:

12.3.1. The recording of the fully executed Agreement in the Public Records of Marion County, Florida, as set forth in Section 163.3239, Florida Statutes; or

12.3.2. The date that the 2020 Golden Ocala Approvals become effective under applicable law including, without limitation, Section 163.3184, Florida Statutes.

12.4. **Entire Understanding.** This First Amendment 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 First Amendment may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this First Amendment signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought.

13. **Effect on Original Agreement.** Except as expressly set forth herein, the Original Agreement is not amended or modified. All references herein or in the Original Agreement to “this First Amendment,” “the Agreement,” or similar terms shall be deemed to refer to the Amended Development Agreement.

**THEREFORE,** the Parties have executed this First Amendment as of the Effective Date.

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SIGNATURES START ON NEXT PAGE**

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: Jeff Gold  
Jeff Gold, Chairman

BCC Approved: 12/16/2020

ATTEST:

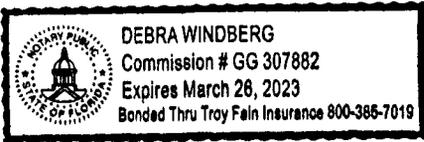
Gregory C. Hatrell  
Gregory C. Hatrell, Clerk

For use and reliance of Marion County only, approved as to form and legal sufficiency:

Matthew Guy Minter  
Matthew Guy Minter, County Attorney

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this January 19, 2021, by Jeff Gold, as Chairman of the Board of County Commissioners of Marion County, Florida, a political subdivision of the State of Florida, on behalf of the County.



Debra Windberg  
Notary Public, State of Florida  
Name: Debra Windberg  
(Please print or type)

Commission Number: GG 307882  
Commission Expires: March 28, 2023

Notary: Check one of the following:

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

Equestrian Operations, L.L.C., an Ohio limited liability company

Dee Beck  
Witness

Dee Beck  
Print Witness Name

[Signature]  
Witness

Dustin M. Owen  
Print Witness Name

By: R L Roberts  
Ralph L. Roberts Sr.  
as Chairman of the Board

STATE OF Florida  
COUNTY OF Manion

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this January 15, 2021, by Ralph L. Roberts Sr. as Chairman of the Board of Equestrian Operations, L.L.C., an Ohio limited liability company, on behalf of the company.

Dee Beck  
Notary Public, State of Florida  
Name: Dee Beck  
(Please print or type)

Commission Number: GG950121  
Commission Expires: Jan. 22, 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: \_\_\_\_\_



Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company

Dee Beck  
Witness

By: R L Roberts  
Ralph L. Roberts SR.  
as Chairman of the Board

Dee Beck  
Print Witness Name

[Signature]  
Witness

Dustin M Owen  
Print Witness Name

STATE OF Florida  
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this January 15, 2021, by Ralph L. Roberts SR as Chairman of the Board of Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company, on behalf of the company.

Dee Beck  
Notary Public, State of Florida  
Name: Dee Beck  
(Please print or type)

Commission Number: GG950121  
Commission Expires: Jan. 22, 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: \_\_\_\_\_



R.L.R. Investments, LLC, an Ohio limited liability company

Dee Beck  
Witness

Dee Beck  
Print Witness Name

[Signature]  
Witness

Rustin M. Olsen  
Print Witness Name

By: Ralph L. Roberts SR  
as Chairman of the Board

STATE OF Florida  
COUNTY OF Manion

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this January 15, 2021, by Ralph L. Roberts SR as Chairman of the Board of R.L.R. Investments, LLC, an Ohio limited liability company, on behalf of the company.

Dee Beck  
Notary Public, State of Florida  
Name: Dee Beck  
(Please print or type)

Commission Number: GG 950121  
Commission Expires: Jan. 22, 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: \_\_\_\_\_



Roberts Development Corporation, an Ohio corporation

Dee Beck  
Witness

By: R L Roberts  
Ralph L. Roberts SR.  
as Chairman of the Board

Dee Beck  
Print Witness Name

[Signature]  
Witness

DUSTIN M. OWEN  
Print Witness Name

STATE OF Florida  
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this January 15, 2021, by Ralph L. Roberts SR as Chairman of the Board of R.L.R. Investments, LLC, an Ohio limited liability company, on behalf of the company.

Dee Beck  
Notary Public, State of Florida  
Name: Dee Beck  
(Please print or type)

Commission Number: GG950121  
Commission Expires: Jan. 22, 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**

**2017 PROPERTY**

**PARCEL 1**

A PARCEL OF LAND LYING IN SECTIONS 1, 2, 11, 12, 13 AND 14, TOWNSHIP 15 SOUTH, RANGE 20 EAST; AND SECTIONS 35 AND 36, TOWNSHIP 14 SOUTH, RANGE 20 EAST; AND SECTION 6, TOWNSHIP 15 SOUTH, RANGE 21 EAST; AND SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE S.89°12'24"E., ALONG THE SOUTH BOUNDARY OF SAID SECTION 2, 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 100TH AVENUE (WIDTH VARIES) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LANDS. THENCE N.01°16'34"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 652.47 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°12'11"E., 3269.27 FEET; THENCE N.01°21'07"E., 10.00 FEET; THENCE S.89°12'11"E., 662.88 FEET; THENCE N.01°29'33"E., 660.95 FEET; N.89°11'10"W., 2646.61 FEET; THENCE N.01°09'51"E., 1323.61 FEET; THENCE N.01°13'58"E., 1262.57 FEET; THENCE N.48°19'18"W., 98.72 FEET; THENCE N.89°18'46"W., 720.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD (WIDTH VARIES); THENCE N.35°57'08"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1208.94 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.34°36'33"E., 194.48 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.39°10'57"E., 231.10 FEET TO A POINT ON THE SOUTH BOUNDARY OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°37'25"E., ALONG SAID SOUTH BOUNDARY, 2504.55 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.01°17'38"E., 1209.29 FEET; THENCE N.89°35'39"W., 1437.08 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD, SAID POINT BEING ON A 736.57 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.30°47'14"E. 138.66 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 10°48'06", A DISTANCE OF 138.86 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°33'33"E., 31.64 FEET TO THE N.W. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE S.89°35'39"E., ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 35, 1268.90 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, N.23°11'28"E., 989.99 FEET; THENCE N.23°57'35"E., 638.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF N. U.S. HIGHWAY 27 (WIDTH VARIES), SAID POINT BEING ON A 1532.60 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.73°13'40"E. 854.04 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'23", A DISTANCE OF 865.50 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.89°24'22"E., 119.00 FEET TO THE N.E. CORNER OF "GREY OAKS", AS RECORDED IN BOARD OF COUNTY COMMISSIONERS EASEMENTS BOOK 1, PAGES 1 AND 2, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE BOUNDARY OF SAID "GREY OAKS" THE FOLLOWING NINE (9) COURSES: (1) S.00°43'17"W., 1256.80 FEET; (2) N.89°14'22"W., 189.91 FEET; (3) N.89°41'14"W., 661.80 FEET; (4) S.00°48'53"W., 740.73 FEET; (5) S.00°51'27"W., 1928.27 FEET; (6) S.89°27'05"E., 664.72 FEET; (7) S.88°31'01"E., 1321.97 FEET; (8) N.00°52'56"E., 1365.69 FEET; (9) N.00°40'49"E., 2582.83 FEET TO

THE N.W. CORNER OF TRACT 1 OF "GOLDEN OCALA UNIT NO. ONE", AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "W", PAGES 75 THROUGH 80, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED N. U.S. HIGHWAY NO. 27; THENCE S.89°23'15"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 2068.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S.00°35'05"W., 145.45 FEET; THENCE S.89°24'55"E., 149.96 FEET; THENCE N.00°35'05"E., 145.48 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE S.89°25'33"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.89°25'33"E., 184.81 FEET TO THE N.E. CORNER OF TRACT "J", "RLR GOLDEN OCALA UNIT NO. THREE PLAT", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 110 THROUGH 119, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE BOUNDARY OF SAID "RLR GOLDEN OCALA UNIT NO. THREE PLAT" THE FOLLOWING FIFTEEN (15) COURSES: (1) S.00°35'31"W., 525.48 FEET; (2) N.89°28'19"W., 550.72 FEET; (3) S.00°37'15"W., 791.38 FEET; (4) S.31°23'32"E., 827.06 FEET; (5) S.00°19'49"W., 600.14 FEET; (6) S.89°40'42"E., 286.11 FEET; (7) S.00°22'35"W., 1290.38 FEET; (8) S.85°30'19"E., 893.72 FEET; (9) N.65°33'19"E., 199.87 FEET; (10) S.61°04'53"E., 499.86 FEET; (11) N.11°44'07"E., 199.98 FEET; (12) N.70°19'54"E., 229.21 FEET; (13) N.20°25'51"E., 500.11 FEET; (14) N.61°33'40"W., 559.73 FEET; (15) N.05°41'20"W., 548.44 FEET TO THE S.W. CORNER OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE S.89°37'32"E., ALONG THE SOUTH BOUNDARY OF SAID SECTION 31, 900.74 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°31'49"E., 1099.23 FEET; THENCE S.89°35'46"E., 803.68 FEET; THENCE N.06°46'07"E., 1231.92 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF N. U.S. HIGHWAY NO. 27; THENCE S.77°25'51"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 3317.73 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 70TH AVENUE ROAD (WIDTH VARIES); THENCE S.00°32'30"W., ALONG SAID WESTERLY RIGHT OF WAY LINE, 989.62 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S.84°46'23"W., 5.03 FEET; THENCE N.89°27'30"W., 250.00 FEET; THENCE S.00°32'30"W., 233.00 FEET; THENCE S.89°27'30"E., 243.28 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID N.W. 70TH AVENUE ROAD, SAID POINT BEING ON A 450.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.36°39'55"W. 349.42 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 45°41'25", A DISTANCE OF 358.85 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) S.59°24'14"W., 129.61 FEET; (2) S.59°28'46"W., 876.12 FEET; (3) S.00°27'58"W., 11.66 FEET; (4) S.59°28'46"W., 3397.02 FEET TO A POINT ON A 2393.63 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.40°23'19"W. 1565.75 FEET; (5) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°10'54", A DISTANCE OF 1595.10 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.89°31'43"W., 938.79 FEET; THENCE S.00°24'50"W., 288.11 FEET; THENCE N.89°31'43"W., 520.03 FEET; THENCE S.00°31'16"W., 361.51 FEET; THENCE S.89°31'43"E., 1320.44 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 80TH AVENUE (WIDTH VARIES), SAID POINT BEING ON A 2383.63 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.02°55'31"W. 202.66 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°52'23", A DISTANCE OF 202.72 FEET; (2) S.00°30'39"W., 1323.58 FEET TO A POINT ON THE SOUTH BOUNDARY OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 20 EAST; (3) S.03°06'11"E., 502.98 FEET; (4) S.00°21'45"W., 159.62 FEET; (5) S.00°25'11"W., 1349.93 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.87°30'36"W., 1318.04 FEET; THENCE S.00°24'04"W., 636.26 FEET; THENCE S.89°32'54"E., 364.85 FEET; THENCE S.87°38'44"E., 952.93 FEET TO A POINT ON AFORESAID WESTERLY

RIGHT OF WAY LINE; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) S.00°36'56"W., 1297.31 FEET; (2) S.00°28'33"W., 1324.88 FEET TO A POINT ON THE SOUTH BOUNDARY OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.87°50'14"W., ALONG SAID SOUTH BOUNDARY, 2684.21 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 12; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N.87°49'18"W., 1358.10 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE N.W. 1/4 OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE S.00°18'31"E., ALONG SAID EAST BOUNDARY, 1004.06 FEET; THENCE CONTINUE ALONG SAID EAST BOUNDARY, S.00°15'48"W., 1609.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WEST HIGHWAY 40 (WIDTH VARIES); THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) N.88°52'11"W., 808.86 FEET; (2) N.88°55'14"W., 561.55 FEET TO A POINT ON A 22579.55 FOOT RADIUS CURVE CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF N.89°33'45"W. 502.84 FEET; (3) THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°16'34", A DISTANCE OF 502.85 FEET; (4) S.89°49'55"W., 2111.23 FEET TO A POINT ON THE EAST BOUNDARY OF THE N.W. 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, N.00°19'29"E., ALONG SAID EAST BOUNDARY, 2643.84 FEET TO A POINT ON THE NORTH BOUNDARY OF THE N.W. 1/4 OF SAID SECTION 14; THENCE N.89°55'19"W., ALONG SAID NORTH BOUNDARY, 2579.41 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 100TH AVENUE (WIDTH VARIES); THENCE N.00°46'14"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1347.69 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°44'18"E., 612.05 FEET; THENCE N.00°48'23"E., 495.45 FEET; THENCE N.89°45'36"W., 612.37 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE N.00°46'11"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 178.82 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°40'00"E., 1270.04 FEET; THENCE N.00°50'53"E., 671.74 FEET; THENCE N.89°34'39"W., 1264.68 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N.00°45'55"E., 337.03 FEET; (2) N.00°02'30"W., 1520.80 FEET; (3) N.00°45'52"W., 837.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

## **PARCEL 2**

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.W. CORNER OF THE EAST 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE N.00°42'10"E., ALONG THE WEST BOUNDARY OF THE EAST 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 35, 1328.43 FEET; THENCE S.89°34'51"E., 1556.32 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD (WIDTH VARIES), SAID POINT BEING ON A 676.67 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.38°57'22"W. 262.23 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: (1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°20'42", A DISTANCE OF 263.90 FEET; (2) S.50°06'46"W., 473.48 FEET TO A POINT ON A 484.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.39°26'31"W. 179.68 FEET; (3) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°23'14", A DISTANCE OF 180.73 FEET; (4) S.28°45'05"W., 198.60 FEET TO A POINT ON A 1076.88 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A

CHORD BEARING AND DISTANCE OF S.37°16'24"W. 320.39 FEET; (5) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°06'37", A DISTANCE OF 321.59 FEET; (6) S.45°52'23"W., 351.20 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 35; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, ALONG THE SOUTH BOUNDARY OF SAID SECTION 35 THE FOLLOWING TWO (2) COURSES: (1) S.89°43'02"W., 56.98 FEET; (2) N.89°27'07"W., 331.66 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

**TOGETHER WITH**

**2020 PROPERTY**

**(Includes 2017 Property and additional real property. See Exhibit E for sketch of New 2020 Parcels.)**

**TRACT 1**

A PARCEL OF LAND LYING IN SECTIONS 1, 2, 11, 12, 13 AND 14, TOWNSHIP 15 SOUTH, RANGE 20 EAST; AND SECTIONS 35 AND 36, TOWNSHIP 14 SOUTH, RANGE 20 EAST; AND SECTION 6, TOWNSHIP 15 SOUTH, RANGE 21 EAST; AND SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE S.89°12'24"E., ALONG THE SOUTH BOUNDARY OF SAID SECTION 2, 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 100TH AVENUE (WIDTH VARIES) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LANDS. THENCE N.01°16'34"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 692.47 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°12'11"E., 2066.07 FEET; THENCE N.01°14'35"E., 631.47 FEET; THENCE N.89°11'10"W., 777.66 FEET; THENCE N.01°09'51"E., 1323.61 FEET; THENCE N.01°13'58"E., 1262.57 FEET; THENCE N.48°19'18"W., 98.72 FEET; THENCE N.89°18'46"W., 720.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD (WIDTH VARIES); THENCE N.35°57'08"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1208.94 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.34°36'33"E., 194.48 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.39°10'57"E., 231.98 FEET TO A POINT ON THE SOUTH BOUNDARY OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.45°44'36"E., 290.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 1136.88 FEET AND HAVING A CHORD BEARING AND DISTANCE OF N.37°14'40"E. 338.33 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 17°06'52", A DISTANCE OF 339.59 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.28°43'08"E., 198.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 416.41 FEET AND HAVING A CHORD BEARING AND DISTANCE OF N.39°40'07"E. 157.81 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 21°50'48", A DISTANCE OF 158.77 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.50°03'43"E. 473.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 736.57 FEET AND HAVING A CHORD BEARING AND DISTANCE OF N.37°45'23"E. 315.58 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY

LINE, THROUGH A CENTRAL ANGLE OF 24°44'24", A DISTANCE OF 318.05 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°33'33"E., 31.64 FEET TO THE N.W. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE S.89°35'39"E., ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 35, 1268.90 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, N.23°11'28"E., 989.99 FEET; THENCE N.23°57'35"E., 638.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF NORTH U.S. HIGHWAY 27 (WIDTH VARIES), SAID POINT BEING ON A 1532.60 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.73°13'40"E. 854.04 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'23", A DISTANCE OF 865.50 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.89°24'22"E., 119.00 FEET TO THE N.E. CORNER OF "GREY OAKS", AS RECORDED IN BOARD OF COUNTY COMMISSIONERS EASEMENTS BOOK 1, PAGES 1 AND 2, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE BOUNDARY OF SAID "GREY OAKS" THE FOLLOWING NINE (9) COURSES: (1) S.00°43'17"W., 1256.80 FEET; (2) N.89°14'22"W., 189.91 FEET; (3) N.89°41'14"W., 661.80 FEET; (4) S.00°48'53"W., 740.73 FEET; (5) S.00°51'27"W., 1928.27 FEET; (6) S.89°27'05"E., 664.72 FEET; (7) S.88°31'01"E., 1321.97 FEET; (8) N.00°52'56"E., 1365.69 FEET; (9) N.00°40'49"E., 2582.83 FEET TO THE N.W. CORNER OF TRACT 1 OF "GOLDEN OCALA UNIT NO. ONE", AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "W", PAGES 75 THROUGH 80, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED NORTH U.S. HIGHWAY 27; THENCE S.89°23'15"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 2068.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S.00°35'05"W., 145.45 FEET; THENCE S.89°24'55"E., 149.96 FEET; THENCE N.00°35'05"E., 145.48 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE S.89°25'33"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1625.85 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S.00°40'31"W., 135.02 FEET; THENCE S.89°22'35"E., 268.63 FEET; THENCE N.00°58'29"E., 135.16 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE, SAID POINT BEING ON A 5629.58 FOOT RADIUS CURVE CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF N.83°15'59"E. 1144.74 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE 11°40'15", A DISTANCE OF 1146.72 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE S.77°25'51"E., 3878.94 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 70TH AVENUE ROAD (WIDTH VARIES); THENCE S.00°32'30"W., ALONG SAID WESTERLY RIGHT OF WAY LINE, 990.11 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S.84°46'23"W., 5.03 FEET; THENCE N.89°27'30"W., 250.00 FEET; THENCE S.00°32'30"W., 233.00 FEET; THENCE S.89°27'30"E., 243.28 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID N.W. 70TH AVENUE ROAD, SAID POINT BEING ON A 450.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.36°31'42"W. 349.81 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 45°44'38", A DISTANCE OF 359.27 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) S.59°24'01"W., 129.92 FEET; (2) S.59°28'46"W., 876.18 FEET; (3) S.00°27'58"W., 11.66 FEET; (4) S.59°28'46"W., 3397.02 FEET TO A POINT ON A 2393.63 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.40°23'19"W. 1565.75 FEET; (5) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°10'54", A DISTANCE OF 1595.10 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.89°31'43"W., 938.79 FEET; THENCE S.00°24'50"W., 288.11

FEET; THENCE N.89°31'43"W., 520.03 FEET; THENCE S.00°31'16"W., 361.51 FEET; THENCE S.89°31'43"E., 1320.44 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 80TH AVENUE (WIDTH VARIES), SAID POINT BEING ON A 2383.63 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.02°55'31"W. 202.66 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 04°52'23", A DISTANCE OF 202.72 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES: (1) S.00°30'39"W., 1323.58 FEET TO A POINT ON THE SOUTH BOUNDARY OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 20 EAST; (2) S.03°06'11"E., 502.98 FEET; (3) S.00°21'45"W., 159.62 FEET; (4) S.00°25'11"W., 2009.13 FEET; (5) S.00°29'08"W., 1297.39 FEET; (6) N.87°45'15"W., 3.00 FEET (7) S.00°28'33"W., 1324.88 FEET; TO A POINT ON THE SOUTH BOUNDARY OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.87°50'14"W., ALONG SAID SOUTH BOUNDARY, 2684.21 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 12; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N.87°49'18"W., 1358.10 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE N.W. 1/4 OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE S.00°18'14"W., ALONG SAID EAST BOUNDARY, 1294.75 FEET; THENCE DEPARTING SAID EAST BOUNDARY, S.88°06'30"E., 617.32 FEET; THENCE S.00°15'27"W., 723.06 FEET; THENCE S.88°50'12"E., 290.13 FEET; THENCE N.00°46'46"E., 217.87 FEET; THENCE S.88°27'44"E., 444.76 FEET; THENCE SOUTH 303.76 FEET; THENCE S.88°29'51"E., 1344.94 FEET; THENCE S.01°01'42"W., 321.36 FEET; THENCE N.88°30'57"W., 893.39 FEET; THENCE S.01°29'15"W., 178.54 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST HIGHWAY 40 (WIDTH VARIES); THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: (1) N.88°30'56"W., 875.18 FEET; (2) N.88°56'18"W., 924.23 FEET; (3) N.88°52'11"W., 808.19 FEET; (4) N.88°55'14"W., 561.55 FEET TO A POINT ON A 22579.55 FOOT RADIUS CURVE CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF N.89°33'45"W. 502.84 FEET; (5) THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°16'34", A DISTANCE OF 502.85 FEET; (6) S.89°49'55"W., 2111.23 FEET TO A POINT ON THE EAST BOUNDARY OF THE N.W. 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, N.00°19'29"E., ALONG SAID EAST BOUNDARY, 2643.84 FEET TO A POINT ON THE NORTH BOUNDARY OF THE N.W. 1/4 OF SAID SECTION 14; THENCE N.89°55'19"W., ALONG SAID NORTH BOUNDARY, 2579.41 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 100TH AVENUE (WIDTH VARIES); THENCE N.00°46'14"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1347.69 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°44'18"E., 612.05 FEET; THENCE N.00°48'23"E., 495.45 FEET; THENCE N.89°45'36"W., 612.37 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE N.00°46'11"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 178.82 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°40'00"E., 1270.04 FEET; THENCE N.00°50'53"E., 671.74 FEET; THENCE N.89°34'39"W., 1264.68 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N.00°45'55"E., 337.03 FEET; (2) N.00°02'30"W., 1520.80 FEET; (3) N.00°45'52"E., 837.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

**TRACT 2**

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.W. CORNER OF THE NORTH 1/2 OF THE S.E. 1/4 OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE N.01°22'58"E., ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF SAID SECTION 10, 2682.10 FEET TO THE N.E. CORNER OF FELLOWSHIP ACRES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK S, PAGES 81 THROUGH 84, PUBLIC RECORDS MARION COUNTY, FLORIDA; THENCE S.89°39'53"W., ALONG THE NORTH BOUNDARY OF SAID FELLOWSHIP ACRES, 2685.52 FEET; THENCE N.00°46'12"E., 661.10 FEET; THENCE N.89°27'47"E., 2693.01 FEET TO A POINT ON THE AFOREMENTIONED WEST BOUNDARY OF THE EAST 1/2 OF SAID SECTION 10; THENCE DEPARTING SAID WEST BOUNDARY, N.89°50'19"E., 2580.99 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.W. 100TH AVENUE (WIDTH VARIES); THENCE S.00°32'57"E., ALONG SAID WEST RIGHT OF WAY LINE, 673.07 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, S.89°51'52"W., 1295.59 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 1/2 OF THE N.E. 1/4 OF SAID SECTION 10; THENCE S.01°07'28"W., ALONG SAID WEST BOUNDARY, 1344.17 FEET TO THE S.W. CORNER OF THE EAST 1/2 OF THE N.E. 1/4 OF SAID SECTION 10; THENCE S.02°49'23"W., 1015.23 FEET; THENCE S.00°47'27"W., 330.06 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE N.89°46'59"W., ALONG SAID SOUTH BOUNDARY, 1291.94 FEET TO THE POINT OF BEGINNING.

**TRACT 3**

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.W. CORNER OF THE EAST 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE N.00°42'10"E., ALONG THE WEST BOUNDARY OF THE EAST 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 35, 1328.43 FEET; THENCE S.89°34'51"E., 1556.32 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD (WIDTH VARIES), SAID POINT BEING ON A 676.67 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.38°57'22"W. 262.23 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: (1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°20'42", A DISTANCE OF 263.90 FEET; (2) S.50°06'46"W., 473.48 FEET TO A POINT ON A 484.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.39°26'31"W. 179.68 FEET; (3) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°23'14", A DISTANCE OF 180.73 FEET; (4) S.28°45'05"W., 198.60 FEET TO A POINT ON A 1076.88 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.37°16'24"W. 320.39 FEET; (5) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°06'37", A DISTANCE OF 321.59 FEET; (6) S.45°52'23"W., 351.20 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 35; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, ALONG THE SOUTH BOUNDARY OF SAID SECTION 35 THE FOLLOWING TWO (2) COURSES: (1) S.89°43'02"W., 56.98 FEET; (2) N.89°27'07"W., 331.66 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

**TRACT 4**

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE S.00°44'08"W., ALONG THE WEST BOUNDARY OF SAID SECTION, 2700.90 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID WEST BOUNDARY, S.88°14'53"E., 175.63 FEET; THENCE N.83°22'15"E., 132.81 FEET; THENCE S.89°34'03"E., 1003.72 FEET; THENCE S.01°15'14"E., 82.48 FEET; THENCE N.89°57'15"E., 1315.25 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD (60 FEET WIDE); THENCE S.01°01'22"W., ALONG SAID WEST RIGHT OF WAY LINE, 914.02 FEET TO A POINT ON A 680.94 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.10°48'39"E. 231.52 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 19°34'32", A DISTANCE OF 232.65 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, N.89°35'11"W., 2583.97 FEET TO A POINT ON THE AFORESAID WEST BOUNDARY OF SAID SECTION 35; THENCE N.00°44'08"E., ALONG SAID WEST BOUNDARY, 1281.75 FEET TO THE POINT OF BEGINNING.

**TRACT 5**

A PORTION OF SECTIONS 19 AND 30, TOWNSHIP 14 SOUTH, RANGE 21 EAST AND SECTION 25, TOWNSHIP 14 SOUTH, RANGE 20 EAST MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE N.W. CORNER OF THE EAST 1/2 OF THE N.E. 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH RANGE 20 EAST; THENCE S.89°27'10"E., A DISTANCE OF 1313.41 FEET TO THE S.W. CORNER OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 19, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE N.00°11'17"E., A DISTANCE OF 661.71 FEET TO THE N.W. CORNER OF SAID WEST 1/2 OF THE SOUTH 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4; THENCE S.89°17'46"E., A DISTANCE OF 1174.51 FEET TO THE N.E. CORNER OF THE EAST 1/2 OF SAID SOUTH 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4; THENCE N.00°25'09"E., A DISTANCE OF 307.74 FEET; THENCE S.89°30'18"E., A DISTANCE OF 3940.97 FEET TO THE WEST RIGHT OF WAY LINE OF N.W. HIGHWAY NO. 225A; THENCE S.00°29'48"W., ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 2004.68 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE S.00°30'19"W., A DISTANCE OF 1207.46 FEET; THENCE DEPARTING SAID WEST RIGHT OF LINE N.89°31'56"W., A DISTANCE OF 1101.35 FEET; THENCE S.01°17'28"W., A DISTANCE OF 394.60 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 30; THENCE N.89°31'55"W. ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 1514.60 FEET TO THE S.W. CORNER OF THE N.E. 1/4 OF SECTION 30, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE N.00°34'34"E. ALONG THE WEST BOUNDARY LINE OF SAID N.E. 1/4, A DISTANCE OF 1169.79 FEET; THENCE DEPARTING SAID WEST BOUNDARY N.89°31'29"W., A DISTANCE OF 225.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 841.14 FEET, A CENTRAL ANGLE OF 50°04'57", A CHORD BEARING AND DISTANCE OF N.27°22'10"W., 712.06 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 735.24 FEET; THENCE N.37°39'06"E., A DISTANCE OF 151.09 FEET; THENCE N.00°38'21"E., A DISTANCE OF 250.00 FEET; THENCE N.89°31'29"W., A DISTANCE OF 432.03 FEET; THENCE S.09°40'16"W., A DISTANCE OF 213.56 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 841.14 FEET, A CENTRAL

ANGLE OF 09°11'45" AND A CHORD BEARING AND DISTANCE OF N.84°55'37"W., 134.86 FEET; THENCE WEST ALONG THE ARC OF SAID CURVE A DISTANCE OF 135.00 FEET TO THE POINT OF TANGENCY; THENCE N.89°31'29"W., A DISTANCE OF 430.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 1001.24 FEET, A CENTRAL ANGLE OF 24°47'07", A CHORD BEARING AND DISTANCE OF S.78°04'58"W., 429.75 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 433.12 FEET TO THE POINT OF TANGENCY; THENCE S.65°41'24"W., DISTANCE OF 1136.18 FEET; THENCE S.62°50'24"W., A DISTANCE OF 100.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 49°04'42", A CHORD BEARING AND DISTANCE OF S.32°11'04"W., 340.56 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 351.20 FEET; THENCE N.89°31'29"W., A DISTANCE OF 413.06 FEET; THENCE S.00°38'21"W., A DISTANCE OF 1330.01 FEET; THENCE N.89°31'29"W., A DISTANCE OF 180.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE N.E. 1/4 OF SAID SECTION 25; THENCE N.00°38'21"E. ALONG SAID WEST LINE, A DISTANCE OF 2910.52 FEET TO THE POINT OF BEGINNING.

#### **TRACT 6**

A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.E. CORNER OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE N.89°37'05"W., A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.W. HIGHWAY NO. 225A (BEING A 50.00 FOOT RIGHT OF WAY), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S.00°33'37"W., A DISTANCE OF 1679.15 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 56°46'49", AND A CHORD OF 23.77 FEET, BEARING S.62°08'35"W.; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG THE NORTH RIGHT OF WAY LINE OF N.W. 44TH LANE (BEING A 60.00 FOOT RIGHT OF WAY), AN ARC DISTANCE OF 24.78 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, N.89°28'01"W., A DISTANCE OF 1283.98 FEET TO THE S.E. CORNER OF BLOCK 'D' OF GOLDEN HILLS QUADRIVILLAS AS PER PLAT THEREOF, RECORDED IN PLAT BOOK T, PAGES 33 AND 34 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF SAID GOLDEN HILLS QUADRIVILLAS, N.00°30'30"E., A DISTANCE OF 490.95 FEET TO PERMANENT REFERENCE MONUMENT NO. 4 PER SAID PLAT; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PLAT THE FOLLOWING THREE (3) COURSES, (1) THENCE N.89°27'30"W., A DISTANCE OF 596.64 FEET TO PERMANENT REFERENCE MONUMENT NO. 3 PER SAID PLAT; (2) THENCE N.00°26'18"E., A DISTANCE OF 59.90 FEET TO PERMANENT REFERENCE MONUMENT NO. 2 PER SAID PLAT; (3) THENCE S.87°00'17"W., A DISTANCE OF 80.56 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4066, PAGE 1208 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N.89°04'38"W., A DISTANCE OF 640.07 FEET; THENCE N.00°35'32"E., A DISTANCE OF 367.66 FEET; THENCE S.89°32'47"E., A DISTANCE OF 639.61 FEET; THENCE ALONG THE EAST BOUNDARY OF THE WEST 640 FEET OF THE N.E. 1/4 OF SAID SECTION 31 AND THE EAST BOUNDARY OF THE WEST 640 FEET OF THE S.E. 1/4 OF SAID SECTION 30, N.00°31'20"E., A DISTANCE OF 1317.45 FEET TO THE SOUTH BOUNDARY OF THE NORTH 2100 FEET OF THE S.E. 1/4 OF SAID SECTION 30; THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID SOUTH BOUNDARY, S.89°33'06"E., A DISTANCE OF 1983.24 FEET TO A POINT ON THE AFOREMENTIONED WEST RIGHT OF WAY

LINE OF N.W. HIGHWAY NO. 225A; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG SAID WEST RIGHT OF WAY LINE, S.00°31'05"W., A DISTANCE OF 548.80 FEET TO THE POINT OF BEGINNING.

**TRACT 7**

TRACT 9, GOLDEN HILLS TURF AND COUNTRY CLUB SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK H, PAGES 11, 11A AND 11B, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LESS AND EXCEPT ANY PART LYING WITHIN THE RIGHT OF WAY OF U.S. HIGHWAY 27.

**TRACT 8**

TRACT 10, GOLDEN HILLS TURF AND COUNTRY CLUB SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK H, PAGES 11, 11A AND 11B, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LESS AND EXCEPT ANY PART LYING WITHIN THE RIGHT OF WAY OF U.S. HIGHWAY 27.

**TRACT 9**

A PORTION OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.E. CORNER OF SAID SECTION 31; THENCE N.89°37'05"W., A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.W. HIGHWAY NO. 225A (BEING A 50.00 FOOT RIGHT OF WAY); THENCE ALONG SAID WEST RIGHT OF WAY LINE, S.00°33'37"W., A DISTANCE OF 1761.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE, S.00°33'37"W., A DISTANCE OF 891.26 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 31; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE, S.00°32'08"W., A DISTANCE OF 755.39 FEET; THENCE S.52°45'08"W., A DISTANCE OF 37.52 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF NORTH U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID WEST RIGHT WAY LINE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING EIGHT (8) COURSES: (1) THENCE N.77°27'31"W., A DISTANCE OF 1062.28 FEET; (2) THENCE N.71°43'09"W., A DISTANCE OF 301.59 FEET; (3) THENCE N.77°30'53"W., A DISTANCE OF 99.99 FEET; (4) THENCE N.77°28'15"W., A DISTANCE OF 197.96 FEET; (5) THENCE N.80°23'50"W., A DISTANCE OF 300.06 FEET; (6) THENCE N.82°47'23"W., A DISTANCE OF 200.97 FEET; (7) THENCE N.77°25'51"W., A DISTANCE OF 488.63 FEET TO A POINT ON THE WEST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 31; (8) THENCE N.77°25'51"W., A DISTANCE OF 651.84 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, N.12°29'37"E., A DISTANCE OF 263.71 FEET; THENCE S.77°25'29"E., A DISTANCE OF 595.75 FEET TO THE S.E. CORNER OF GOLD LEAF SUBDIVISION AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 59 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N.00°30'43"E., ALONG THE WEST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 31 AND ALONG THE WEST BOUNDARY OF SAID GOLD LEAF SUBDIVISION, A DISTANCE OF 224.30 FEET TO THE S.W. CORNER OF GOLDEN HILLS QUADRIVILLAS, AS PER PLAT THEREOF RECORDED IN PLAT BOOK T, PAGES 33 AND 34 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY MOST BOUNDARY OF SAID GOLDEN HILLS QUADRIVILLAS, S.89°33'29"E., A DISTANCE OF 640.19 FEET TO PERMANENT REFERENCE MONUMENT NO. 7 PER SAID PLAT; THENCE ALONG THE EASTERLY BOUNDARY OF SAID PLAT, N.00°29'54"E., A DISTANCE OF 449.64 FEET TO

PERMANENT REFERENCE MONUMENT NO. 6 PER SAID PLAT; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID PLAT, S.89°32'58"E., A DISTANCE OF 677.20 FEET TO PERMANENT REFERENCE MONUMENT NO. 5 PER SAID PLAT; THENCE ALONG THE EAST BOUNDARY OF SAID PLAT, N.00°30'30"E., A DISTANCE OF 188.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF N.W. 44TH LANE (60 FEET WIDE); THENCE DEPARTING SAID EAST BOUNDARY, S.89°28'01"E., ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1283.96 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 56°37'02", AND A CHORD OF 23.71 FEET, BEARING S.61°09'29"E.; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID RIGHT OF WAY CURVE, AN ARC DISTANCE OF 24.70 FEET TO THE POINT OF BEGINNING.

**TRACT 10**

A PARCEL OF LAND LYING WITHIN SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE N.00°31'17"E., ALONG THE EAST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 252.64 FEET; THENCE N.89°28'43"W., A DISTANCE OF 29.93 FEET TO THE POINT OF BEGINNING. THENCE S.00°34'24"W., A DISTANCE OF 222.89; THENCE N.89°42'37"W., ALONG A LINE 30 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 221.13 FEET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 225A; THENCE N.59°15'38"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 29.09 FEET TO A POINT ON A 530.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.43°47'36"E. 286.61 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 31°22'29", A DISTANCE OF 290.22 FEET TO THE POINT OF BEGINNING.

**TRACT 11**

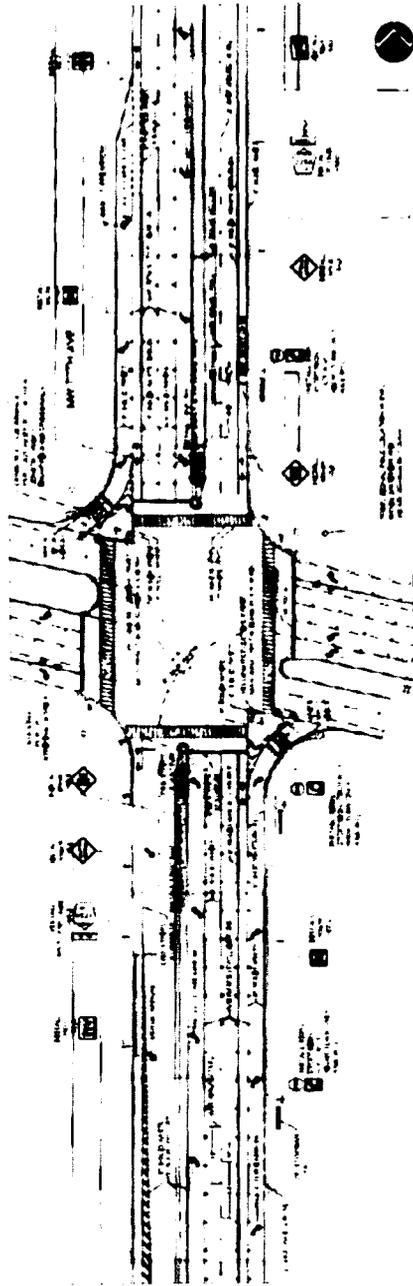
A PARCEL OF LAND LYING IN SECTIONS 5 AND 6, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.E. CORNER OF THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 6, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE S.89°35'40"W., 1310.41 FEET TO A POINT ON THE EAST MAINTAINED RIGHT OF WAY LINE OF N.W. 72ND COURT; THENCE N.00°54'38"E., ALONG SAID EAST MAINTAINED RIGHT OF WAY LINE, 813.08 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY, N.00°48'47"E., 125.11 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY, N.00°35'00"E., 101.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF N.W. 70TH AVENUE ROAD; THENCE N.59°26'51"E., ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 876.14 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF N.W. 35TH STREET; THENCE S.89°42'28"E., ALONG SAID RIGHT OF WAY, 317.42 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY, S.00°21'45"W., 10.00 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY, S.89°42'28"E., 30.00 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY, S.89°52'04"E., 205.26 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY, S.89°33'27"E., 315.75 FEET; THENCE S.00°21'37"W., 679.62 FEET; THENCE S.89°14'42"E., 317.18 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.W. 68TH AVENUE; THENCE S.00°21'15"W., ALONG SAID WEST RIGHT OF WAY LINE, 418.27 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, N.89°39'57"W., 635.35 FEET; THENCE S.00°29'55"W., 362.15 FEET TO THE POINT OF BEGINNING.

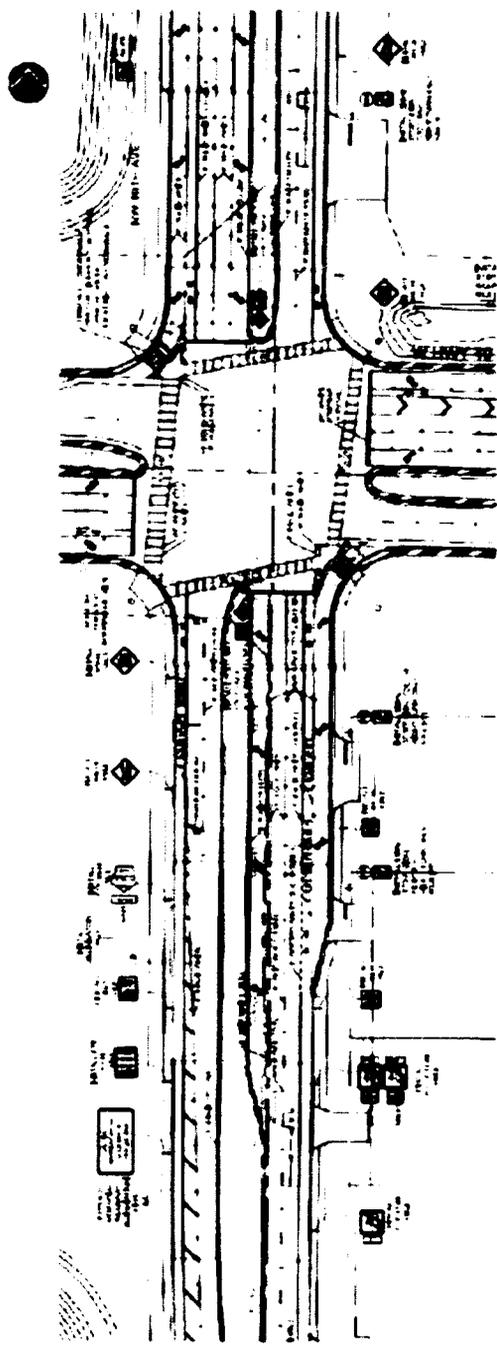
**EXHIBIT B  
COUNTY TRANSPORTATION WORK**

| <b>Description of Improvement</b>       | <b>Reference Under Original Agreement</b> |
|---|---|
| <u>US 27 County Transportation Work</u> |   |
| Second Westbound left-turn lane         | Initial Intersection Improvements         |
| Exclusive Northbound left-turn lane     | Initial Intersection Improvements         |
| Exclusive Southbound left-turn lane     | Initial Intersection Improvements         |
| Exclusive Northbound right-turn lane    | Initial Intersection Improvements         |
| Exclusive Westbound right-turn lane     | Exhibit 5.1.2 of Original Agreement       |
| <u>SR 40 County Transportation Work</u> |   |
| Exclusive Southbound right-turn lane    | Initial Intersection Improvements         |

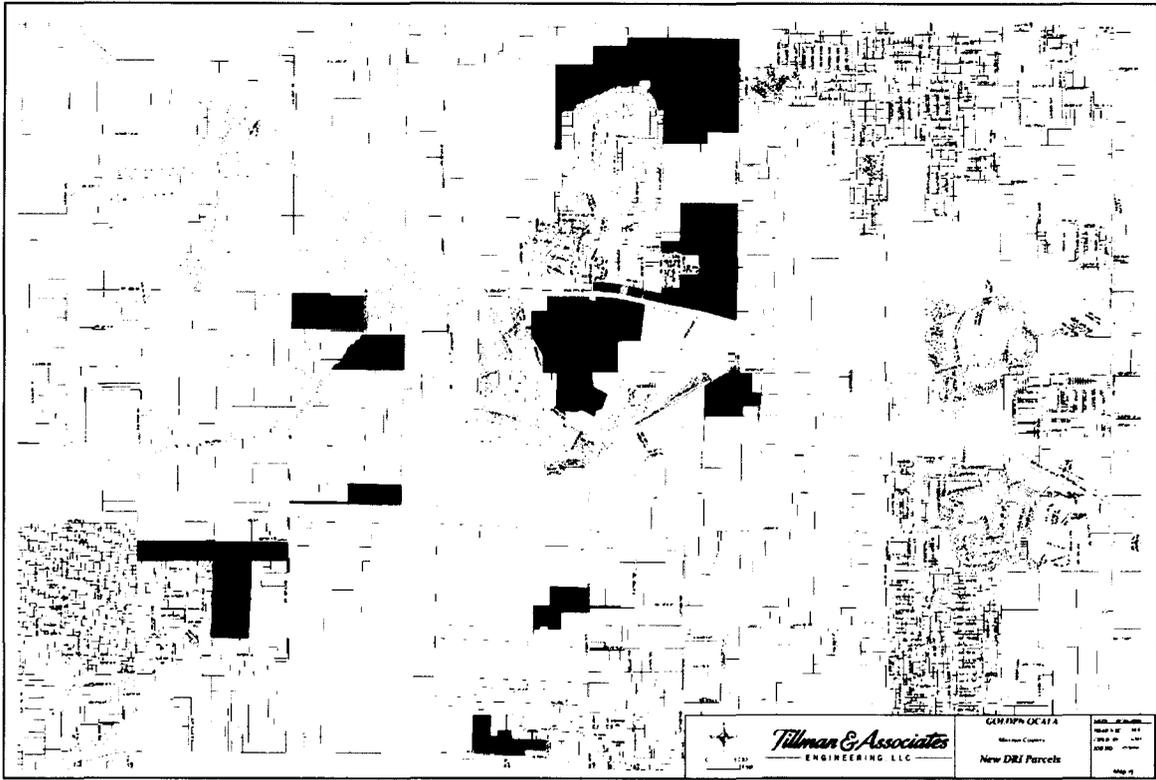
EXHIBIT C  
SKETCH OF US 27 COUNTY TRANSPORTATION WORK



**EXHIBIT D**  
**SKETCH OF SR 40 COUNTY TRANSPORTATION WORK**



**EXHIBIT E  
NEW 2020 PARCELS**



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