

**PARTIAL TERMINATION OF DEVELOPER'S AGREEMENT
(BFP)**

THIS PARTIAL TERMINATION OF DEVELOPER'S AGREEMENT (BFP) ("Termination") is executed by and between:

- 95th Street Holdings, LLC, a Delaware limited liability company ("Owner"); and
- Marion County, a political subdivision of the State of Florida ("County").

WHEREAS:

- A. Owner is the owner of the real property (the "Property") described on the attached **Exhibit A**.
- B. Portions of the Property are encumbered by a Developer's Agreement recorded in OR Book 3991, Page 1007¹ between County and Owner's predecessor in title for portions of the Property, Barrett Family Partnership V, Ltd. ("BFP"), a Florida limited partnership.
- C. As set forth in greater detail below, all provisions of the Developer's Agreement except for one are no longer necessary and should be terminated.
- D. Therefore, Owner and County enter into this Termination to partially terminate the Developer's Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Background.

- 1.1. The Developer's Agreement was entered into between County and the prior owners of the Property in connection with Comprehensive Plan Amendment 2004-L24 approved by County, in order to restrict the development of property and impose conditions on such development including the provisions of Sections 3, 4, 5 and 7 thereof.
 - 1.1.1. County is able to accomplish the foregoing objectives of such agreements (subject to paragraph 3 of this Agreement concerning Section 5.2 of the Developer's Agreement) through other means, such as its Comprehensive Plan, Land Development Code, and Planned Unit Development ("PUD") process.
 - 1.1.2. Owner is developing the Property pursuant to the PUD process under a PUD approved by the Board of County Commissioners of Marion County on September 14, 2021, zoning application number 210902Z.
 - 1.1.3. Owner's approved PUD is consistent with the County's Comprehensive Plan and Land Development Code.

¹ All recording references refer to the Public Records of Marion County, Florida.

1.2. Further, Section 6 of the Developer's Agreement contained provisions concerning the design, permitting and construction of an extension of SW 95th Street from SW 60th Avenue westerly to SR 200 (defined in the agreement and herein as the "95th Extension").

1.2.1. The 95th Street Extension has been designed, permitted and constructed pursuant to a separate agreement – the *Right-Of-Way Contribution, Roadway Construction and Transportation Impact Fee Credit Agreement (SW 95th Street Road)* dated April 3, 2007, as referred to and amended by instrument recorded in OR Book 5094, Page 1807.

1.2.2. Thus Section 6 of the Developer's Agreement is no longer necessary.

2. **Termination.** In light of the matters set forth in paragraph 1 of this Agreement:

2.1. Sections 3, 4, 5 (other than Section 5.2), 6 and 7 of the Developer's Agreement are hereby terminated and shall no longer have any force or effect.

2.2. Sections 1, 2, and 8 through 13 of the Developer's Agreement are terminated to the extent they concern the Sections of the Developer's Agreement referred to in paragraph 2.1 of this Termination (but shall survive as to Section 5.2 of the Developer's Agreement as set forth in paragraph 3.10 below).

3. **Buffering.**

3.1. Section 5.2 of the Developer's Agreement provides as follows:

5.2 Buffering. With respect to any portion of the Property which receives a land use designation of Medium Density Residential from the County and which lies adjacent to any outer boundary of the platted subdivision Countryside Farms (Plat Book T, Page 101, Public Records of Marion County, Florida) ("Countryside") buffering shall be provided for the property owners in Countryside in accordance with the following provisions:

5.2.1 The Owner will provide a buffering/conservation easement for the one hundred (100) foot area adjacent to the boundary of Countryside. The Easement will prohibit construction of structures in the buffer area, and provide for conservation of existing vegetation and trees. The Easement will allow installation of additional landscaping or trees by Owner.

5.2.2 The buffer area will not be included within the boundaries of any platted residential lots.

5.2.3 As part of a final Master Plan for the Property the Owner will submit to the County's Development Review Committee ("DRC"), for review by the DRC and for subsequent review and approval by the County Commission, a landscape plan for the buffer Easement area.

3.2. At the time the Developer's Agreement was executed, County and Owner believed that the boundaries of the Property, in the vicinity of Countryside Farm, were contiguous to the boundaries of Countryside Farm.

- 3.3. The parties have now learned that there are three 25-foot hiatuses (each a “Hiatus”) described on the attached **Exhibit B** and referred to, on such Exhibit, as the “West Hiatus,” “Middle Hiatus” and “East Hiatus” between the Property and Countryside Farm.
- 3.4. County holds title to the West Hiatus pursuant to a deed recorded in Deed Book 310, Page 151, and to the East Hiatus pursuant to a deed recorded in Deed Book 310, Page 150 (such deeds being referred to as the “County Hiatus Deeds”).
- 3.5. The parties are uncertain as to who holds title to the Middle Hiatus but Developer believes that it is Mitchell M. Miller and Frances Miller, husband and wife (collectively the “Millers”) based upon the following:
- 3.5.1. The Millers acquired title to portions of the Property pursuant to a deed recorded in Deed Book 340, Page 335. Such deed included all of the property contiguous to the Hiatuses and contained exceptions for the West Hiatus and the East Hiatus; the deed did not include an exception for the Middle Hiatus.
- 3.5.2. Pursuant to deeds recorded in OR Book 1377, Page 1513 and OR Book 1377, Page 1519, the Millers conveyed real property to Oakwood Investments, Inc. Such deed contained exceptions for, not only the East Hiatus and West Hiatus (which were exceptions in the deed to the Millers), but also an exception for the Middle Hiatus.
- 3.5.3. Developer has been unable to locate any subsequent deeds from the Millers for the Middle Hiatus or any claim by any person or entity to own the Middle Hiatus.
- 3.6. To reflect the intent of Section 5.2 of the Developer’s Agreement while accommodating the Hiatus, Section 5.2.1 of the Developer’s Agreement is amended to read as follows:

5.2.1. The Owner will provide a buffering/conservation easement for the portion of the Property which is within one hundred (100) feet of the boundary of Countryside Farm; unless the easement is imposed on the Hiatus contiguous to the boundary of the Property by the owner of the Hiatus, the width of the easement (i.e., the entire 100 feet) shall be measured on the Property currently owned by Owner. The easement will prohibit construction of structures in the buffer area, and provide for conservation of existing vegetation and trees. The easement will allow installation of additional landscaping or trees by Owner. Owner shall provide a copy of the recorded instrument establishing the easement to County and Countryside Farm Owners Association, Inc., a not for profit corporation (the “Association”).

- 3.7. Further, and, as a condition to portions of this paragraph 3 becoming effective (as set forth in paragraph 3.11):
- 3.7.1. Owner has, prior to the Effective Date of this Agreement:
- a). Requested County to convey the East Hiatus and West Hiatus to Owner pursuant to the right of reverter contained in the County Hiatus Deeds; and/or

- b). Requested County to provide a buffering/conservation easement on the East Hiatus and West Hiatus (collectively the "County Hiatuses") prohibiting construction of structures in the buffer area, and providing for conservation of existing vegetation and trees. Such easement will allow installation of additional landscaping or trees by Owner or the Association. Upon recording of the instrument providing the easement, County shall deliver a copy of the recorded to the Association and Owner;
 - c). As required by the County procedures for vacating, abandoning, discontinuing or closing rights of way, sent letters to the utility companies requesting "no objection" letters in anticipation of filing an application requesting County to: (a) vacate, abandon, discontinue or close the right of way arising under the County Hiatus Deeds, pursuant to Section 336.09, *et seq.*, Florida Statutes; and (b) convey the County Hiatuses to Owner pursuant to Section 336.12, Florida Statutes, and the right of reverter contained in the Hiatus Deed.
- 3.7.2. If County conveys the County Hiatuses to Owner pursuant to the right of reverter contained in the deeds Hiatus Deeds for such Hiatuses, or Owner acquires title to the County Hiatuses pursuant to County vacating, abandoning, discontinuing, or closing the right of way for the County Hiatuses, Owner shall thereafter:
 - a). Extend the buffering/conservation easement to be provided pursuant to Section 5.2 of the Developer's Agreement as amended hereby, to encompass the County Hiatuses by written instrument duly recorded in the Public Records of the County. Upon recording of the instrument extending the easement, Owner shall deliver a copy of the recorded instrument extending the easement to the Association and County; and
 - b). If the Association, within one month after Owner provides County with the recorded instrument under paragraph 3.7.2.a), requests Owner to convey the County Hiatuses to the Association, Owner shall execute and deliver to the Association a quit claim deed conveying the County Hiatuses to the Association, subject to the easement created by Owner pursuant to paragraph 3.7.2.a), but disclaiming any right of Owner to utilize the easement. If the Association does not request Owner to convey the County Hiatuses within the time period set forth herein, Owner may, but shall not be required, to convey the County Hiatuses to the Association if the Association thereafter requests it.
- 3.7.3. Owner shall, promptly following the execution of this Termination, execute and deliver to the Association a quit claim deed for the Middle Hiatus.
- 3.8. In accordance with Section 5.2.3 of the Developer's Agreement, Owner has submitted, and County has approved, a Master Plan for the Property providing for buffers consistent with the requirements of Section 5.2 of the Developer's Agreement, as amended by this instrument. Nonetheless, the parties have determined that Section 5.2 of the Developer's Agreement, as amended hereby, should not be terminated in the event that the Property is no longer developed pursuant to the PUD or the approved Master Plan.

- 3.9. Therefore, notwithstanding any other provision of this Agreement, Section 5.2 of the Developer's Agreement, as amended pursuant to this instrument, is not terminated and shall remain in force and effect.
- 3.10. Further, Sections 1, 2 and 8 through 13 of the Developer's Agreement are not terminated and remain in force and effect solely concerning Section 5.2 of the Developer's Agreement as amended hereby.
- 3.11. Condition.
- 3.11.1. The provisions of paragraphs 3.6, and 3.8 through 3.10 of this Termination, shall not be effective until one of the conditions in paragraph 3.11.1.a) has occurred and the condition in paragraph 3.11.1.b) has occurred:
- a). Either:
 - 1). County has provided a buffering/conservation easement on the County Hiatuses pursuant to paragraph 3.7.1.b); or
 - 2). County conveys the County Hiatuses to Owner pursuant to the right of reverter contained in the Hiatus Deed, or Owner acquires title to the County Hiatuses pursuant to County vacating, abandoning, discontinuing, or closing the right of way arising from the deeds for the County Hiatuses, and Owner thereafter provides a buffering/conservation easement consistent with paragraph 3.7.2.a) and, upon the timely request of Association, conveys the County Hiatuses to the Association pursuant to paragraph 3.7.2.b).
 - b). Owner executes and delivers to the Association a quit claim deed for the Middle Hiatus pursuant to paragraph 3.7.3.
- 3.11.2. If one of the conditions set forth in paragraphs 3.11.1.a), and if the condition in paragraph 3.11.1.b) of this Termination are fulfilled within two (2) years following the date of execution of this Termination by the last of the parties hereto, the County shall execute and record an instrument approved by the County Attorney acknowledging that such condition has been fulfilled and that therefore all provisions of paragraph 3 of this Termination are effective. By approving this Termination, the County Commission authorizes its Chairman to execute such an instrument without further action of the County Commission.
- 3.11.3. If neither of the conditions set forth in paragraphs 3.11.1.a) have occurred or if the condition set forth in paragraph 3.11.1.b) has not occurred, within two (2) years following the date of execution of this Termination by the last of the parties hereto, paragraphs 3.6, and 3.8 through 3.10 of this Termination, shall cease to be effective and County and Owner shall execute and record an instrument acknowledging that such provisions are not effective. If such provisions of this paragraph 3 cease to be effective:
- a). The other provisions of this Termination (including the provisions of paragraph 2) shall remain effective.

- b). Notwithstanding any other provision of this Agreement, Section 5.2 of the Developer's Agreement shall not be deemed terminated and shall remain in force and effect prior to any amendment pursuant to this Termination.
- c). Sections 1, 2 and 8 through 13 of the Developer's Agreement are not terminated and remain in force and effect solely concerning Section 5.2 of the Developer's Agreement.

4. **Notice.**

- 4.1. Pursuant to Section 13.1.4 of the Developer's Agreement, the parties were permitted to provide new addresses for notices.
- 4.2. Owner has provided the following addresses to County for notices to Owner:
 - 4.2.1. 95th Street Holdings LLC, c/o F. Christopher Armstrong, 1415 SW 17th Street, Ocala, FL 34471; email: chris@armstronghomes.net.
 - 4.2.2. With a copy to: W. James Gooding III, Esq., Gooding & Batsel, PLLC, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.

THEREFORE, the parties have executed this Termination effective the date of execution by the last of the parties hereto.

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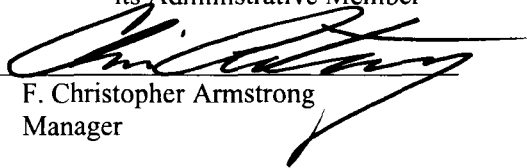
OWNER

95th Street Holdings, LLC, a Delaware limited liability company

By: Armstrong Brothers Development Group, LLC, a Delaware limited liability company, its Member

By: Casa Holdings, LLC, a Florida limited liability company, its Administrative Member

By:


F. Christopher Armstrong
Manager

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of September, 2023, by F. Christopher Armstrong as Manager of Casa Holdings, LLC, a Florida limited liability company, as Member of Armstrong Brothers Development Group, LLC, a Delaware limited liability company, as Manager of 95th Street Holdings, LLC, a Delaware limited liability company, on behalf of such companies.

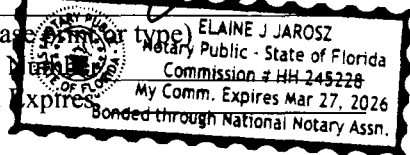

Notary Public, State of Florida

Name:

(Please print or type)

Commission Expires

Commission Expires



Notary: Check one of the following:

☒ Personally known OR

☐ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____

COUNTY

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

By: C. C.
Craig Curry as Chairman
Date: September 19, 2023

ATTEST:

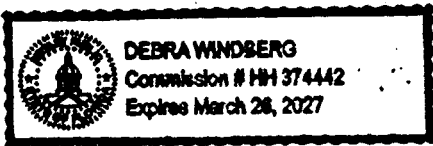
Gregory C. Harrell
Gregory C. Harrell, Clerk of Court and Comptroller

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 19 day of September, 2023, by Craig Curry, as Chairman of the Board of County Commissioners, Marion County, Florida, on behalf of the County.



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

Commission Number: HH 374442
Commission Expires: March 26, 2027

Notary: Check one of the following:

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

EXHIBIT A

A PARCEL OF LAND LYING IN SECTIONS 17, 19, AND 20, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 20; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 20, S.89°37'37"E., 1,320.51 FEET TO THE WEST BOUNDARY OF THE S.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID WEST BOUNDARY, N.00°27'32"E., 664.67 FEET TO THE SOUTH BOUNDARY OF SUN COUNTRY ESTATES II AS RECORDED IN PLAT BOOK V, PAGES 90 AND 91 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA ; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH BOUNDARY, S.89°39'45"E., 1,009.33 FEET TO THE WESTERLY MOST POINT OF JB RANCH SUBDIVISION PHASE 1 AS RECORDED IN PLAT BOOK 11, PAGES 26 THROUGH 30 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID JB RANCH SUBDIVISION PHASE 1 THE FOLLOWING TEN (10) COURSES: (1.) S.67°29'41"E., 169.56 FEET; (2.) THENCE S.62°51'10"E., 54.32 FEET; (3.) THENCE S.50°54'36"E., 45.50 FEET; (4.) THENCE S.39°27'13"E., 51.36 FEET; (5.) THENCE S.26°10'17"E., 63.00 FEET; (6.) THENCE S.09°39'17"E., 46.41 FEET; (7.) THENCE S.07°01'30"E., 102.76 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 45°04'49", AND A CHORD BEARING AND DISTANCE OF S.22°42'51"W., 736.00 FEET; (8.) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND WEST BOUNDARY, A DISTANCE OF 755.33 FEET TO THE END OF SAID CURVE; (9.) THENCE S.89°45'36"E., 125.29 FEET; (10.) THENCE S.00°07'46"W., 166.31 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE PROJECTION OF THE NORTHERLY RIGHT OF WAY LINE OF S.W. 95TH STREET ROAD (RIGHT OF WAY WIDTH VARIES) N.89°56'51"W., 113.94 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING TEN (10) COURSES: (1.) S.00°03'09"W., 12.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'44", AND A CHORD BEARING AND DISTANCE OF S.45°11'45"W., 35.36 FEET; (2.) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.28 FEET TO THE END OF SAID CURVE; (3.) THENCE N.89°50'03"W., 1,470.43 FEET; (4.) THENCE N.76°18'11"W., 51.43 FEET; (5.) THENCE N.89°50'25"W., 207.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°59'05", AND A CHORD BEARING AND DISTANCE OF N.44°47'50"W., 35.35 FEET; (6.) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.26 FEET TO THE END OF SAID CURVE; (7.) THENCE N.89°51'15"W., 89.99 FEET; (8.) THENCE S.00°11'11"W., 12.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°57'02", AND A CHORD BEARING AND DISTANCE OF S.45°13'37"W., 35.34 FEET; (9.) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.25 FEET TO THE END OF SAID CURVE; (10.) THENCE N.89°54'59"W., 572.32 FEET TO THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5903, PAGE 981 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID WESTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES: (1.) N.00°21'36"E., 588.75 FEET; (2.) THENCE S.89°51'01"E., 78.51 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 52.32 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS (EXCEPTION PHASE 1 ENTRY)

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 20; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 20, S.89°37'37"E., 1,320.51 FEET TO THE WEST BOUNDARY OF THE S.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID WEST BOUNDARY, N.00°27'32"E., 664.67 FEET TO THE SOUTH BOUNDARY OF SUN COUNTRY ESTATES II AS RECORDED IN PLAT BOOK V, PAGES 90 AND 91 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA ; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH BOUNDARY, S.89°39'45"E., 1,009.33 FEET TO THE WESTERLY MOST POINT OF JB RANCH SUBDIVISION PHASE 1 AS RECORDED IN PLAT BOOK 11, PAGES 26 THROUGH 30 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID JB RANCH SUBDIVISION PHASE 1 THE FOLLOWING TEN (10) COURSES: (1.) S.67°29'41"E., 169.56 FEET; (2.) THENCE S.62°51'10"E., 54.32 FEET; (3.) THENCE S.50°54'36"E., 45.50 FEET; (4.) THENCE S.39°27'13"E., 51.36 FEET; (5.) THENCE S.26°10'17"E., 63.00 FEET; (6.) THENCE S.09°39'17"E., 46.41 FEET; (7.) THENCE S.07°01'30"E., 102.76 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 45°04'49", AND A CHORD BEARING AND DISTANCE OF S.22°42'51"W., 736.00 FEET; (8.) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND WEST BOUNDARY, A DISTANCE OF 755.33 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING. (9.) THENCE S.89°45'36"E., 125.29 FEET; (10.) THENCE S.00°07'46"W., 166.31 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE PROJECTION OF THE NORTHERLY RIGHT OF WAY LINE OF S.W. 95TH STREET ROAD (RIGHT OF WAY WIDTH VARIES) N.89°56'51"W., 113.94 FEET; THENCE N.03°45'56"W., 167.09 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.46 ACRES, MORE OR LESS.

AND

A PARCEL OF LAND LYING IN SECTIONS 19 AND 20, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 20; THENCE ALONG THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 20, N.00°25'28"E., 1351.15 FEET TO A POINT 25.00 FEET NORTH OF THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 19, THENCE ALONG A LINE 25 NORTH OF AND PARALLEL WITH SAID SOUTH BOUNDARY N.89°39'02"W., 3335.54 FEET; THENCE DEPARTING SAID PARALLEL LINE, N.41°47'08"E., 967.88 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF S.W. 95TH STREET ROAD (RIGHT OF WAY WIDTH VARIES), BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 31°41'01", AND A CHORD

BEARING AND DISTANCE OF S.74°01'03"E., 524.13 FEET; THENCE ALONG THE SOUTHERLY AND WESTERLY RIGHT OF WAY LINE OF SAID S.W. 95TH STREET ROAD THE FOLLOWING (22) TWENTY-TWO COURSES: (1.) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 530.87 FEET TO THE END OF SAID CURVE; (2.) THENCE S.89°49'29"E., 611.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°57'35", AND A CHORD BEARING AND DISTANCE OF S.44°55'27"E., 35.34 FEET; (3.) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.25 FEET TO THE END OF SAID CURVE; (4.) THENCE S.89°53'33"E., 79.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°59'48", AND A CHORD BEARING AND DISTANCE OF N.45°08'16"E., 35.35 FEET; (5.) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; (6.) THENCE S.89°49'56"E., 1,696.89 FEET; (7.) THENCE S.76°22'21"E., 51.36 FEET; (8.) THENCE S.89°48'54"E., 207.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°40'34", AND A CHORD BEARING AND DISTANCE OF S.44°23'00"E., 34.63 FEET; (9.) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 38.26 FEET TO THE END OF SAID CURVE; (10.) THENCE S.89°40'18"E., 90.76 FEET; (11.) THENCE N.00°00'35"E., 11.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°16'48", AND A CHORD BEARING AND DISTANCE OF N.44°55'45"E., 35.44 FEET; (12.) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.39 FEET TO THE END OF SAID CURVE; (13.) THENCE S.89°49'56"E., 1,466.80 FEET; (14.) THENCE S.76°22'39"E., 51.41 FEET; (15.) THENCE S.89°48'06"E., 200.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°57'07", AND A CHORD BEARING AND DISTANCE OF S.44°53'53"E., 35.34 FEET; (16.) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.25 FEET TO THE END OF SAID CURVE; (17.) THENCE S.89°49'16"E., 99.99 FEET; (18.) THENCE N.00°08'16"E., 12.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°02'07", AND A CHORD BEARING AND DISTANCE OF N.45°07'39"E., 35.37 FEET; (19.) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.29 FEET TO THE END OF SAID CURVE; (20.) THENCE S.89°50'05"E., 191.13 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 840.00 FEET, A CENTRAL ANGLE OF 67°00'09", AND A CHORD BEARING AND DISTANCE OF S.56°20'14"E., 927.29 FEET; (21.) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 982.31 FEET TO A POINT OF TANGENCY; (22.) THENCE S.22°43'13"E., 115.41 FEET; THENCE DEPARTING SAID SOUTHERLY AND WESTERLY RIGHT OF WAY LINE, ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, S.89°59'20"W., 882.35 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20, S.89°54'12"W., 164.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,030.00 FEET, A CENTRAL ANGLE OF 29°13'26", AND A CHORD BEARING AND DISTANCE OF S.31°05'37"W., 519.68 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 525.35 FEET TO THE END OF SAID CURVE; THENCE S.00°22'01"W., 847.86 FEET TO THE SOUTHERLY BOUNDARY OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5903, PAGE 981 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE

ALONG SAID SOUTHERLY BOUNDARY, N.89°53'46"W., 2,188.20 FEET TO THE SOUTHWESTERLY CORNER OF SAID LANDS; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5903, PAGE 981, N.00°25'40"E., 1,325.98; THENCE DEPARTING SAID WESTERLY BOUNDARY N.89.34'43"W., 25.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS: (EXCEPTION PHASE 3 LIFT STATION)

LESS AND EXCEPT LIFT STATION SITE DEEDED TO MARION COUNTY IN OFFICIAL RECORDS BOOK 5054, PAGE 1720 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

SAID LANDS CONTAINING 155.48 ACRES, MORE OR LESS.

**EXHIBIT B
HIATUSES**

West Hiatus

The South 25 feet of the N 1/4 of Section 19, Township 16 South, Range 21 East, of State Road No. 200

Middle Hiatus

The West 25.00 feet of the SW 1/4 of NW 1/4 of Section 20, Township 16 South, Range 21 East
and

The South 25.00 feet of the West 25.00 feet of the NW 1/4 of NW 1/4 of Section 20, Township 16 South,
Range 21 East

East Hiatus

The West 1,707.35 feet of the South 25 feet of the South 1/2 of the South 1/2 of the NW 1/4 of Section 20,
Township 16 South, Range 21 East.

P:\JG\Armstrong\Pioneer Ranch Dev\County Ks\Pioneer JG\Partial Termination of Dev K - BFP JG 9-14-23.docx