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TAX PARCEL NOS.: _____
PREPARED BY AND RETURN TO:

Steven H. Gray, Esq.
GRAY, ACKERMAN & HAINES, P.A.
125 NE 1st Avenue, Suite 1
Ocala, FL 34470



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**DEVELOPER'S AGREEMENT
[OCALA CROSSINGS SOUTH PUD]**

THIS AGREEMENT is made and entered into this 16th day of December, 2014,
by and between:

- **MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose address is 601 SE 25th Avenue, Ocala, FL 34471 (hereinafter "*Marion County*", or "*County*");
and
- **BRADFORD 159 P2, LLC, A FLORIDA LIMITED LIABILITY COMPANY**, whose address is 2500 Weston Road, Suite 311, Weston, FL 33331 (hereinafter "*Bradford 159*");
and
- **BRADFORD EXECUTIVE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY**, whose address is 2500 Weston Road, Suite 311, Weston, FL 33331 (hereinafter "*Bradford Executive*")

[NOTE: All of the parties named herein are the "Parties" to this Agreement. As used hereinafter the term "Owner" shall initially collectively refer to Bradford 159, and Bradford Executive, and subsequently to any successor-in-title to any of the South PUD Property (defined below) or any portion thereof.]

RECITALS:

- A. Bradford 159 is the legal and equitable Owner of the parcel of real property located in Marion County, Florida (the "County") described on attached Exhibit "A" (the "Bradford 159 Property") and Bradford Executive is the legal and equitable owner of the parcel of real property located in Marion County, Florida described on Exhibit "B" (the "Bradford Executive Property"). The combination of the Bradford 159 Property and the Bradford Executive Property is the "South PUD Property" which is the subject of this Agreement.
- B. All of the South PUD Property currently has a land use classification of "Medium Density Residential" on the Future Land Use Map ("FLUM") of County's Comprehensive Plan. The land use classification was previously approved by County when it approved Comprehensive Plan Applications Nos. 08-L27 and 08-L26 (which Applications included additional properties which are not the subject of this Agreement).
- C. This Development Agreement is the only Agreement that is being, or has been considered in final form, for approval by County with respect to the South PUD Property.
- D. The Florida Local Government Development Agreement Act, Chapter 86-191 (the "Act"), Laws of Florida, now codified at Sections 163.3220 through 163.3243, Florida Statutes, authorizes local governments to enter into development agreements with property owners subject to the procedures and requirements of the Act.
- E. County has held public hearings to accept and encourage public input with respect to the proposals of the Owners contained in this Agreement, and has considered such public input.

- F. County has determined that the provisions of this Agreement and the vesting of development rights contemplated by this Agreement are consistent with, and not in contravention of, the provisions of the County's Concurrency Management System.
- G. County has provided its Notice of Intent to consider entering into this Developer's Agreement by advertisements published in the Ocala Star-Banner, a newspaper of general circulation and readership in Marion County, Florida, on Nov. 18 and N/A, and by mailing a copy of the Notice of Intent to Owners, and to the persons and entities shown on the most recent Marion County Tax Roll to be the owners of property lying within three hundred feet (300') of the boundaries of the Property which is the subject-matter of this Agreement, and by announcing the date, time, and place of the second hearing during the first hearing.
- H. The Board of County Commissioners of the County has held public hearings on 12/2/14 and on 12/16/14 to consider this Agreement, has found and determined that its execution of this Agreement will further the objectives of the Local Government Comprehensive Planning and Land Development Regulation Act, and that the development contemplated and permitted by this Agreement is consistent with County's Comprehensive Plan and County's existing Land Development Regulations.
- I. The Parties enter into this Agreement to confirm and ratify all agreements between the Parties regarding those matters which are described specifically in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, 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. **Incorporation of Recitals & Exhibits.** The parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The contents of all Exhibits referenced in this Agreement and attached hereto are incorporated into the terms of this Agreement.
2. **Definitions.** In addition to any other terms which may be specifically defined elsewhere in this Agreement, for the purposes of this Agreement the following terms shall have the following meanings:
 - 2.1. ***"49th Avenue"*** - The planned public roadway designated as "SW 49th Avenue", to run from a southern terminus at a point of intersection with SW 95th Street north to an intersection with SW 80th Street. As used in this Agreement the term "49th Avenue" shall also include the design, permitting and construction of the roadway and all required Stormwater Management Facilities (defined below), required by any applicable Governmental Authority (defined below).
 - 2.2. ***"49th Avenue Plans" or "Plans"*** - The construction plans for 49th Avenue, which are being prepared for County by its consulting design engineers (Kimley-Horn & Associates, Inc.), containing construction plans for the roadway and related Stormwater Management Facilities for the 49th Avenue are, by this reference, incorporated into the terms of this Agreement. County agrees that it will take reasonable steps to facilitate Owner's future development of the South PUD Property into consideration in any revisions to the Plans. County's right to modify the Plans shall not include a right to widen the base right-of-way width of one hundred and twenty (120) feet, or add additional width, other than additional width required for turn lanes at intersections. The alignment of 49th Avenue through the South PUD Property and through the North PUD Property shall be the alignment shown on attached Exhibit "AA".
 - 2.3. ***"49th Avenue ROW"*** - The South PUD Property land required by County for the construction of 49th Avenue, including land required for the construction of related Stormwater Management Facilities. This term shall also include any required drainage easements, temporary construction easements, or other easements (whether permanent or temporary) required for the construction or operation of 49th Avenue in accordance with the Plans, and all permits which

have been, or will subsequently be, issued to County for the construction of 49th Avenue. The primary width of the ROW shall not exceed one hundred and twenty feet (120'), except at intersections if additional width is required for additional road lanes.

- 2.4. **"85th Street ROW"** - The South PUD Property land required for the construction of SW 85th Street, a proposed future public roadway which will run in an east-west alignment along a portion of the northerly boundary of the South PUD Property (as defined below), and through the North PUD Property (as defined below). The location and alignment of 85th Street is shown on the Conceptual PUD Plan for the North PUD which is shown on attached Exhibit "C". The width of the 85th Street ROW shall be eighty (80) feet. County's acceptance of conveyance of the ROW does not constitute any agreement by County to construct 85th Street.
- 2.5. **"90th Street ROW"** - The South PUD Property land required for the construction of a proposed public roadway crossing the South PUD Property, as shown on the Conceptual PUD Plan for the South PUD which is shown on Exhibit "C". As to the westerly 1,300 linear feet of the ROW of SW 90th Street located in the South PUD Property, Owner's obligation to convey ROW to County is limited to the South forty (40) feet of the required SW 90th Street ROW, pursuant to a letter agreement between Owner and Rolling Hills of Ocala, Ltd. ("Rolling Hills") dated March 4, 2008, a copy of which is attached hereto as Exhibit "C-1", under the terms of which Rolling Hills has agreed to convey to County the north forty (40) feet of the right-of-way for SW 90th Street along the common east/west boundary line between the properties owned by Owner (Bradford 159 P2, LLC) and Rolling Hills. The terms of the Rolling Hills Agreement are, by this reference, incorporated herein. Owner agrees that it will, at the request of County, partially assign Owners rights under the Rolling Hills Agreement to County with respect to that portion of the SW 90th Street ROW owned by Rolling Hills.
- 2.6. **"Agreement" or "Development Agreement"** - This Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions.
- 2.7. **"Bradford Executive"** - Bradford Executive Holdings, LLC, a Florida limited liability company.
- 2.8. **"Closing"** - The simultaneous: (i) conveyance by Bradford 159 and Bradford Executive to County of all ROW (as defined in Sections 2.3, 2.4 and 2.5) they are obligated to convey to County pursuant to the terms of this Agreement; (ii) conveyance by Bradford 159 or Bradford Executive (as applicable) to County of those Parcels of real property described in Section 6 below; and (iii) conveyance by James H. Sweeny III, Trustee (joined by Todd Rudniansyn) to County of the Sweeny Commercial ROW described in Section 2.29 below. In the event the required date of Closing is a Saturday, Sunday, or a Federal holiday the Closing shall occur on the next day which is not a Saturday, Sunday, or a Federal holiday. The Closing shall occur in Marion County, Florida at the offices of Gray, Ackerman & Haines, P.A. unless an alternate Closing location is approved by all the Parties.
- 2.9. **"Comprehensive Plan"** - The Marion County Comprehensive Plan, as originally adopted by the County and subsequently amended, all in accordance with the provisions of Chapter 163 of the Florida Statutes.
- 2.10. **"Conceptual PUD Plan"** - The Conceptual PUD Plan for the development of the South PUD Property attached hereto as Exhibit "C", which has been approved by County.
- 2.11. **"Conditions Precedent"** - The conditions precedent to the obligations of the Parties to this Agreement, as defined and specified in Section 13.
- 2.12. **"Conveyance Standards"** - The standards for the conveyance by an Owner (or a successor-in-title to an Owner, if applicable) to County of any parcels of land to be conveyed to County under the terms of this Agreement, or any grant of easement (permanent or temporary) to be granted under the terms of the Agreement. The Conveyance Standards are specified on attached Exhibit "D".

- 2.13. **"County"** - Marion County, a political subdivision of the State of Florida.
- 2.14. **"Credits"** - As applicable, utilities capital charge Credits granted by County to Bradford 159 or Bradford Executive against future utilities capital charges (as consideration for funds contributed to County by Bradford 159 or Bradford Executive under the terms of this Agreement for the construction of utilities infrastructure).
- 2.15. **"Effective Date"** - The date the terms of this Agreement becomes effective, as specified in Section 19.11.
- 2.16. **"Governmental Authority"** - Any county, municipality, state or local agency, governmental authority, or other public entity of any nature whatsoever which has jurisdiction of any nature over the South PUD Property which is the subject of this Agreement, or infrastructure improvements to the South PUD Property, which are the subjects of this Agreement.
- 2.17. **"North PUD Agreement"** - The Developer's Agreement between the owner of the North PUD Property (defined below) and County, which includes corresponding terms to this Agreement regarding conveyance to County of ROW for SW 49th Avenue by the owner of the North PUD Property. As set forth in Section 13, a condition precedent to the terms of this Agreement becoming effective is the finalization of the North PUD Agreement between County and the North PUD Property owner.
- 2.18. **"North PUD Property"** - The property, owned by an unrelated third party, which is contiguous to a portion of the northerly and easterly boundaries of the South PUD Property and which is the subject of the North PUD Agreement described above, the legal description of which is shown on attached Exhibit "E".
- 2.19. **"Owner" or "Owners"** - As applicable, any record Owner, or successor-in-title to an Owner, as to the South PUD Property or any portion thereof.
- 2.20. **"Parcel" or "Parcels"** - As applicable, one or more parcels of real property which are specifically described or identified in the terms of this Agreement.
- 2.21. **"Party" or "Parties"** - As applicable, one or more of the Parties to this Agreement, or their successors-in-title to the South PUD Property or any portion thereof.
- 2.22. **"Project"** - In aggregate, development of the South PUD Property in accordance with the approved land use classification of the Property under the County's Comprehensive Plan, final approved PUD zoning of the South PUD Property, and all approved development plans and permits. "Project" shall also include, as required, the construction of roads, utilities infrastructure, off-site improvements, or other improvements required to facilitate development and sale of the South PUD Property, or any portion thereof.
- 2.23. **"ROW"** - Land owned by any of the Owners and required for the right-of-way of either 49th Avenue, 85th Street or 90th Street, as depicted on the Conceptual PUD Plan including all land required for Stormwater Management Facilities for the listed roadways, and all required easements to County (whether permanent or temporary) reasonably required for the construction and operation of the planned roadways.
- 2.24. **"Stormwater Management Facilities"** - All drainage retention areas (a/k/a stormwater ponds), ditches, swales, pipes, drainage structures, pumps, drainage easements, flowage easements, stormwater discharge easement and grading and appurtenances which are constructed (whether above or below ground) and operated, or granted, to provide for the benefit of the South PUD Property and roads and improvements constructed thereon, in accordance with the applicable rules and regulations of the County and the Southwest Florida Water Management District, and Permits issued by said agencies.

- 2.25. **"South PUD Agreement"** - This Developer's Agreement between the owners of the South PUD Property (defined below) and County.
- 2.26. **"South PUD Property"** - The combination of the Bradford 159 Property and the Bradford Executive Property.
- 2.27. **"SW 90th Street"** - A future public roadway, which crosses the South PUD Property and also runs along a portion of the southerly boundary of the North PUD Property, the location of which is depicted on the Conceptual PUD Plan.
- 2.28. **"Sweeny"** - James H. Sweeny III, not individually, but solely as Trustee under the 603 Acre Land Use Trust u./t/a dated March 4, 2004, whose address is 2000 S. Bayshore Drive, Villa 51, Miami, FL 33133.
- 2.29. **"Sweeny Commercial ROW"** - That portion of current Marion County Tax Parcel No. 35699-010-00 (owned by James J. Sweeny III, Trustee, and Todd Rudniansyn) (the "Sweeny Commercial Property") which is required ROW for the 49th Avenue Extension. The legal description of the Sweeny Commercial ROW is shown on attached Exhibit "F", and the form of the Deed to be used to convey the ROW is shown on attached Exhibit "G".
3. **Representations and Warranties.** As a material inducement to the other Parties to enter into this Agreement, each Party makes the following representations and warranties to the other Parties to this Agreement:
- 3.1. **Owners' Representations and Warranties.** Owners represent and warrant to Marion County that:
- 3.1.1. All corporate Owners are validly organized and existing Florida limited liability companies, in good standing under the laws of the State of Florida and authorized to transact business in the State of Florida.
- 3.1.2. All corporate Owners have taken all corporate actions prerequisite necessary for the execution and delivery of this Agreement, and upon the execution and delivery of this Agreement by Owners their obligations hereunder will be valid and binding obligations of Owners. The entities or individuals executing this Agreement on behalf of Owners are duly authorized representatives of the Owners, authorized to execute this Agreement in their respective capacities as set forth below.
- 3.1.3. Owners are the respective legal and equitable owners of those parcels of the South PUD Property described in Recital A above.
- 3.1.4. The execution and deliver of this Agreement is not in contravention with, or prohibited by, the terms and provisions of any agreement, covenant, Court Order, Judgment, or the Articles of Organization or Operating Agreement of an Owner.
- 3.2. **County Representations and Warranties.**
- 3.2.1. The actions by County hereunder are consistent with the terms and provisions of the County's Comprehensive Plan.
- 3.2.2. County has taken all necessary actions prerequisite to the execution and delivery of this Agreement, including by not limited to the necessary public hearings, providing proper notice of the public hearings, and the conducting of public hearings related hereto.

- 3.2.3. Upon the execution and delivery of this Agreement by County the obligations of County will be valid and binding obligations of County.
- 3.2.4. Execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of the County's, Code of Ordinances, Land Development Regulations, or by the terms and provisions of any agreement, covenant, Court Order or Judgment to which County is a Party.
4. **Duration of the Agreement.** This Agreement shall have a term of thirty (30) years, commencing on the Effective Date. Notwithstanding the preceding provisions of this Section, however, any utilities ERC Credits received by an Owner under the terms of this Agreement (such Credits having been issued for cash contributions by an Owner to County for utilities improvements that will have been constructed and in use) shall not have an expiration date, and will not expire if the term of this Agreement expires in accordance with the provisions of this Section. ERC Credits granted to Owners under this Agreement shall remain in effect until used, subject to the other terms of this Agreement.
5. **Conveyances of ROW; Roads Construction; Etc.**
- 5.1. **Conveyance - 49th Avenue ROW.** Subject to those conditions as set forth below, Bradford 159 and Bradford Executive agree to convey to County, as partial consideration for County's agreements herein, all of the required 49th Avenue ROW (120' in width, except at intersections where additional road lanes are included in the 49th Avenue Plans, in which case the ROW shall be widened to accommodate such additional lanes) located in the Bradford 159 and Bradford Executive Properties, in accordance with the following provisions:
- 5.1.1. **Conveyance of ROW.** The required 49th Avenue ROW shall be determined in accordance with the Plans, and shall include all road right-of-way, land for required Stormwater Management Facilities, and temporary or permanent easements, as the same may be depicted on the Plans. All conveyances shall be made in accordance with the Conveyance Standards. The conveyances shall occur at the Closing, at which Bradford 159 and Bradford Executive will convey to County the respective 49th Avenue ROW segments owned by each of them. Bradford 159 and Bradford Executive acknowledge that they will not receive transportation impact fee Credits for the value of the ROW land conveyed. Conveyance of the ROW and other lands by Bradford 159 and Bradford Executive to County shall constitute donations from Bradford 159 and Bradford Executive to County, and shall not qualify for transportation impact fee Credits. The form of the Deed for the conveyance of the 49th Avenue ROW by Bradford 159 and Bradford Executive shall be that shown on attached Exhibit "H".
- 5.1.2. **Modification of Plans.** County currently plans to construct all four (4) lanes of the planned roadway at the time of initial construction. As a condition of its agreement to complete construction of 49th Avenue by the date specified in Section 5.2 below, County shall have the right, at its election, to initially construct only two (2) of the planned four (4) lanes. In the event the County elects to initially construct only two (2) of the eventual planned four (4) lanes. Such election shall not modify Owners' obligation to convey all 49th Avenue ROW which will be eventually required for the construction of the full four (4) lane facility, Owners' shall still convey, at the time of the initial conveyance, the 49th Avenue ROW for the full four (4) lane facility. If County elects to modify its Plans for 49th Avenue County shall provide Owners with notice of such election, to allow Owners' engineers to provide input regarding modification of the Plans. The preceding provision shall not grant to Owners or Owners' representatives any right of approval of the Plans, but is intended to facilitate mutual coordination between County and Owners regarding construction of 49th Avenue and development of Owner's Properties. In the event modification of the Plans changes in any fashion the 49th Avenue ROW required by County the provisions of this Agreement requiring Bradford 159 or Bradford Executive to convey that portion of the 49th Avenue ROW respectively owned by them to County shall refer to any 49th Avenue ROW resulting

from the modifications. County's right to modify the Plans shall not include a right to widen the base right-of-way width of one hundred and twenty (120) feet, or add additional width, other than additional width required for turn lanes at intersections as specified above, and also does not include realignment of the route of 49th Avenue from the alignment shown on attached Exhibit "B".

- 5.2. **Construction – 49th Avenue.** In consideration of the agreements of Owners herein, and subject to satisfaction of all the Conditions Precedent set forth in Section 13 hereof, County agrees that it will fully complete construction of 49th Avenue from SW 95th Street north to SW 80th Street within five (5) years of the effective date of this agreement subject to the condition that County has received from Owners, and from the owner of the North PUD Property, conveyances of all 49th Avenue ROW located within the North and South PUD Properties.
- 5.3. **Third Party ROW.** The Parties acknowledge that the 49th Avenue Plans require the County to acquire (by donation, acquisition, or through exercise of County's right of eminent domain) title to the Sweeny Commercial ROW, described in Section 2.29 of the South PUD agreement. Owners acknowledge that all obligations of County to construct 49th Avenue are contingent upon completion of the donation conveyance by Sweeny (with a Joinder by Todd Rudniansyn) to County of the Sweeny Commercial ROW prior to or simultaneous with the conveyances by South PUD Owners to County of the 49th Avenue ROW owned by them (or, completion of such conveyance by Sweeny and Todd Rudniansyn, at a later date, at the discretion of County).
- 5.4. **90th Street ROW.** Owners agree to convey to County, at the Closing, the 90th Street and 85th Street ROW described on Exhibit "I" and necessary to construct a two-lane collector roadway. Construction shall be by the owner in conjunction with the development of the property adjacent to subject road. The form of the deed for the 90th Street ROW from Owner to County shall be the same form used for the conveyances of the 49th Avenue ROW. Owner agrees that Owner will not receive transportation impact fee credits for the value of the ROW land conveyed. Owner retains proper easements to access both right-of-ways for construction activities as part of the development project. The subject ROW shall be eighty (80') feet in width, except at intersections with roadways, at which time required additional width shall be conveyed to facilitate construction of turn lanes included in the approved road plans. County shall have no obligation to construct any segment of SW 90th Street located within either the South PUD Property or the North PUD Property.
6. **Conveyance of Additional Parcels.** In addition to the conveyance to County of 49th Avenue ROW and SW 90th Street ROW Bradford 159 and Bradford Executive agree that at the Closing (or, as to the Park Parcel, any later date specified below), simultaneous with the conveyance of the 49th Avenue ROW and 90th Street ROW, they will convey the following Parcels of property to County:
- 6.1. **Park Parcel.** Owners shall convey to County a Park Parcel containing not less than 10.0 acres of land, at the location and subject to the conditions set forth in this Section. The terms of the conveyance of the Park Parcel from Owners to County, and subsequent usage of the Park Parcel, shall be in accordance with the following provisions:
- 6.1.1. The Park Parcel to be conveyed to County shall be located adjacent to a portion of the southerly boundary line of the South PUD Property, as shown on the sketch depicted on attached Exhibit "J" (the "Park Parcel Location"). County agrees to use its best efforts to negotiate a joint usage agreement between County and the Marion County School District ("School District") to facilitate coordination of the Park with usage of public school facilities owned by the School District at the elementary and middle schools located immediately south of the South PUD Property.
- 6.1.2. The gross acreage included in the Park Parcel conveyed by Bradford 159 to County shall be a credit against any park land or recreational land requirements under County's Comprehensive Plan, County Code, Land Development Regulations, or other

County Ordinances or Regulations for property owners to donate, designate, or purchase for public park space for the benefit of the residents of the County.

- 6.1.3. The form of the Deed to be used to convey the Park Parcel to County shall be that form shown on attached Exhibit "K".
- 6.1.4. Notwithstanding any contrary provisions in this Agreement, if Owners convey the Park Parcel to County and County does not, within five (5) years of the date of the conveyance, make improvements to the Park Parcel to facilitate public uses Owners shall also have the right, at their election and expense, to make improvements to the Park Parcel to facilitate its use as a passive park, subject to County's reasonable approval of improvements to be installed.
- 6.2. **Fire Rescue Parcel.** Bradford 159 agrees to convey to County a 3-acre parcel of property (the "Fire Rescue Station Parcel") at the location shown on the Conceptual PUD Plan, for use by County as the site of a future emergency and medical services facility. The legal description of the Fire Rescue Parcel and the form of the Deed to be used to convey the Fire Rescue Parcel are shown on attached Exhibits "L" and "M", respectively. Conveyance of the Fire Rescue Parcel to County shall occur simultaneous with Bradford 159's conveyance to County of the adjacent 49th Avenue ROW.
7. **Capital Contribution - Bradford Executive.** Bradford Executive agree that, within 60 days from the effective date of this Agreement Bradford Executive will contribute to County the sum of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) used for utilities infrastructure design, permitting and construction costs ("Utilities Funds"). Capital contribution shall not be subject to any closing conditions or conditions precedent stated in this agreement. The Utilities Funds shall be used by the County subject to the provisions of Section 8.3. County shall maintain records of the expenditure of such funds, and provide summaries (corresponding to the County's permitted uses for the funds under the terms of this Agreement), upon the written request of Owners.
8. **Water and Wastewater Services.**
- 8.1. **Provision of Services; Payment of Rates.** Owners agree that they will purchase water and wastewater services for the benefit of the South PUD Property from County, and that County (subject to compliance with its obligations under this Agreement) will be the exclusive provider of water and wastewater services for the South PUD Property. County agrees that it will allow connection of the water treatment distribution facilities and wastewater collection facilities installed by Owners in the South PUD Property to the central water and wastewater facilities of County in accordance with the terms and intent of this Agreement. County agrees that once it provides water and wastewater services to the South PUD Property it will thereafter continuously provide, in accordance with the terms of this Agreement, applicable laws, and applicable rules and regulations and rate schedules, water and wastewater service to the South PUD Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over water and wastewater systems of the County. Owners, and Owners' successors and assigns, agree to timely and fully pay all then-applicable monthly rates, fees, charges to County and otherwise fully comply with County's rules, regulations and ordinances applicable to provision of water and wastewater services. For each developed lot seeking County services pursuant to this Agreement Owners, and their successors and assigns, agree to timely pay applicable County water and wastewater capital charges (subject to any ERC Credits granted herein that may apply) based on the County capital charge rates in effect at the time of actual interconnection of the applicable lot. Owners also agree to pay to County for monthly service, within thirty (30) days after a statement is rendered by County, all sums due and payable in such statements. County's rate charges charged to the Owners of the South PUD Property shall be identical to rates charged for the same classification of service to other utilities customers of County. All rules, regulations and rates in effect, or placed in effect as of the date of this Agreement, shall be binding upon Owners and any other entity holding by,

through or under Owners, and upon any customer of the water and wastewater services provided to the South PUD Property by County.

- 8.2. Usage of Capital Contribution.** Within 60 days of execution of this agreement, Bradford Executive shall deliver to County the One Million Eight Hundred Thousand Dollars (\$1,800,000.00) of Utilities Funds described in Section 7 above. County agrees that such funds shall be used exclusively for the construction of those improvements, or activities, described in Section 8.3. Upon Bradford Executive delivering to County the Utilities Funds, all of the utilities infrastructure improvements described in Section 8.3 must be completed not later than the required date for completion of construction by County of the segment of 49th Avenue which is the subject of this Agreement (County will construct all utilities infrastructure improvements to be located within the ROW of 49th Avenue concurrent with construction of 49th Avenue).
- 8.3. Utilities Systems Improvements.** County agrees that upon receipt of the One Million Eight Hundred Thousand Dollars (\$1,800,000.00) of Utilities Funds described in Section 7 it will immediately initiate design, permitting and construction, and thereafter complete construction with due diligence, of the following utilities system infrastructure, and the following related activities:
- 8.3.1.** A 12" water main extension from SW 100th Street on SR 200 to an existing County water main at the intersection of SW 90th Street and SR 200 (looping County's water system on SR 200 to support development of the North and South PUD Properties).
- 8.3.2.** A 12" water main extension running north from SW 99th Street Road along 49th Avenue to SW 95th Street (looping County's water system on SW 49th Avenue to support development of the South PUD Property).
- 8.3.3.** A 12" water main extension from SW 95th Street running north along SW 49th Avenue to the point on the western boundary of the 49th Avenue ROW contiguous to the southerly boundary of the North PUD Property, to support development of the South and North PUD Properties.
- 8.3.4.** A 12" sewer main extension from SW 95th Street running north to a point on or adjacent to the southern boundary of the North PUD Agreement, along the SW 49th Avenue alignment, to support development of the South and North PUD Properties.
- 8.3.5.** Determination of the final location for the Wellfield/Water Plant Parcel shall require County to install one or more test wells to determine water quality and availability. County shall be allowed to use Utilities Funds for the costs of test wells, analysis, or other due diligence activities of County required to locate the final, usable, site for the Wellfield/Water Plant Parcel.
- 8.3.6.** A County wastewater lift station at the intersection of SW 90th Street and SW 49th Avenue. This lift station will be designed, permitted and constructed to provide service for the approved development of the South and North PUD Properties. Six Hundred and Fifty Thousand Dollars (\$650,000.00) is included in the utilities estimate to construct this lift station. If further engineering analysis determines that the lift station should be larger, the Owners of the South PUD Property will be required to provide all required additional funds for the lift station to County, or explore alternative engineering designs, provided that the lift station is designed to provide sufficient service capacity for all approved residential units on the South and North PUD Properties. County shall be solely responsible for any costs incurred in oversizing the lift station to provide service capacity for properties other than the South and North PUD Properties identified in this Agreement, such costs shall be paid by County concurrent with the construction of the lift station.

8.3.7. The sizing of water main extensions, sewer main extensions, lift stations, and water treatment facility improvements constructed with the Utilities Funds shall be as set forth above. If not specified above sizing shall be based upon required capacity to service the maximum projected development of the combination of the South and North PUD Properties (at four residential units per gross acre). Utilities Funds will not be used to oversize any utilities infrastructure in anticipation of future service to properties outside the boundaries of the South and North PUD Properties. If the County desires to oversize any infrastructure to service properties outside the South and North PUD Properties County shall, at the time of construction, pay the oversizing costs with respect to such infrastructure.

8.4. **ERC Credits.** In addition to the previously described construction to be completed by County, as consideration for Bradford Executive's contribution of the Utilities Funds to County, County shall grant to Bradford Executive utilities capital charge Credits ("ERC Credits") for the One Million Eight Hundred Thousand Dollars (\$1,800,000.00) contributed to County for construction of the utilities capital improvements. County shall also grant to Bradford 159 (or its successors and/or assigns) ERC Credits (usable against the transmission system component of County's wastewater capital charges) in the amount of One Hundred and Four Thousand Six Hundred and Sixteen Dollars (\$104,616.00), for funds previously contributed by Bradford 159 to County to upsize the recently constructed wastewater force main on SW 95th Street (running from SW 60th Avenue east to the intersection of 49th Avenue and SW 95th Street). All ERC Credits granted under this Agreement shall be usable on the South PUD Property, the North PUD Property, and the Sweeny Commercial Property. Regarding the ERC Credits granted under the provisions of this Section the following provisions shall be applicable:

8.4.1. Notwithstanding the later provisions of Section 8.4.2 of this Agreement, Bradford Executive (or its successors and/or assigns) shall be entitled to use ERC Credits granted to it for contribution of the Utilities Funds described above to County, for full payment of capital charges (for water and wastewater capital charges currently costing \$6,489.00 per ERC) charged by County for connection to County's utilities services for two hundred (200) Equivalent Residential Connections (i.e., the specified number of ERC Credits can be used towards payment of the full capital charges for connection to the utilities system, including full water and sewer capital charges. Bradford Executive (or its successors or assigns) could have the right to assign any (or all) of the 200 ERC Credits described in this Section 8.4.1 to the owner of the North PUD, for use on the North PUD Property.

8.4.2. With respect to the balance of the ERC Credits granted to Bradford Executive or Bradford 159 under the provisions of this Section the following provisions shall be applicable:

8.4.2.1. ERC Credits earned by the use of Utilities Funds to construct improvements to the water distribution system shall be usable only for payment of the transmission component of County's water capital charges.

8.4.2.2. ERC Credits earned by the use of Utilities Funds to construct the wellfield or water plant improvements shall be usable only for payment of the water plant component of County's water capital charges.

8.4.2.3. No wastewater plant component capital charge Credits will be earned with respect to these Utilities Funds.

8.4.2.4. ERC Credits earned by use of Utilities Funds to construct the regional lift station shall be usable against the collection and transmission components of County's wastewater capital charges.

- 8.4.2.5. County will maintain records of earned ERC Credits. County will provide, upon written request from the Credit holder (not more frequently than four (4) times per calendar year) an update report of the holder's regarding remaining ERC Credits.

See also the provisions of Section 8.7 regarding reimbursement for ERC Credits.

- 8.5. **Utilities Capacities.** Other than the reservation of capacities that occurs with the issuance of the ERC Credits described in Section 8.4, this Agreement does not reserve or guarantee any further availability of water plant treatment capacity or wastewater plant treatment capacity for the benefit of the South PUD Property, but Owner shall have the right to either reserve capacity by prepayment of capital charges, or use some or all of the ERC Credits granted to Owner as a result of the Capital Contribution of Owner to be made under the terms of this Agreement to prepay capital charges and reserve capacity (at any time), or construct such additional capacity (if not timely provided by County), in accordance with the provisions of Section 8.6.
- 8.6. **Additional Water & Wastewater Capacities.** If at any time during the term of this Agreement County has sufficient constructed and unreserved water and wastewater service capacities so as to allow Owners to reserve for the benefit of the South PUD Property water and wastewater capacities Owner shall have the right to reserve such capacities (in excess of the capacities reserved in Section 8.5 above) by the standard procedure of prepayment of water or wastewater (as applicable) capital charges for the reserved capacity. If at any time during the term of this Agreement the County does not have sufficient constructed and unreserved water or wastewater plant treatment capacities to service all of the South PUD Property (above the reserved capacity described in Section 8.5), Owners shall have the right at their election, but no obligation, to pay for or construct additional plant capacities only for the benefit of Owners and County in accordance with the following terms and provisions (which will apply to either water plant capacity or wastewater plant capacity, as applicable):
- 8.6.1. Owners shall provide County with eighteen (18) months prior written notice of the need for additional plant capacity (above the capacity for the 200 residential units described in Section 8.5) for any additional plant capacity projected needed over the following five (5) calendar years (the "Demand Notice"). County shall provide to Owners, within sixty (60) days of the date of receipt of the Demand Notice, written confirmation of capacity development plans of County regarding the requested additional capacity. If County does not have planned expansion of the required plant capacity, with committed funds for such improvements, Owners shall have the right, but no obligation, to construct for their benefit (and County if applicable) the additional plant capacity under the later provisions of this Section.
- 8.6.2. As set forth elsewhere in this Agreement, the obligations of Owners under this Agreement are contingent upon finalization of a Development Agreement for an adjoining parcel of property described herein as the North PUD Property. All rights granted under this Agreement to the Owners of the South PUD Property to construct, at their initial expense but in return for receipt of ERC Credits, additional plant capacity (either water or wastewater capacity, or both) for the benefit of the South PUD Property shall also extend to the owners of the North PUD Property.
- 8.6.3. In addition to any of the preceding provisions of this Section 8.6, if at any time the Owners desire to reserve additional water plant or wastewater plant capacities for the benefit of the South PUD Property, and County has available constructed and unreserved capacities (for either water plant or wastewater plant, or both) Owners shall be entitled to reserve plant capacities by full prepayment of the applicable capital charge for water plant capacity or wastewater plant capacity, as applicable.
- 8.7. **Reimbursement For ERC Credits.** An Owner holding ERC Credits may, at the Owner's election and in lieu of using the ERC Credits to pay for capital charges for connections of

residential units to County's utilities system, receive reimbursement from the County, as sufficient funds are received by the County, for capital charges paid by third parties to the County for the connection of residential units in the South PUD Property to County's water and wastewater systems. County will maintain records of capital charges paid to County by third-party owners for the connection of residential units in the South PUD Property to County's utilities system. County will, not less frequently than quarterly, remit to the Owner of the ERC Credits those capital charges collected by County, at which time the dollar amount of ERC Credits held by the Owner shall be reduced by the amount of reimbursement funds paid by County to Owner. Notwithstanding any of the preceding provisions of this Section 8.7, earned ERC Credits shall be used immediately after earning them, until depleted. By way of example regarding the provisions of this Section 8.8, if the Owner of the South PUD Property is the owner of \$100,000.00 in ERC Credits, usable as Credits against the transmission component of County's water system capital charge, and has sold a portion of the South PUD Property to a third party developer, and the third party developer has obtained building permits from County and paid to County utilities capital charges for residential units in which the total water transmission component charge to the third party developer was \$10,000.00, County would, in the next due interim reimbursement from County to the Owner of the ERC Credits, remit to the Owner of the ERC Credits the \$10,000.00, resulting in a reduction of the amount of ERC Credits held by the Owner in the same amount.

8.8. General Utilities Provisions. The following general provisions shall apply with respect to water and wastewater services for the South PUD Property:

- 8.8.1. Owners and their successors-in-title will be responsible for installation of all on-site water mains, sewer mains, and other on-site transmission infrastructure for water and wastewater.
- 8.8.2. Owners, and their successors and assigns, the Owners and occupants of buildings on the South PUD Property, are hereby prohibited by installing or maintaining any water supply wells or septic systems, except for irrigation purposes where reclaimed water is not available.
- 8.8.3. County shall not be liable or responsible for maintenance or operation of pipes, pipelines, valves, fixtures or equipment of any of the property of the customers, consumers or users of the South PUD Property other than the water or wastewater facilities located on easements granted to County.
- 8.8.4. Each customer of water and wastewater services on the Property shall keep all pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said customer and within the interior lines of the lot or tract occupied by the customer in good condition of water. The sale of water to a customer shall occur at the customer's side of the water meter.
- 8.8.5. Any temporary cessation or interruption of the furnishing of water or wastewater services to the Property at any time caused by an act of god, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other causes beyond the control of County shall not constitute a breach of the provisions contained herein, or impose liability upon County to developer, to Owners, or their successors or assigns.
- 8.8.6. Execution of this Agreement by County shall not be construed as a precedent of its acceptance by County of other potable water, reclaimed water, and/or wastewater facilities constructed or to be constructed by an Owner or others, on other properties.
- 8.8.7. No substance other than domestic wastewater as such term is defined by the Florida Department of Environmental Protection or a successor agency which has jurisdiction over the same ("FDEP") shall be placed into the wastewater system and delivered to

a County line. Should any discharge for the wastewater system not meet Domestic wastewater criteria as set forth by FDEP, Owners or any subsequent Owners and interest shall be subject to County's industrial pretreatment standards, such standards exist at that time, a separate agreement shall be required to County to provide such service.

- 8.8.8. The terms of this Agreement regarding water and wastewater services are intended to supplement the policies and procedures of County. This Agreement is not intended to replace any provisions of, or relieve Owners of its obligations to comply fully with, all policies and procedures of County.

9. **Joint Stormwater Management Facilities.** The right-of-way for 49th Avenue and SW 90th Street which Bradford 159 or Bradford Executive (or successors-in-title to them) will convey to County under the terms of this Agreement may include lands designated as the locations of Stormwater Management Facilities (each of the facilities separately a "Facility") to provide stormwater retention capacity for the applicable road. Subject to the provisions of this Section, County agrees that at the time of development of the South PUD Property by an Owner, if an Owner desires to oversize County stormwater facilities (referring specifically here to drainage retention areas ("DRAs"), County agrees that the Owner shall be allowed to oversize County DRAs to create shared DRAs, providing stormwater drainage retention capacity for both the applicable County road segment and an Owner's development, subject to the following terms and provisions:

- 9.1. The current Marion County Land Development Code ("LDC") contains provisions governing the oversizing and joint usage of Stormwater Management Facilities. To the extent the provisions of the County LDC control such actions, those provisions shall be applied to the ability of a private owner to oversize and make joint usage of a County-owned stormwater management facility, and shall supersede and control any subsequent provisions of this Section 9. The remaining provisions of this Section 9 shall be in effect to the extent their subject matter is not covered by County's LDC, in which event the terms of County's LDC shall be supplemented (but not contravened by) application of the provisions of the following subsections of this Section 9. The form of the current standard County Agreement regarding shared stormwater management facilities is attached to this Agreement as Exhibit "N" and incorporated herein. Notwithstanding any later provisions of this Section 9, in the event of any conflict between the terms of Sections 9.2 through 9.5, inclusive, and the provisions of County's LDC or standard agreement form shown on Exhibit "N" the terms of the LDC or the agreement shown on Exhibit "N" shall control.
- 9.2. Owners acknowledge that County may require that any maintenance or repair of private roads or Stormwater Management Facilities constructed on the South PUD Property be maintained through the adoption of a Municipal Services Taxing Unit ("MSTU") or a Municipal Services Benefit Unit ("MSBU"). In this event, any provisions in this Agreement regarding management, and assessment for expenses of, maintenance and cost sharing with respect to private roads or privately owned or operated Stormwater Management Facilities shall not be applicable.
- 9.3. The Owner shall have no right to oversize a County stormwater facility if at the time of the request the Owner is in default under any then-current obligations of Owner under this Agreement, or if prior to said date this Agreement has been terminated as a result of an Owner default.
- 9.4. The Owner shall be responsible for all costs incurred with respect to the design, permitting and construction of any oversizing of a County stormwater facility pursuant to the provisions of this Section. This shall include all costs affiliated with any modification or amendment of any existing Permit held by County regarding the construction or operation of the stormwater facility being oversized.
- 9.5. All plans and specifications for the oversizing of a County stormwater facility shall be subject to the prior review and approval of County, which approval shall not be unreasonably withheld.

- 9.6. Subject to the provisions of Section 9.2 above that County may require any maintenance or repair of private roads or Stormwater Management Facilities constructed on the South PUD Property be handled through the adoption of a MSTU or a MSBU. If neither a MSTU or MSBU is adopted, with respect to any County Stormwater Management Facilities which is oversized the Owner (being the then record title owner of the area of the South PUD Property that will discharge surface and stormwater runoff to the oversized County stormwater facility) and County shall enter into a Stormwater Management Agreement ("SMA") which will include the following provisions:
- 9.6.1. Notwithstanding any contrary provisions of any Permit issued by another Governmental Authority regarding the oversized County Stormwater Management Facility (by way of example, the Permit issued by the Southwest Florida Water Management District) the benefitted Owner and County shall be jointly responsible for the operation, maintenance, repair and replacement costs for the oversized Stormwater Management Facility, on an agreed formula specified in the SMA.
- 9.6.2. County shall have the continuing right to determine which party to the SMA (County or the benefitted Owner) shall be the primary managing party for operation, repair, maintenance, replacement activities with respect to the Stormwater Management Facility. The managing party shall be responsible for ordinary maintenance of the Facility, but any repair or replacement activities with respect to the Facility shall be subject to management, and review and approval, by the County.
- 9.6.3. The SMA will provide that each party to the SMA shall reimburse the other party for any reimbursement obligations arising under the shared costs formula of the SMA in payment of operating, maintenance, repair, and replacement costs with respect to the Facility. All reimbursements shall be due and payable within thirty (30) days of the date of transmittal of an invoice for reimbursement in accordance with the reimbursement provisions of the SMA. In the event of a failure of the benefitted Owner to timely pay or reimburse County for payment of its obligations under the SMA, which default continues for thirty (30) days after a written default notice is provided under the provisions of the SMA, County shall be entitled to suspend active development permits, or withhold issuance of new development permits, with respect to any benefitted property then owned by the defaulting Owner.
- 9.6.4. The SMA shall provide that, as to an Owner's maintenance and cost sharing obligations under the SMA, if a properly organized Homeowners Association ("HOA") is formed for the purpose of the ownership and/or maintenance of common elements of the property for which the Facility provides retention capacity, and the HOA has the legal right and authority to assess privately owned properties for a proportionate share of the costs of the maintenance of the Stormwater Management Facility under its organizational documents and appropriately recorded Restrictive Covenants, an Owner shall have the right to assign the Owner's rights and obligations under the SMA to the applicable HOA, the Owners thereby being released from any responsibility. Therefore, provided that (i) at the time of the assignment the Owner is in full compliance with Owner's obligations under the applicable SMA and no Owner default exists; and (ii) the HOA, by proper execution of a written acceptance of the assignment from Owner and assumption of the obligations of Owner under the SMA, agrees to be bound by the provision of the SMA and assume all of Owner's obligations thereunder; the Owner would be released from future maintenance obligations under the SMA.
- 9.6.5. The formula for sharing of operating, maintenance, repair, and replacement cost regarding an oversized Stormwater Management Facility shall be based on the total permitted stormwater discharge into the Facility. County and Owner shall each be responsible for their share of the total permitted stormwater discharge from their

respective properties into the Facility. (By way of example, if the total permitted stormwater retention capacity of the Shared Facility is 100,000 cubic feet, and County owned property, including public roadways, has been issued permits to discharge 40,000 cubic feet of surface and stormwater runoff into the facility, and the Owner's benefitted property has been issued permits to discharge 60,000 cubic feet of surface and stormwater runoff into the shared Facility, County and the benefitted Owner shall be responsible for 40% and 60%, respectively, of the operating, maintenance, repair and replacement costs with respect to the Facility.

- 9.6.6. For the purposes of this Agreement and any Stormwater Maintenance Agreement, the costs to be shared by the Parties and subject to the reciprocal reimbursement obligations of the parties shall include all out-of-pocket costs reasonably incurred by either party, including but not limited to: engineering fees; consulting fees; design; permitting and construction costs; permit fees; or any other costs reasonably incurred by a party with respect to the operation of the shared Facility.

10. Development Entitlements, Etc.

- 10.1. Transportation Facilities & Concurrency. In consideration for the agreements of Bradford 159 and Bradford Executive herein, County agrees that upon the completion of: (i) the conveyance to County of the 49th Avenue and SW 90th Street ROW owned by Bradford 159 or Bradford Executive; (ii) conveyance to County of the Park Parcel and the Fire Rescue Parcel; (iii) payment to County of the One Million Eight Hundred Thousand Dollars (\$1,800,000.00) contribution described in Section 7; and (iv) completion by County of the construction of 49th Avenue from the 42nd Street Flyover (described below) to SW 95th Street; all of the South PUD Property shall be vested as to any development thereon of four (4) residential units per gross acre (or, alternatively, other development generating the same number of new exterior vehicular trips), for traffic concurrency and background traffic for study purposes only for SW 49th Avenue (whether now existing or hereafter constructed) from SW 95th Street north to the city limits of the City of Ocala excluding any intersection improvements that may be required based on the submitted and approved development's traffic study. Regarding additional traffic concurrency for development of the South PUD Property the following provisions shall be applicable

- 10.1.1. Any Party undertaking development activity on the South PUD Property shall be required to comply, other than with respect to the vested capacity specified above, with the County's standard transportation concurrency rules and procedures, as are currently codified in County's Land Development Code, to determine compliance with concurrency requirements for development of the South PUD Property.

- 10.1.2. Although referenced in this Agreement the ownership of the North PUD Agreement is independent of ownership of the South PUD Property, and the Properties are not being developed or marketed under a common development or marketing plan. For purposes of methodology for traffic impact analysis of development of the South PUD Property, any projected traffic to be developed by development activity on the North PUD Agreement shall be considered background traffic for the traffic impact analysis for development of the South PUD Property.

- 10.2. Final Two (2) Lanes – 49th Avenue. As noted above, County may elect to initially construct two (2) lanes of 49th Avenue. Notwithstanding any contrary provisions herein, County agrees that if it elects to initially construct only two (2) lanes of 49th Avenue it shall be obligated to initiate (and thereafter pursue completion with due diligence) the design, permitting and construction of the remaining two (2) lanes of the segment of 49th Avenue between SW 95th Street and SW 80th Street when the peak hour traffic volume (measured in either direction) on the segment of 49th Avenue equals or exceeds sixty-five percent (65%) of the calculated maximum capacity of the two-lane road facility. Upon activation of County's obligation to construct the remaining two (2) lanes of 49th Avenue County shall, subject to funding

availability, designate the construction obligation as a fully funded project in (if applicable) the Capital Elements Plan of County's Comprehensive Plan, and on County's Transportation Improvements Plan.

- 10.3. No Termination.** The provisions of this Section 10 shall not in any fashion waive, or terminate, any obligation of the Owner of the South PUD Property (or any portion thereof) to pay, at the time of development of the Property or any portion thereof, transportation impact fees, mobility fees or assessment fees, or other fees or assessments of a similar nature imposed to generate general funds for the construction of road facilities within the County or a geographic area of the County, provided that such fees are: (i) assessed on a County-wide basis for all development activities, including the development activities that occur on the South PUD Property or a portion thereof; and (ii) are collected by County for development activities within the County for which such impact fees, mobility fees, or similar assessments or fees are collected.
- 10.4. School Concurrency.** Bradford 159 and Bradford Executive acknowledge that pursuant to Section 163.3180, Florida Statutes, the Marion County School District has adopted a School Concurrency Impact Fee Ordinance applicable to development on the Bradford 159 and Bradford Executive Properties. Bradford 159 and Bradford Executive agree that nothing contained in this Agreement, or expenditures by Bradford 159 or Bradford Executive after under the terms of this Agreement, shall vest Bradford 159 or Bradford Executive from complying with any applicable school concurrency requirements.
- 10.5. Density Calculation.** Pursuant to the terms of this Agreement, at the Closing to be held in accordance with Section 2.8, hereof, Bradford 159, Bradford Executive have agreed to contribute to County certain ROW parcels to be used by County as right-of-way for the future construction of 49th Avenue and SW 90th Street related stormwater management facilities, a public park parcel, a fire station parcel, and a wellfield/water plant parcel. It is agreed that, with respect to any lands contributed and conveyed by Bradford 159 or Bradford Executive to County, for the purposes of determining the maximum density or intensity of development of the South PUD Property, the acreage included in the above-described contributed lands, and any additional lands within the Property contributed to County for the construction of utilities infrastructure, including lands encumbered by easements granted to County Utilities for the location or operation of utilities infrastructure, and all currently existing publicly dedicated easements encumbering the Property, shall be included in the calculation of the maximum density or development intensity of the Property and shall be allocated to development of the remainder of the Property. It is agreed that the maximum allowable residential density for development of the South PUD Property is one thousand one hundred and fifteen (1,115) residential units, based on an agreed qualifying acreage (for the purpose of calculation of allowable density) of two hundred and seventy eight and 78/100ths (278.78) acres.
- 10.6. Environmental Impact Assessments.** Prior to development of any of the South PUD Property or any portion thereof the Owner shall provide to County an environmental impact assessment in accordance with any then-applicable environmental impact regulations contained in County's Code of Ordinances or Land Development Regulations. In the event the impact assessment indicates any adverse environmental impact created by the proposed development a mitigation of the environmental impact shall be undertaken by Owner in accordance with an appropriate mitigation plan developed by the Owner and reviewed and approved by County.
- 10.7. Stormwater Management System Design and Maintenance.** The Owners of the South PUD Property shall design and construct the stormwater management systems (including all stormwater retention areas, stormwater ponds, or other drainage structures or facilities) for the Property in accordance with all applicable state and local regulations including, without limitation, the regulations of County and the Southwest Florida Water Management District. Owners (and any successor Owner of the South PUD Property or a portion thereof, if applicable) shall thereafter maintain all stormwater management system improvements in accordance with any applicable state or local regulations, laws, or rules. An Owner's

maintenance obligations with respect to stormwater management system improvements may be undertaken by a Municipal Services Taxing Unit (MSTU) or a Municipal Services Benefit Unit (MSBU) formed for such purpose, or, if neither a MSTU or MSBU is created, assigned Owner to a HOA formed for the purpose of owning maintaining common elements of the Southern PUD (as specified above).

10.8. Term – Capacity Reservation. Any reservation of traffic facilities capacity enumerated in this Agreement granted to Owners for the benefit of the South PUD Property or any portion thereof, and shall have a term concurrent with the term of this Agreement, any extensions of the reservations of facilities capacities beyond said date shall require an Amendment to this Agreement.

10.9. Permitted Uses and Development Restrictions.

10.9.1. Initial Permitted Uses. The permitted uses, development intensity and height limitations for development on the South PUD Property is, as of the Effective Date, as follows:

10.9.1.1. Permitted Uses. All uses permitted as a matter of right, and all uses permitted by approved special use permit, for properties having a land use classification of Medium Density Residential on the Future Land Use Map of County's Comprehensive Plan, and also having a zoning classification of Planned Unit Development (PUD).

10.9.1.2. Height. Unless modified (increased) by approval by the Marion County Board of County Commissioners in the final approved planned unit development (PUD) zoning of the Property, the maximum height for development activity on the South PUD Property is fifty feet (50').

10.9.1.3. Relationship to Land Use and Zoning Classifications. The restrictions on or provisions herein concerning the development of the South PUD Property or any portion thereof do not operate to supersede any applicable land use or zoning classification of the South PUD Property, or any portion thereof under the County Land Development Code or Comprehensive Plan. Each Parcel or any portion thereof may only be developed in accordance with the applicable land use and zoning classification of the Parcel that may exist, or be amended from time to time, under the County Land Development Code or Comprehensive Plan. Development of a Parcel or a portion thereof must be in accordance with that Parcel's existing or modified land use and zoning classification (established by the governmental entity with jurisdiction over such matters), and the restrictions contained in this Agreement. If a permitted use for a Parcel or portion thereof which is not described above is desired by an Owner, the Owner must seek and procure the modification of, as applicable, the land use or zoning classification of the Parcel, or this Agreement.

10.9.2. Development Permits Required.

10.9.2.1. Local Development Permits. The local development permits approved or needed to be approved for the development of the Project in accordance with the provisions of this Agreement, and the status of each such permit or approval, are as follows:

TABLE 10.10.2.1. – LOCAL DEVELOPMENT PERMITS	PERMIT AND STATUS
Planned Unit Development (PUD) Zoning Approval – County	Applied For

Environmental Resources Permit (Stormwater Permit – 49 th Avenue Improvements) – Southwest Water Management District	Modification will be Applied For
Environmental Resources Permit (South PUD Property) – Southwest Florida Management District (Permits to be approved for Phases)	To Be Applied For (“TBAF”)
Florida Department of Environmental Protection (FDEP) Permit – Extension of County Potable Water System	TBAF
FDEP Permit Extension of County Sanitary Sewer System	TBAF
Plat Approvals – Plats of South PUD Property or sub-parcels thereof ¹	TBAF

Nothing in this Agreement shall be deemed to obviate the Owner’s compliance with terms and provisions of each such identified Permit, nor to obligate the County to grant any of the Permits, nor to obligate the County actions, or approvals enumerated above.

10.9.3. Additional Permits. The failure of this Agreement to address any particular permit, condition, term, or restriction on development shall not relieve the Owner or County of the necessity of complying with any law governing said permitting requirement, condition, terms and restrictions with respect to the contemplated development of the Project, as applicable.

10.9.4. Additional Conditions. County reserves the right to impose additional conditions, terms, restrictions or other requirements determined to be necessary for the public health, safety, and welfare of their citizens with respect to the development contemplated by the Owner and described in this Agreement, provided that such conditions, terms or restrictions shall not be in contravention with the terms of this Agreement.

10.9.5. Public Facilities. The Public Facilities that will service the Project, the person or entity who shall provide such Public Facilities, and the date of any new Public Facilities which must be constructed, are as follows:

10.9.5.1. Transportation Facilities. See the provisions of Section 10.1 regarding public transportation facilities which will provide transportation facilities capacities for the Project.

10.9.5.2. Potable Water. Potable water services for the Property are available from the County. County presently has sufficient permitted and constructed capacity, unreserved, for development of a portion of the Project – see the prior provisions of this Agreement above regarding current County capacity and expansion of current County capacity.

10.9.5.3. Sanitary Sewer. Sanitary sewer services for the Property are available from the County. County presently has sufficient permitted and constructed capacity, unreserved, for development of a portion of the Project – see the prior provisions of this Agreement above regarding current County capacity and expansion of current County capacity.

¹ It is anticipated by Owners that development of the PUD Property will occur in Phases, with a separate Plat, or Plats, recorded as to each Phase.

10.9.5.4. Solid Waste Collection. Solid waste collection for the Property will be provided by the County. County currently has sufficient capacity, unreserved, to provide solid waste collection for the Property.

10.9.5.5. Educational Facilities. Public education services for the Property are currently provided by the following schools, operated by the Marion County Board of Public Education:

- A. Hamett Bowen Elementary School.
- B. Liberty Middle School.
- C. West Port High School.

10.9.5.6. Recreational Facilities. The Property is served by recreational facilities owned by the County, including Independence Park. The Property is also served by recreational facilities owned by the State of Florida, including the Florida Horse Park and the Florida Greenway.

10.9.5.7. Health Systems and Facilities. Both Ocala Regional Medical Center and Munroe Regional Medical Center operate general community hospitals which serve the Property, both located approximately five (5) miles from the Property.

10.10. Water Conservation. An Owner shall promote water conservation throughout the Property through the following actions:

10.10.1. The development plan for the Property shall include utilizing appropriate conservation design methods through the PUD process.

10.10.2. Any Final PUD Plan for the Property, or any portion thereof, shall:

- A. Maximize preservation and use of natural areas.
- B. Maximize natural landscape areas that do not require potable water irrigation.
- C. Implement Comprehensive Florida Friendly Landscaping standards, or a similar standard approved by County, within the PUD.

10.10.3. As treated reclaim water is available from Marion County Utilities, or other utility providers, Bradford 159 and Bradford Executive, or any subsequent developer, may at their election alternatively use treated reclaim water for irrigation purposes.

11. Closing. The Closing of the transfer and conveyance to County of the 49th Avenue ROW and 90th Street ROW, and conveyance of the Park Parcel and Fire Rescue Parcel to be conveyed at the Closing (the "Closing") shall occur on the date which is on or before sixty (60) days after satisfaction of all Conditions Precedent listed in Section 13, and expiration of any appeal periods with respect to any Conditions Precedent, or on such later date as may be mutually approved by the parties, provided, however, that in no event shall the Closing occur after the date specified in Section 13 below for satisfaction of all Conditions Precedent. The following provisions shall apply with respect to the Closing:

11.1. Not less than fifteen (15) days prior to the scheduled Closing date, the following items shall be delivered, as noted::

11.1.1. County shall deliver to Owners separate sketches and legal descriptions (prepared and sealed by a licensed Florida surveyor or mapper) of the 49th Avenue ROW owned by Bradford 159 or Bradford Executive.

- 11.1.2. Owners shall deliver to County those commercial title insurance Commitments which Bradford 159 or Bradford Executive are required to provide to County with respect to Parcels to be conveyed to County, legal descriptions and sketches of ROW and Parcels to be conveyed to County (other than the 49th Avenue ROW) in accordance with the terms of the Conveyance Standards.
- 11.2. Bradford 159 and Bradford Executive shall provide to County Limited Liability Company Affidavits, in form and content sufficient to satisfy the Conveyance Standards and any requirement for such an Affidavit for any title insurance Commitments and Policies to be issued to County with respect to a conveyance for which Bradford 159 or Bradford Executive is required to provide to County commercial title insurance Commitments and Policies under the provisions of the Conveyance Standards.
- 11.3. Bradford 159 and Bradford Executive shall, as to the Parcels which they are obligated to convey to County at the Closing, execute or provide (as applicable) all deeds, affidavits, or other documents, in compliance with the terms of the Conveyance Standards, and pay those Closing costs which are the obligations of Bradford 159 or Bradford Executive as set forth in the Conveyance Standards.
12. **Specific Performance.** The Parties acknowledge that any breach or default by a Party with respect to the following obligations under this Agreement:
- 12.1. Any obligation of Bradford 159 or Bradford Executive (subject to all Conditions Precedent contained herein) to convey to County 49th Avenue ROW, or temporary or permanent easements necessary for the construction of the 49th Avenue; SW 90th Street ROW or necessary construction easements; the Park Parcel; and the Fire Rescue Parcel.
- 12.2. The obligation of County to timely initiate the construction of the 49th Avenue and thereafter pursue with due diligence completion of construction of the 49th Avenue within five (5) years of the date Bradford 159 and Bradford Executive complete conveyance to the County of the 49th Avenue ROW located in the South PUD Property; and
- 12.3. All obligations of County to commence construction of utilities infrastructure within specified dates as set forth in this Agreement, and to provide any specified utilities capacities for the benefit of the South PUD Property as set forth in this Agreement;

are obligations that are unique to the location of the future SW 49th Avenue Extension and construction of the roadway, and in the event of a breach or default by a Party with respect to such obligations the damages sustained by any non-defaulting Party may be difficult, if not impossible, to determine. Therefore as to the specified obligations arising under this Agreement it is agreed that any non-defaulting Party shall specifically have a remedy, in addition to all other legal remedies available to it under the terms of this Agreement or by applicable law, of specific performance against the Defaulting Party. The provisions of this Section 12 shall specifically survive the completion of the initial Closing obligations of the Parties specified in this Agreement, and remain in full force and effect until completion of construction the 49th Avenue Extension in compliance with the terms of this Agreement, and the roadways are open for public usage.

13. **Conditions Precedent.** All of the obligations of the Parties to this Agreement are expressly contingent upon satisfaction of the following conditions precedent (collectively, the "Conditions Precedent") within one hundred and twenty (120) days after the Effective Date:
- 13.1. Final approvals by County of Conceptual PUD Plans for the Ocala Crossings South PUD Property and for the Ocala Crossings North PUD Property, consistent with the South PUD Property and North PUD Property Conceptual PUD Plans shown on attached Exhibits "C" and "C-2", or such other revised Conceptual PUD Plans as are approved by County and accepted by Bradford 159 and Bradford Executive (as to the South PUD Property) and by Sweeny (as to the North PUD Property).

- 13.2. Final approval by County of the Planned Unit Development (PUD) zoning classification for the South PUD Property and for the North PUD Property.
- 13.3. Final approval, execution by both parties, and recording in the Marion County Public Records of a Developer's Agreement between County and Owners (or successors-in-title to Owners) with respect to North PUD Property, with terms consistent with the terms of this Agreement.

Notwithstanding the first sentence of this Section 13, in the event all the above Conditions Precedent are not satisfied during the initial one hundred and twenty (120) day time period, the time period may be extended to a two hundred and forty (240) day time period by any party to this Agreement by providing written notification to all other parties of the election to extend the time period for satisfaction of the Conditions Precedent, which notice must be provided on or before the last day of the initial one hundred and twenty (120) day time period. The Closing is not completed on or before two hundred and forty (240) days from the Effective Date of this Agreement and satisfaction of all Conditions Precedent, this Agreement may then be terminated by either Party, by providing written notice of termination to the other Party.

14. Termination of Agreement.

- 14.1. Termination of the Agreement shall result in termination of: (i) all obligations of Owner to convey to County any real property under the terms of this Agreement, including any obligations to convey ROW for 49th Avenue; and (ii) all obligations of County to construct utilities infrastructure or provide utilities capacities for the benefit of the South PUD Property, or to construct any segments of 49th Avenue.
- 14.2. It is the intent of the Parties that in the event this Agreement is terminated as a result of failure to satisfy all required Conditions Precedent, the status of the South PUD Property as to Property's land use classification on the Future Land Use Map of County's Comprehensive Plan, shall remain in effect. All other development entitlements regarding the South PUD Property shall terminate concurrent with termination of the Agreement and the site may be administratively rezoned back to A-3 (Agricultural Residential Estate) or its comparable equivalent by the County.

15. Special Provisions. Development of the South PUD Property shall also be in compliance with the following special provisions:

- 15.1. **School Access.** A portion of the southerly boundary of the South PUD Property is adjacent to the northern boundary of elementary and middle schools operated by the Marion County School District. The final PUD Master Plan shall provide for alternate (supplemental) access to the schools through the PUD, to facilitate vehicular access from the schools to either SW 49th Avenue or SW 90th Street, to provide the schools with an alternate route to the current sole access route to the schools, SW 95th Street.
- 15.2. **Drainage Discharge.** Notwithstanding any contrary provisions of current development regulations of either County or the Southwest Florida Water Management District, with respect to the Johnston/Delano Properties adjacent to a portion of the easterly boundary of the South PUD Property (the Johnston/Delano Properties described in Section 15.3) the stormwater management system for the PUD shall be designed and constructed so that no drainage discharge will occur from the PUD to the Johnston/Delano Properties (i.e., the PUD will retain on-site both pre-development and post-development runoff from the 100 yr/24 hr design storm event as to the common boundary between the South PUD Property and the Johnston/Delano Properties).
- 15.3. **Johnston/Delano Properties Buffer.** The owners of two (2) contiguous parcels of real property which are contiguous to portions of the easterly and southerly boundaries of the

South PUD Property (the "Johnston/Delano Properties") being Marion County Tax Parcel Nos. 35699-012-01, owned of record by Rufus G. Johnston and Kimberly Hasslebeck Delano and Parcel No. 3569-012-37, owned of record by William Chadwick Johnston) appeared before the County Commission during its consideration of approval of this Agreement, and objected to the exterior buffering plan proposed by Owners. At the time of development of that portion of the South PUD Property adjacent to the westerly boundary the Johnston/Delano Properties the exterior buffer of the South PUD Property, and the uses of the South PUD Property contiguous to western boundary the Johnston/Delano Properties, shall comply with the following requirements:

15.3.1. The South PUD Property along the westerly boundary of the Johnston/Delano Properties shall have an exterior buffer ten (10) feet in width, with a planted (and irrigated through an initial grow-in period) double row of cedar trees (shown in detail on the approved Conceptual PUD Plan). The vegetation plan for the buffer shall be subject to review and approval by County staff. The vegetative buffer shall be installed at the time of construction of any improvements on the South PUD Property contiguous to the westerly boundary of the Johnston/Delano Properties, or the recording of a plat of that portion of the South PUD Property adjacent to any of the westerly boundary of the Johnston/Delano Properties, whichever event occurs first. Maintenance of the landscape buffer shall be the obligation of the owner of the South PUD Property or, upon development of the residential lots along the common boundary line (see below), the maintenance obligations for any portion of the buffer located within a platted residential lot shall be the obligation of that lot owner.

15.3.2. The development plan for the South PUD Property shall include one (1) tier of detached single family lots along the westerly boundary of the Johnston/Delano Properties, with the ten (10) foot buffer described immediately above being the rear (eastern) ten (10) feet of the platted lots. The platted lots may be used only for detached single family residential units.

15.4. PUD Master Plan. The PUD's final PUD Master Plan shall be scheduled for review and approval by the County's Board of County Commissioners. The owners of the Johnston/Delano Properties shall be provided with notice of the scheduled consideration by the Board of County Commissioners of the final PUD Master Plan, which shall be compliant with all of the preceding provisions of this Section 15 applicable to buffering adjacent to the Johnston/Delano Properties.

16. Default Provisions.

16.1. Default by County. Any default under this Agreement by County shall, subject to the later provisions of this Section 15.1, entitle the Owner or Owners of the PUD Property to either: (i) assert a claim for damages against County; or (ii) assert an action for a specific performance against County. Because the terms of this Agreement are unique to the South PUD Property and in the event of a default by County with respect to its obligations hereunder it may be difficult to ascertain the damages incurred by Owner, the parties agree that in the event of any default under this Agreement by either party both County and any Owner of the South PUD Property shall have, in addition to any other legal rights normally applicable with respect to this Agreement, including a claim for damages, an alternate remedy of specific performance. In the event of a default by County hereunder, prior to the exercise of its rights under this Section any Owner of the South PUD Property (whether the original owner, any successor Owner or any assignee of an Owner) shall provide a written default notice to County, specifying the default or defaults asserted in the notice. County shall then have ninety (90) days after the effective date of the default notice in which to cure the specified default or defaults. If within the ninety (90) day cure period specified above County has in good faith initiated reasonable actions to cure the default, and reasonable actions required to cure the default required time period extending beyond the ninety (90) day cure period, the

cure period shall be automatically extended to the reasonable period of time normally required to complete a cure or remediation of the noticed default(s).

- 16.2. Default by Owner(s).** Upon any default under this Agreement by Bradford 159, Bradford Executive, or any successors-in-title to them as an Owner of the South PUD Property or any portion of the Property, or any successor or assignee of the obligations of Bradford 159 or Bradford Executive under this Agreement, County's rights upon such default shall include: (i) action by County against Bradford 159, Bradford Executive, or its successors-in-title or successors or assignees thereof for damages as a result of the default; (ii) an action for specific performance against the defaulting parties; and (iii) the suspension, cancellation or termination of development orders or permits previously issued by County. Any suspension, cancellation or termination of any development order or permit by County shall occur only upon compliance with the following provisions:
- 16.2.1.** Prior to the exercise of its rights under this Section regarding development orders or permits County shall provide written notice of the default ("*Default Notice*") to the Owner (whether the original Owner, any successor Owner, or any assignee of an Owner) and Owner shall have ninety (90) days after the effective date of the Default Notice within which to cure the specified violation.
- 16.2.2.** If within the ninety (90) day cure period specified above Owner has in good faith initiated reasonable actions to cure the default, and reasonable actions required to cure the default require a time period extending beyond the ninety (90) day cure period, the cure period shall be automatically extended through the reasonable period of time normally required to complete a cure or remediation of the default.
- 16.2.3.** County's final exercise of its rights under this Section regarding suspension, cancellation or termination of issued development orders or permits shall require final approval of such action by the Board of County Commissioners of County, with notice of County's hearing on the same to be provided to the Owner ("*Hearing Notice*") not less than twenty (20) calendar days prior to the date of the County Commission's consideration of the action. At the Commission's hearing regarding the matter the Owner shall have reasonable opportunity to respond to County's notice of violation and to present information, testimony or other evidence to support Owner's objection to any suspension, cancellation or termination of development orders and permits previously issued by County.
- 16.2.4.** All notices given under this Section must comply with the notice procedures of this Agreement.
- 17. No Cross-Default.** Although this Developer's Agreement regarding the South PUD Property references the North PUD Agreement and development of that property, as previously noted the ownership of the Properties are independent, and the properties are not being developed under common development or marketing plans. It is agreed that the respective contributions by the Owners of the South PUD Property and the Owner of the North PUD Property of portions of the right-of-way of 49th Avenue does not constitute a common plan of development - - the Parties are using the previously planned County roadway as a logical division line between two separate projects. All Parties agree that a default under the North PUD Agreement shall not constitute a default under this South PUD Agreement, and a default under this Agreement shall not constitute a default under the North PUD Agreement.
- 18. Notice of Agreement.** Upon the execution of this Agreement by Bradford 159, Bradford Executive and County, Bradford 159 shall provide funds to County for the recording of this Agreement in the Public Records of Marion County, Florida. Any conveyance of any interest in the Property, or any portion thereof, after execution of this Agreement and prior to the recording of the Agreement in the Public Records of Marion County, Florida, shall be subject to the terms and conditions of this Agreement.

19. General Provisions.

19.1. Notices.

19.1.1. Effective Date of Notices. Any notice required or permitted hereunder, and all demands and requests given or required to be given by any party hereto to another Party, shall be in writing unless otherwise provided herein and shall be deemed given (a) when received if personally delivered or sent by telex, telegram, or facsimile, or (b) if sent by Federal Express (which terms shall be deemed to include within it any other nationally recognized reputable firm of overnight couriers) one (1) day after depositing with Federal Express, charges prepaid, before its deadline for next day delivery, or (c) if mailed, five (5) days after mailing if such notice has been delivered to the United States Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt, addressed as set forth in this Section.

19.1.2. County's Address. If given to Marion County any notice hereunder shall be addressed and given as follows:

MARION COUNTY, FLORIDA
Attn: County Administrator
601 SE 25th Avenue
Ocala, Florida 34471

With Copy to: Marion County Attorney
601 SE 25th Avenue
Ocala, FL 34471

With Additional Copy to: Marion County Planning Department
2631 SE 3rd Street
Ocala, FL 34471-9101

19.1.3. Bradford 159's Address. If given to Owner, Bradford 159, any notice hereunder shall be addressed and given as follows:

BRADFORD 159 P2, LLC
Attn: Steven P. Fischer
2500 Weston Road, Suite 311
Weston, FL 33331
Tel: (954) 385-3332
Fax: (954) 385-6464
E-mail: steve@sadoffandfischerCPA.com

With Copy to: Marsha H. Langley, Esquire
Greenburg Taurig, P.A.
5100 Towncenter Circle, Suite 400
Boca Raton, FL 34486
Tel: 561-955-7604
Fax: 561-367-6304
E-mail: langley@mgtlaw.com

19.1.4. Bradford Executive's Address. If given to Owner, Bradford Executive, any notice hereunder shall be addressed and given as follows:

BRADFORD EXECUTIVE HOLDINGS, LLC
Attn: Steven P. Fischer

2500 Weston Road, Suite 311
Weston, FL 33331
Tel: (954) 385-3332
Fax: (954) 385-6464
E-mail: steve@sadoffandfischerCPA.com

With Copy to: Marsha H. Langley, Esquire
Greenburg Traurig, P.A.
5100 Towncenter Circle, Suite 400
Boca Raton, FL 34486
Tel: 561-955-7604
Fax: 561-367-6304
E-mail: langley@GTlaw.com

19.2. Modification of Address. Any Party, or the Escrow Agent, hereto may change the address or addresses or the facsimile number, or the email address, to which a notice is to be sent by giving written notice of such change to the other Parties to this Agreement, in the manner provided herein.

19.3. Estoppel Statements.

19.3.1. Each Party agrees that upon written request from time to time of any other Party it will timely issue at no charge to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an Estoppel Statement stating:

- 19.3.1.1.** Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.
- 19.3.1.2.** Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).
- 19.3.1.3.** That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.
- 19.3.1.4.** That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it) to the best of the requested Party's knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.
- 19.3.1.5.** That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, or Certificate of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

Such written statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event suggest the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

19.4. Litigation. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation,

including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.

- 19.5. **Binding Effect.** The Parties to this Agreement represent to each other that each Party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the County and all other Parties hereto and their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.
- 19.6. **Amendment.** This Agreement shall not be amended or modified except by an amendment in writing, executed by all parties hereto in the same form as this Agreement.
- 19.7. **Severability.** In the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not effect the enforceability or the validity of the remaining provisions of this Agreement.
- 19.8. **Covenants Running with the Land.** The burdens and benefits of this Agreement are intended to and shall, run with the land and be binding upon and inure to the benefit of all successors-in-interest and title to the Property.
- 19.9. **Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.
- 19.10. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.
- 19.11. **Effective Date.**
- 19.11.1. This Agreement shall become effective upon completion of its execution by all Parties, and the recordation of the Agreement in the Public Records of Marion County, Florida, which shall occur within fourteen (14) days of the date of execution of this Agreement by the County.
- 19.11.2. Notwithstanding the foregoing:
- 19.11.2.1. The parties shall be obligated to perform any obligations hereunder that are required before such Effective Date; and
- 19.11.2.2. In the event this Agreement is challenged, including a challenge pursuant to Section 163.3243, Florida Statutes, within thirty (30) days of the recordation of this Agreement in the Public Records of Marion County, Florida, the obligations of the parties shall be suspended hereunder, except to the extent such suspension would be inconsistent with requirements of Act.

IN WITNESS WHEREOF, the parties have set their hand and seal as of the day and year first above written.

SEE SEPARATE SIGNATURE PAGES OF MARION COUNTY,
BRADFORD 159 P2, LLC; AND BRADFORD EXECUTIVE HOLDINGS, LLC

SIGNATURE PAGE FOR MARION COUNTY
[DEVELOPER'S AGREEMENT BETWEEN MARION COUNTY, FLORIDA;
BRADFORD 159 P2, LLC; AND BRADFORD EXECUTIVE HOLDINGS, LLC]

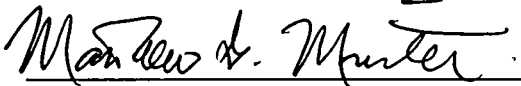
MARION COUNTY, FLORIDA

By: 
STAN McCLAIN

Title: Chairman

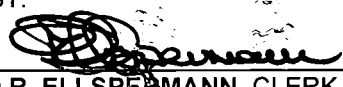
Marion County Board of County
Commissioners

APPROVED AS TO FORM AND LEGALITY:


MATTHEW MINTER
COUNTY ATTORNEY

Date: December 16, 2014

ATTEST:


DAVID R. ELLSPERMANN, CLERK OF THE
CIRCUIT COURT

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS ON December 16, 2014.

SIGNATURE PAGE FOR BRADFORD FARMS 159 P2, LLC
[DEVELOPER'S AGREEMENT BETWEEN MARION COUNTY, FLORIDA;
BRADFORD 159 P2, LLC; AND BRADFORD EXECUTIVE HOLDINGS, LLC]

Sally Lewis
Print Name: Sally Lewis

Melissa L Barth
Print Name: Melissa L Barth

AS TO OWNER:

BRADFORD 159 P2, LLC, a Florida Limited
Liability Company

By: BRADFORD EXECUTIVE HOLDINGS,
LLC, a Florida Limited Liability Company
Its: Manager

By: ZFM EXECUTIVE INVESTMENTS, LLC,
a Florida Limited Liability Company
Its: Manager

By: S&S FISCHER HOLDINGS, L.P., a
Florida limited partnership
Its: Manager

By: S&S FISCHER HOLDINGS, LLC, a
Florida limited liability company

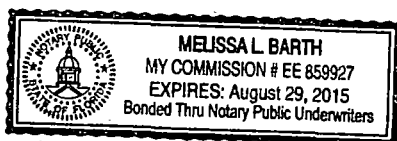
By: STEVEN P. FISCHER
Title: Manager
Date: 12/12, 2014

STATE OF Florida
COUNTY OF Broward

The foregoing DEVELOPER'S AGREEMENT was acknowledged before me by Steven Fischer as Manager of S&S FISCHER HOLDINGS, LLC, the Manager of S&S FISCHER HOLDINGS, L.P., its Manager of ZFM EXECUTIVE INVESTMENTS, LLC, the Manager of BRADFORD EXECUTIVE HOLDINGS, LLC, the Manager of BRADFORD 159 P2, LLC, who is:

☒ Personally known by me, OR
☐ Produced a driver's license as identification.

Dated: this 12 day of December, 2014.



Melissa L Barth
Print Name: Melissa L Barth
Notary Public, State of Florida
Commission number: EE 859927
Commission expires: 8/29/2015

SIGNATURE PAGE FOR BRADFORD EXECUTIVE HOLDINGS, LLC
[DEVELOPER'S AGREEMENT BETWEEN MARION COUNTY, FLORIDA;
BRADFORD 159 P2, LLC; AND BRADFORD EXECUTIVE HOLDINGS, LLC]

S. Lewis
Print Name: Sally Lewis

Melissa L Barth
Print Name: Melissa L Barth

AS TO OWNER:

BRADFORD EXECUTIVE HOLDINGS, LLC, a
Florida Limited Liability Company

By: ZFM EXECUTIVE INVESTMENTS, LLC,
a Florida Limited Liability Company
Its: Manager

By: S&S FISCHER HOLDINGS, L.P., a
Florida limited partnership
Its: Manager

By: S&S FISCHER HOLDINGS, LLC, a
Florida limited liability company

By: Steven P. Fischer
STEVEN P. FISCHER
Title: Manager
Date: 12/12, 2014

STATE OF Florida
COUNTY OF Broward

The foregoing DEVELOPER'S AGREEMENT was acknowledged before me by STEVEN P. FISCHER as Manager of S&S FISCHER HOLDINGS, LLC, the Manager of S&S FISCHER HOLDINGS, L.P., its Manager of ZFM EXECUTIVE INVESTMENTS, LLC, a Florida Limited Liability Company, MANAGER of BRADFORD EXECUTIVE HOLDINGS, LLC, who is:

X Personally known by me, OR
Produced a driver's license as identification.

Dated: this 12 day of December, 2014.



Melissa L Barth
Print Name: Melissa L Barth
Notary Public, State of Florida
Commission number: EE 859927
Commission expires: 8/29/2015

SOUTH PUD AGREEMENT
SCHEDULE OF EXHIBITS

EXHIBIT	REFERENCE	DESCRIPTION
A	Recital A	Legal - Bradford 159 Property
AA	§2.2	Road Alignment – 49 th Avenue
B	Recital A	Legal – Bradford Executive Property
C	§2.10	Conceptual PUD Plan – South PUD
C-1	§2.5	Copy – “Rolling Hills Agreement”
C-2	§13.1.1	Conceptual PUD Plan – North PUD
D	§2.12	Conveyance Standards
E	§2.18	Legal – North PUD Property
F	§2.29	Legal - Sweeny Commercial ROW Parcel
G	§2.29	Deed/Sweeny Commercial ROW Parcel
H	§5.1.1	Deed for 49 th Avenue ROW
I, I-1	N/A	DELETED
J	§6.1.1	Legal – Park Parcel
K	§6.1.3	Form - Deed/Park Parcel
L	§6.2	* Legal – Fire Rescue Station Parcel
M	§6.2	Form – Deed for Fire Rescue Station Parcel
N	§9.1	Form – Standard County DRA Agreement

***SEE BELOW:**

As a result of the realignment of 49th Avenue through the South and North PUD Properties, and the reconfiguration of the South and North PUDs, final legal descriptions for the parcels to be conveyed by Parties to this Agreement and marked with an asterisk (*) are not completed as of the date of finalization of the draft Agreement and Schedule of Exhibits. When all legal descriptions for all conveyances described in this Agreement have been completed and reviewed and approved by both County and Owners such Exhibits will be annexed to this Agreement as a Composite Exhibit “X”, and incorporated herein, with the consent of the Parties to the Agreement evidenced by written confirmation of the Owners and the County (County’s consent and approval shall be evidenced by written confirmation of the County Engineer).

SOUTH PUD AGREEMENT EXHIBITS

EXHIBIT "A"

LEGAL (BRADFORD 159 PROPERTY)

BEGINNING AT A CONCRETE MONUMENT MARKING THE SW CORNER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N.00°29'38"E, ALONG THE WEST BOUNDARY OF SAID SECTION 15, A DISTANCE OF 1294.70 FEET; THENCE S.89°28'39"E, 1316.50 FEET; THENCE S.00°26'18"W, 1294.70 FEET TO THE SOUTH BOUNDARY OF SAID SECTION 15; THENCE S.89°26'39"E, ALONG SAID SOUTH BOUNDARY, 1317.76 FEET TO THE NE CORNER OF THE NORTH 1/2 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°22'03"W, ALONG THE EAST BOUNDARY OF SAID NORTH 1/2 OF THE NW 1/4, A DISTANCE OF 1324.14 FEET TO THE SE CORNER OF SAID NORTH 1/2 OF THE NW 1/4; THENCE N.89°33'08"W, ALONG THE SOUTH BOUNDARY OF SAID NORTH 1/2 OF THE NW 1/4, A DISTANCE OF 2638.20 FEET TO A CONCRETE MONUMENT LABELED "PRM" REFERENCING THE BOUNDARY OF BRADFORD FARMS UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGES 193 AND 194, PUBLIC RECORDS OF MARION COUNTY FLORIDA; THENCE N.89°37'47"W, ALONG THE BOUNDARY OF SAID PLAT, 1320.89 FEET TO A CONCRETE MONUMENT LABELED "PRM" REFERENCING THE BOUNDARY OF SAID BRADFORD FARMS UNIT 1; THENCE N.00°29'45"E, ALONG THE BOUNDARY OF SAID PLAT, 1328.98 FEET TO THE NORTH BOUNDARY OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.89°38'04"E, ALONG SAID NORTH BOUNDARY, 1320.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 159.75 ACRES MORE OR LESS

EXHIBIT "AA"
(ROAD ALIGNMENT - 49TH AVENUE)

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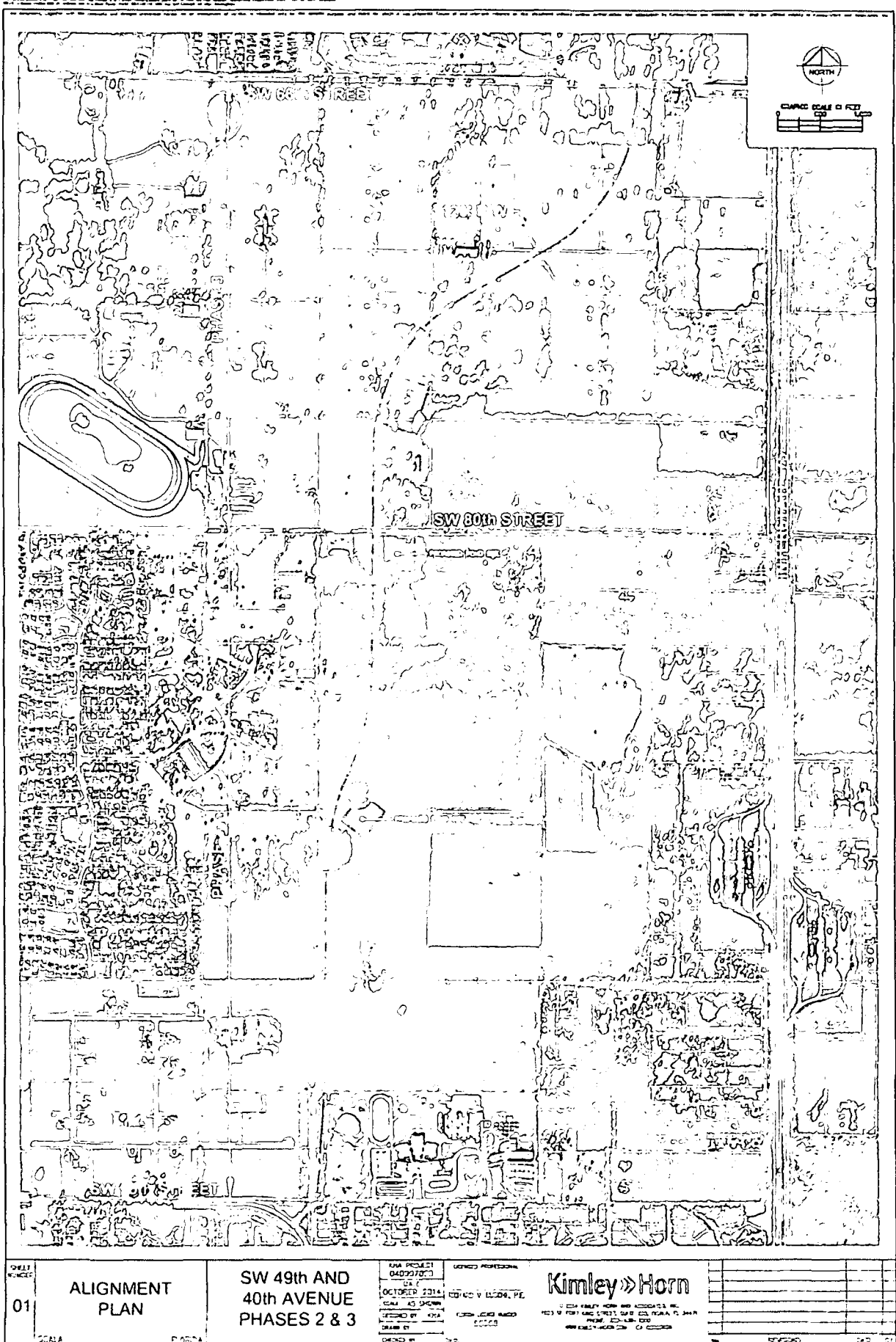
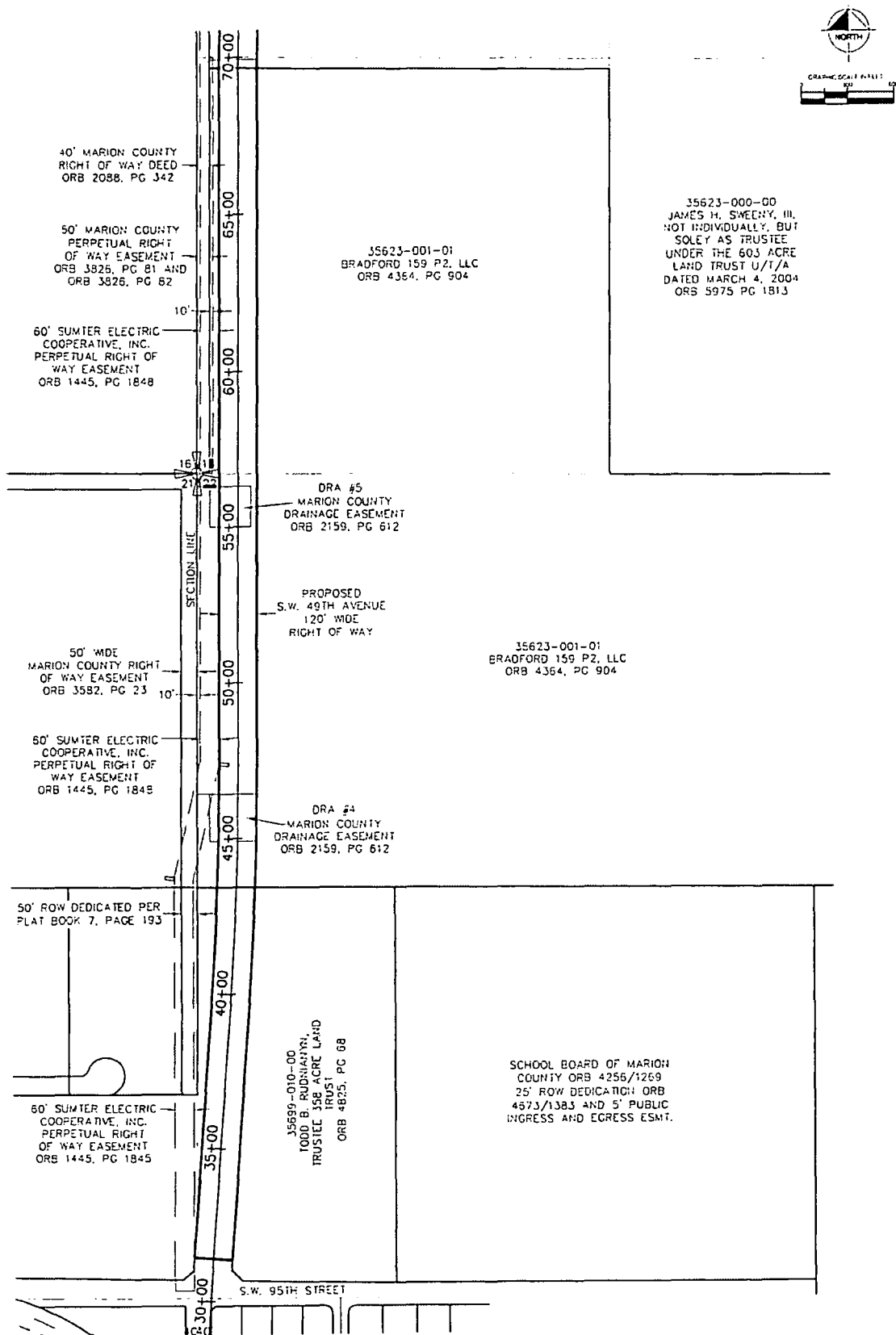


EXHIBIT "AA"
(ROAD ALIGNMENT - 49TH AVENUE)

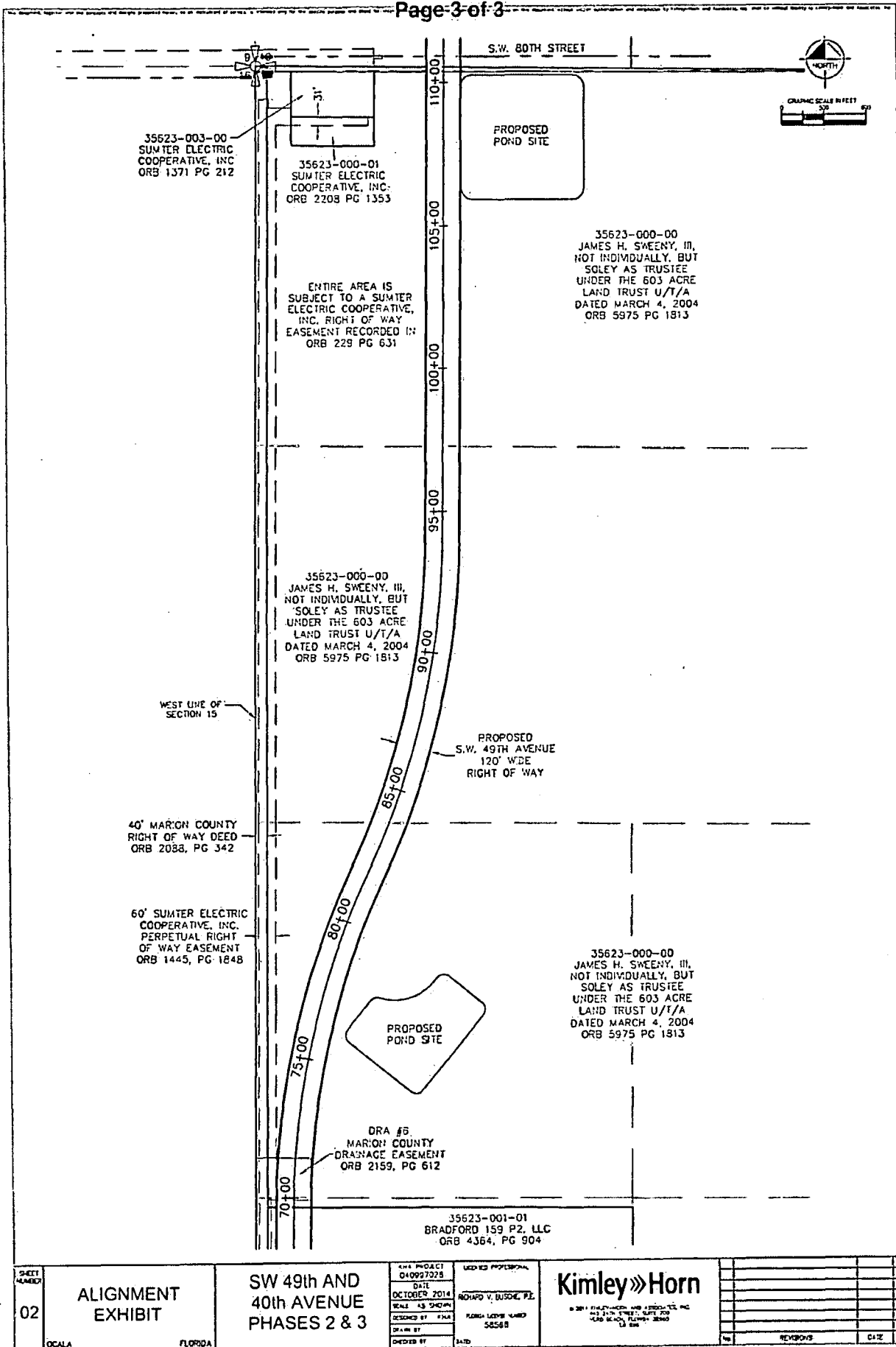
Page 2 of 3



SHEET NUMBER 01	ALIGNMENT EXHIBIT	SW 49th AND 40th AVENUE PHASES 2 & 3	PROJECT 040997028 DATE DECEMBER 2014 SCALE AS SHOWN DESIGNED BY JAH CHECKED BY DATE	LICENSED PROFESSIONAL ROBERT A. BUSH, P.E. FLORIDA LICENSE NUMBER 68568 DATE	Kimley»Horn • 307 • FULTON STREET, SUITE 200 NEW BRANCH, FLORIDA 32860 TEL 888	NO REVISIONS DATE BY
			Ocala FLORIDA			

EXHIBIT "AA"
(ROAD ALIGNMENT - 49TH AVENUE)

Page 3 of 3



SOUTH PUD AGREEMENT
EXHIBIT "B"
(BRADFORD EXECUTIVE PROPERTY)

PARCEL "BRADFORD EXECUTIVE PROPERTY":

BEING A PORTION OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N00°29'38"E, ALONG THE WEST BOUNDARY OF THE SW 1/4 OF SAID SECTION 15, A DISTANCE OF 1294.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST BOUNDARY N.00°29'38"E, 1323.35 FEET; THENCE S89°18'49"E, ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SW 1/4 OF SECTION 15, A DISTANCE OF 347.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 112°42'42", AND A CHORD BEARING AND DISTANCE OF S32°57'28"E 41.62 FEET; THENCE SOUTHEASTERLY 49.18 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF CUSP WITH A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2804.79, A CENTRAL ANGLE OF 1°38'37", AND A CHORD BEARING AND DISTANCE OF N22°34'35"E 80.45 FEET; THENCE NORTHEASTERLY 80.46 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON THE AFORESAID NORTH BOUNDARY OF THE SW 1/4 OF SECTION 15; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE AND ALONG SAID NORTH BOUNDARY, S89°18'49"E, 128.21 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2924.79 FEET, A CENTRAL ANGLE OF 1°10'16", AND A CHORD BEARING AND DISTANCE OF S21°26'14"W 59.78 FEET; THENCE SOUTHWESTERLY 59.78 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF CUSP WITH A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 68°39'49", AND A CHORD BEARING AND DISTANCE OF N56°21'17"E 28.20 FEET; THENCE NORTHEASTERLY 29.96 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY, SAID POINT BEING 40.00 FEET SOUTH OF THE AFORESAID NORTH BOUNDARY OF THE SW 1/4 OF SECTION 15; THENCE S89°18'49"E, ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF THE SAID NORTH BOUNDARY OF THE SW 1/4 OF SECTION 15, A DISTANCE OF 2099.45 FEET; THENCE S00°22'57"W, ALONG THE EAST BOUNDARY OF SAID SW 1/4 OF SECTION 15, A DISTANCE OF 2612.05 FEET TO THE SE CORNER OF SAID SW 1/4 OF SECTION 15; THENCE N89°26'39"W, ALONG THE SOUTH BOUNDARY OF SAID SW 1/4 OF SECTION 15, A DISTANCE OF 1317.76 FEET; THENCE N00°26'18"E, 1294.70 FEET; THENCE N89°26'39"W, 1316.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 119.02 ACRES, MORE OR LESS.

Y:\shg\FILES\Fischer, Steven - Bradford Farms - Gen Matters #10-2286\Bradford Farms Final Docs.
2014\Dev. Agt. South PUD\Exhibits\EXHIBIT B - INSERT FOR SOUTH PUD AGR.docx

EXHIBIT "C-1"
COPY - ROLLING HILLS AGREEMENT

BRADFORD 159 P2, LLC
300 South Pine Avenue Road, #110
Plantation, FL 33324

March 4, 2008

Mr. Edward Gadinsky
Rolling Hills of Ocala, Ltd
c/o Gadco Real Estate Company, Inc.
325 South Biscayne Blvd., Suite 1724
Miami, FL 33131

RE: Confirmation of Access Agreement
Marion County Tax Parcel No.: 35623-001-01 ("*Bradford Parcel*")
Marion County Tax Parcel No.: 35627-000-00 ("*RHO Parcel*")

Dear Mr. Gadinsky:

This letter, when counter-signed by both of us, will constitute an agreement between this Company ("*Bradford*") and Rolling Hills of Ocala, Ltd. ("*RHO*") regarding certain access matters with respect to the RHO Parcel. Our agreement is as follows:

1. Bradford is the owner of the Bradford Parcel, and RHO is the owner of the RHO Parcel. The southern boundary of the RHO Parcel is contiguous to a portion of the northern and westerly boundaries of the Bradford Parcel.
2. Bradford is currently in the process of procuring from Marion County an amendment to the land use designation of the Bradford Parcel on the Future Land Use Map of the Marion County Comprehensive Plan. That application is now pending before Marion County under Case No. 08-L26, which is a continuation of prior Application No. 06-L45. Bradford and a related party have, through mediation with Marion County, tentatively procured an approval from the Marion County Commission for approval of Amendment No. 08-L26 (former No. 06-L45) and Amendment No. 08-L27 (former Amendment No. 06-L43) (collectively the "*Mediated Project*").
3. The Mediated Project, which will be considered by the Marion County Commission at a Transmittal Hearing for transmittal to the Florida Department of Community Affairs ("*DCA*") includes an agreement by Bradford to convey to the County, for eventual construction of a public county roadway (SW 90th Street) a forty (40) foot parcel of right-of-way along that portion of the northern boundary of the Bradford Parcel continuous to the southern boundary of the RHO Parcel. That right-of-way would be the

EXHIBIT "C-1"
COPY - ROLLING HILLS AGREEMENT

Mr. Edward Gadinsky

RE: Confirmation of Access Agreement

March 4, 2008..... Page 2

southern half of an eighty (80) foot right-of-way the County will require for the construction of SW 90th Street. You have provided us with a plan for development for the RHO Parcel which shows your dedication of a corresponding forty (40) foot parcel along the southern boundary of the RHO Parcel.

4. There is a small segment of the future right-of-way of SW 90th Street located to the east of the southeastern corner of your parcel which is completely owned by Bradford. This strip of property (eighty feet in width) would extend the right-of-way of future SW 90th Street to connect to the right-of-way of another future roadway (SW 49th Avenue), which will be constructed by Bradford and another party as a part of the Mediated Project. The locations of our respective Parcels, these right-of-way parcels, and the future roadways are shown on a Parcel Sketch on attached Exhibit "A".
5. Bradford agrees that it will convey to Marion County the segments of the right-of-way of future SW 90th Street along the northerly boundary of the Bradford Parcel, and the SW 90th Street right-of-way located to the east of the southeastern corner of your parcel, as shown on Exhibit "A". This conveyance to the County would be simultaneous with, and conditioned upon, your simultaneous conveyance of the forty (40) foot strip of the right-of-way of future SW 90th Street located along the southern boundary of the RHO Parcel.
6. We will convey this right-of-way to Marion County upon the request of Marion County or, alternatively, upon the request of RHO. If the County increases the right-of-way width to greater than eighty(80) feet, we will each contribute (as to the right-of-way between our Parcels) one-half (½) of the right-of-way. If the width increases for the right-of-way owned solely by us we would contribute all the additional right-of-way.
7. When a Party initiates permitting and construction of their project which requires the construction of the segment of SW 90th Street from SW 49th Avenue west to the projected entrance to the RHO Parcel, the Party initiating the permitting and construction first ("*Initiating Party*") will: (1) provide written notice to the other Party, not less than thirty (30) days prior to submittal of any permit application; and (2) with due diligence procure all necessary permits and construct the segment of SW 90th Street, including extension of utilities required by the County, in accordance with plans and specifications approved by the County. Upon completion of construction and acceptance as complete by the County the Initiating Party shall provide to the other Party an itemization of all out-of-pocket costs incurred, including appropriate

EXHIBIT "C-1"
COPY - ROLLING HILLS AGREEMENT

Mr. Edward Gadinsky

RE: Confirmation of Access Agreement

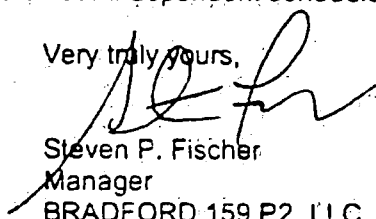
March 4, 2008..... Page 3

documentation of costs incurred (copies of construction bids, construction contracts, invoices, etc.) and a certification of costs incurred certified to both Parties by a licensed professional engineer. The non-Initiating Party agrees to reimburse the Initiating Party for fifty percent (50%) of the incurred costs within sixty (60) days of the date the itemization of costs and supporting documentation is provided to the non-Initiating Party. The Party which constructs the segment of SW 90th Street shall be entitled to any transportation impact fee credits awarded by the County for construction costs incurred, if not reimbursed by the other Party for fifty percent (50%) of the costs—if reimbursed the Parties would each receive fifty percent (50%) of awarded credits.

8. Either Party shall be authorized to provide a copy of this Letter Agreement to Marion County within twenty (20) days of the date of this Agreement the Parties will execute a Memorandum of Agreement for recording in the Marion County Public Records which will: (1) encumber all of the right-of-way parcels described herein together, and an additional ten (10) feet of property adjacent to the ROW boundaries; and (2) provide record notice of the existence of this Letter Agreement.

Please countersign this letter to confirm your agreement with this proposal and to confirm, in writing, our respective agreements to convey to Marion County the segments of the right-of-way for future SW 90th Street. We believe that the procedures and timing for the conveyances set forth above would allow both of us to proceed with entitlement and development of our respective parcels on our independent schedules.

Very truly yours,



Steven P. Fischer
Manager

BRADFORD 159 P2, LLC

Encl.: Parcel Sketch ("Exhibit A")

EXHIBIT "C-1"
COPY - ROLLING HILLS AGREEMENT

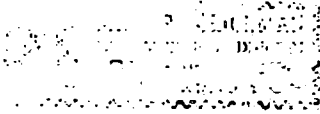
Mr. Edward Gadinsky
RE: Confirmation of Access Agreement
March 4, 2008..... Page 4

STATE OF FLORIDA
COUNTY OF Broward

The foregoing Access Agreement was acknowledged before me by STEVEN P. FISCHER, as
MANAGER of BRADFORD 159 P2, LLC, a Florida Limited Liability Company, who is:

☒ Personally known by me, OR
☐ Produced a driver's license as identification.

Dated: this 8 day of ^{May}~~March~~, 2008.



Barbara A. Gluckman
Print Name: BARBARA GLUCKMAN
Notary Public, State of Florida
Commission number 00368401
Commission expires 1/20/2009

Agreed and Accepted:

Rolling Hills of Ocala, Ltd.

By: [Signature]
Edward Gadinsky
Title: General Partner
Date: 5/8/08

STATE OF FLORIDA
COUNTY OF Broward

The foregoing Access Agreement was acknowledged before me by EDWARD GADINSKY, as the
GENERAL PARTNER of ROLLING HILLS OF OCALA, LTD., a Florida Limited Partnership, who is:

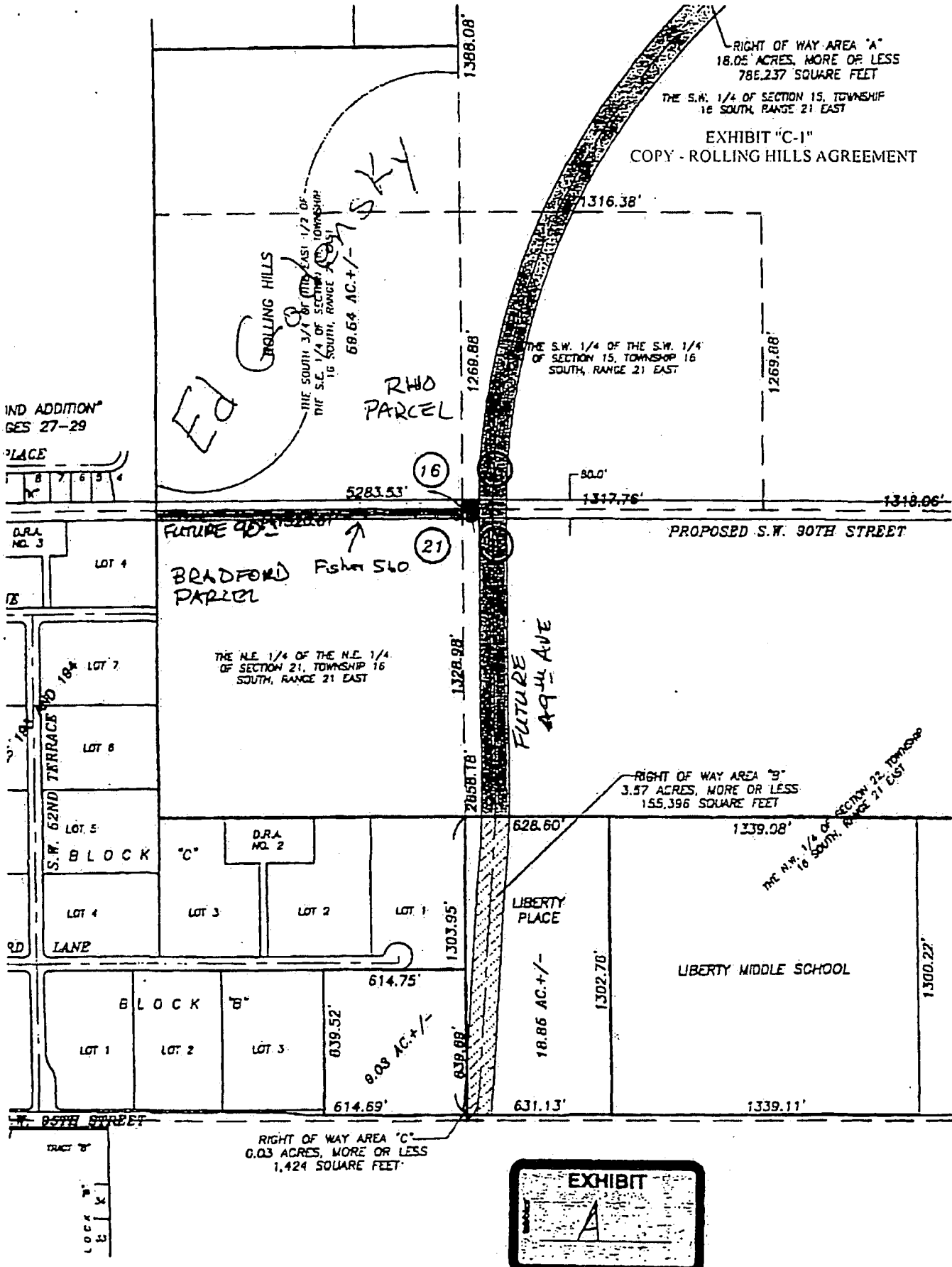
☐ Personally known by me, OR
☒ Produced a driver's license as identification.

Dated: this 8 day of ^{May}~~March~~, 2008.



Barbara A. Gluckman
Print Name: BARBARA GLUCKMAN
Notary Public, State of Florida
Commission number 00368401
Commission expires 1/20/2009

Y:\shg\FILES\Rudniansyn - Freedom Crossings #07-2330\Gadinsky-Rolling Hills Access\gadinsky letter agreement 3-4-08-3.wpd



SOUTH PUD AGREEMENT EXHIBITS

EXHIBIT "D"

CONVEYANCE STANDARDS

All conveyances of title to real property and grants of easements or licenses which are required under the terms of this Agreement shall be made in accordance with the following Conveyance Standards:

1. If the conveying Party is an Owner or another private entity, title to real property shall be conveyed by General Warranty Deed. If the conveying party is the County, title shall be conveyed by the standard Warranty Deed forms currently used by County.
2. Unless otherwise specifically provided in this Agreement, title to parcels of real property shall be conveyed free and clear of all liens or encumbrances other than utility easements in favor of governmental entities or licensed public utilities, which shall be Permitted Exceptions with respect to the conveyances.
3. Owner shall have prepared, at its expense, a survey and legal description of each parcel to be conveyed or easement or license to be granted, sealed and signed by a licensed Florida surveyor and certified to the grantor and the grantee in Sweeny.
4. As to all conveyances or grants of easements or licenses Owner shall, at its expense, provide a commercial title insurance commitment and policy with respect to the conveyance, in accordance with the following provisions:
 - 4.1 The title insurance underwriter shall be either First American Title Insurance Company, Fidelity National Title Insurance Company, Attorneys' Title Insurance Fund, Inc., or their subsidiaries, or such other commercial underwriter as is mutually agreeable to the grantor and grantee in the conveyance.
 - 4.2 Title insurance policies shall provide insurance coverage with respect to the conveyances in an amount equal to an agreed insurance (not fair market) value of \$5,000.00 per acre of real property conveyed. As to all other conveyances, notwithstanding the size of the parcel (or parcels) the title insurance policy shall provide insurance coverage in the amount of \$100,000.00.
 - 4.3 The conveying Party shall provide all necessary Closing documents and satisfy other requirements necessary for deletion of the Standard Exceptions in the final title insurance policy, and comply with all other title commitment requirements for the conveyance to be insured.
 - 4.4 If a grantee desires any permitted Endorsement to the Policy the grantee shall notify the grantor in advance of the Closing, and the grantee shall be responsible for all costs incurred for issuance of an Endorsement.
5. On all conveyances of right-of-way by Owner to County the Owner shall be responsible for payment of any applicable documentary stamp taxes, cost of recording the instrument of conveyance, and the cost of recording any documents required to satisfy title insurance requirements.
6. With respect to any grant of easement or grant of license provided under the terms of this Agreement the same cost allocations and title insurance requirements applicable to conveyances of fee title to real property shall apply. The form and content of any grant of an easement or license shall be subject to the reasonable approval of the grantor and grantee, which approval shall not be withheld.

Page 1 of 1

Y:\SHG\FILES\FISCHER, STEVEN - BRADFORD FARMS - GEN MATTERS #10-2286\BRADFORD FARMS FINAL DOCS.
2013\AMENDED DEV. AGT. SOUTHERN PUDIAGR COMMENCING 10-25-13\EXHIBIT D (SOUTHERN) CONVEYANCE
STANDARDS.DOCX

SOUTH PUD AGREEMENT
EXHIBIT "E"
(Legal – North PUD)

PARCEL "NORTH PUD":

BEING A PORTION OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N.00°29'38"E., ALONG THE WEST BOUNDARY OF THE SW 1/4 OF SAID SECTION 15, A DISTANCE OF 2618.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST BOUNDARY N.00°29'38"E. 40.00 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 15; THENCE N.00°27'05"E., ALONG THE WEST BOUNDARY OF THE NW 1/4 OF SAID SECTION 15, A DISTANCE OF 2636.68 FEET TO THE SOUTH RIGHT OF WAY LINE OF SW 80TH STREET; THENCE S.89°13'47"E., ALONG SAID RIGHT OF WAY LINE, 122.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, S.00°27'08"W. 260.02 FEET; THENCE S.89°15'36"E. 289.92 FEET; THENCE N.00°28'35"E. 259.86 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF SW 80TH STREET; THENCE S.89°42'19"E., ALONG SAID RIGHT OF WAY LINE, 2214.68 FEET TO THE EAST BOUNDARY OF THE AFORESAID NW 1/4 OF SECTION 15; THENCE S.00°22'57"W., ALONG SAID EAST BOUNDARY, 1325.62 FEET TO THE NORTH BOUNDARY OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 15; THENCE S.89°16'20"E., ALONG SAID NORTH BOUNDARY, 1315.07 FEET TO THE EAST BOUNDARY OF SAID SW 1/4 OF THE NE 1/4 OF SECTION 15; THENCE S.00°20'33"W., ALONG SAID EAST BOUNDARY, 1324.67 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SE 1/4 OF SAID SECTION 15; THENCE S.00°20'34"W., ALONG THE WEST BOUNDARY OF SAID EAST 1/2 OF THE SE 1/4 OF SECTION 15, A DISTANCE OF 2649.43 FEET TO THE SOUTH BOUNDARY OF THE SE 1/4 OF SAID SECTION 15; THENCE N.89°25'41"W., ALONG SAID SOUTH BOUNDARY, 1317.81 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 15; THENCE N.00°22'57"E, ALONG THE EAST BOUNDARY OF THE SW 1/4 OF SAID SECTION 15, A DISTANCE OF 2612.05 FEET TO A POINT 40.00 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SW 1/4 OF SECTION 15; THENCE N.89°18'49"W, ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF THE AFORESAID NORTH BOUNDARY OF THE SW 1/4 OF SECTION 15, A DISTANCE OF 2099.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 68°39'49", AND A CHORD BEARING AND DISTANCE OF S56°21'17"W 28.20 FEET; THENCE SOUTHWESTERLY 29.96 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF CUSP WITH A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2924.79 FEET, A CENTRAL ANGLE OF 1°10'16", AND A CHORD BEARING AND DISTANCE OF N21°26'14"E 59.78 FEET; THENCE NORTHEASTERLY 59.78 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON THE AFORESAID NORTH BOUNDARY OF THE SW 1/4 OF SECTION 15; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE, N.89°18'49"W, ALONG SAID NORTH BOUNDARY, 128.21 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2804.79 FEET, A CENTRAL ANGLE OF 1°38'37", AND A CHORD BEARING AND DISTANCE OF S22°34'35"W 80.45 FEET; THENCE SOUTHWESTERLY 80.46 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF CUSP WITH A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 112°42'42", AND A CHORD BEARING AND DISTANCE OF N32°57'28"W 41.62 FEET; THENCE NORTHWESTERLY 49.18 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY, SAID POINT BEING 40.00 FEET SOUTH OF THE AFORESAID NORTH BOUNDARY OF THE SW 1/4 OF SECTION 15; THENCE N.89°18'49"W, , ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF SAID NORTH BOUNDARY OF THE SW 1/4 OF SECTION 15, A DISTANCE OF 347.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 280.20 ACRES, MORE OR LESS.

SOUTH PUD AGREEMENT EXHIBITS

EXHIBIT "F"

Legal - Sweeney Commercial ROW Parcel

COMMENCING AT A CONCRETE MONUMENT MARKING THE NW CORNER OF SECTION 22, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.89°28'39"E. ALONG THE NORTH BOUNDARY OF SAID SECTION 22, A DISTANCE OF 69.81 FEET; THENCE S.00°29'47"W 78.58 FEET; THENCE N.89°30'13"W. 16.00; THENCE S.00°29'47"W. 14.00 FEET; THENCE S.89°30'13"E. 16.00 FEET; THENCE S.00°29'47"W 844.93 FEET TO A POINT OF CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 11399.20 FEET; THENCE SOUTHERLY 393.54 FEET ALONG SAID CURVE AND THE ARC THEREOF HAVING A CENTRAL ANGLE OF 01°58'41" AND A CHORD BEARING AND DISTANCE OF S.01°29'08"E. 393.52 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE NW 1/4 OF SAID SECTION 22, FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID CURVE S.89°33'08"E. 120.07 FEET TO A NON-TANGENT CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 11519.20 FEET; THENCE SOUTHERLY 365.06 FEET ALONG SAID CURVE AND THE ARC THEREOF HAVING A CENTRAL ANGLE OF 01°48'57" AND A CHORD BEARING AND DISTANCE OF S.03°21'41"W. 365.04 FEET TO A POINT OF TANGENCY; THENCE S.04°16'09"W. 840.52 FEET TO THE NORTH RIGHT OF WAY LINE OF SW 95TH STREET; THENCE N.85°44'10"W., ALONG SAID RIGHT OF WAY LINE, 120.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE N.04°16'09"E. 840.53 FEET TO A POINT OF CURVE BEING CONCAVE WESTERLY.

AND HAVING A RADIUS OF 11399.20 FEET; THENCE NORTHERLY 357.05 FEET ALONG SAID CURVE AND THE ARC THEREOF HAVING A CENTRAL ANGLE OF 1°47'41" AND A CHORD BEARING AND DISTANCE OF N.03°22'19"E. 357.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.31 ACRES MORE OR LESS

SOUTH PUD AGREEMENT EXHIBITS
EXHIBIT "G"

(Marion County)

Record: \$ _____

This Instrument Prepared by and Return to:
Steven H. Gray
GRAY, ACKERMAN & HAINES, P.A.
125 NE 1st Avenue - Ste. 1
Ocala, Florida 34470

PROPERTY APPRAISER'S PID NOS.: A PORTION OF 35699-010-00

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

RIGHT-OF-WAY DEED

This Indenture, made this ____ day of _____, 2014, between **JAMES H. SWEENEY III, not individually, but solely as Trustee under the 603 Acre Land Trust u/t/a dated March 4, 2004** (as to an undivided one-half interest) and **TODD B. RUDNIANYN, individually and as Trustee** (as to an undivided one-half interest), whose mailing address is 2000 South Bayshore Drive, Villa 51, Miami, FL 33133 (hereinafter "**Grantor**") to the **MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose post office address is: c/o Marion County Transportation Department, 412 SE 25th Avenue, Ocala, Florida 34471 (hereinafter "**Grantee**") (Wherever used herein the terms Grantor and Grantee include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations).

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the said grantee, in fee simple for public right-of-way and related public uses, all that certain land situate in Marion County, Florida, to-wit:

SEE EXHIBIT "A" attached hereto and by this reference made a part hereof.

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

RESERVING TO GRANTOR, until such time as said real property is accepted as public right-of-way and improved as public right-of-way, an easement over, across and upon the same in favor of Grantor and its successors, or assigns as the owners of any portions of the adjacent real property owned by Grantor, for ingress and egress consistent with use of said property described in "Exhibit "A"" as a public right-of-way. When the real property is so accepted and improved as public-right-of-way, Grantor will, upon request of grantee, execute and record an instrument acknowledging the termination of the easement hereby reserved.

SUBJECT TO:

1. Ad valorem and real estate taxes for the calendar year 2014 and all subsequent years.

Y:\shg\FILES\Fischer, Steven - Bradford Farms - Gen Matters #10-2286\Bradford Farms Final Docs. 2014\Dev. Agt. South PUD\Exhibit G - Form-Deed (Sweeny Commercial Parcel ROW) SOUTHERN wpd.wpd

AND, Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, other than as is specifically otherwise stated in this instrument.

GRANTOR REPRESENTS AND WARRANTS THAT THE ABOVE DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR, NOR IS IT CONTIGUOUS TO REAL PROPERTY UPON WHICH THE GRANTOR RESIDES OR WHICH THE GRANTOR CLAIMS AS HIS HOMESTEAD, OR UPON WHICH THIRD PARTIES DEPENDENT ON GRANTOR FOR SUPPORT RESIDES.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, the day and year first above written.

Signed and delivered in our presence as witnesses:

Print Name: _____

Print Name: _____

AS TO GRANTOR:

JAMES H. SWEENEY III not individually, but solely as Trustee under the 603 Acre Land Trust u/l/a dated March 4, 2004 (as to an undivided one-half interest)

By: _____

JAMES H. SWEENEY, III

Its: Trustee

Signed and delivered in our presence as witnesses:

Print Name: _____

Print Name: _____

TODD S. RUNIANYN, individually and as Trustee (as to an undivided one-half interest)

STATE OF FLORIDA

COUNTY OF _____

The foregoing RIGHT-OF WAY DEED was acknowledged before me by JAMES H. SWEENEY III, not individually, but solely as Trustee under the 603 Acre Land Trust u/l/a dated March 4, 2004 (as to an undivided one-half interest), who is:

____ Personally known by me, OR
____ Produced _____ as identification.

Dated: this ____ day of _____, 2014.

Print Name: _____
Notary Public, State of FLORIDA
Commission number _____
Commission expires _____

Y:\shg\FILES\Fischer, Steven - Bradford Farms - Gen Matters #10-2286\Bradford Farms Final Docs. 2014\Dev. Agt. South PUD\Exhibit G - Form-Deed (Sweeney Commercial Parcel ROW) SOUTHERN wpd.wpd

STATE OF _____
COUNTY OF _____

The foregoing RIGHT-OF WAY DEED was acknowledged before me by TODD S. RUNIANYN, individually and as Trustee (as to an undivided one-half interest), who is:

____ Personally known by me, OR
____ Produced _____ as identification.

Dated: this _____ day of _____, 2014.

Print Name: _____
Notary Public, State of _____
Commission number _____
Commission expires _____

SOUTH PUD AGREEMENT EXHIBITS

EXHIBIT "H"

(Bradford 159 - 49th Avenue ROW)

(Marion County)

Record: S _____

This Instrument Prepared by and Return to:
Steven H. Gray
GRAY, ACKERMAN & HAINES, P.A.
125 NE 1st Avenue - Ste. 1
Ocala, Florida 34470

PROPERTY APPRAISER'S PID NOS.: A PORTION OF 35623-001-01

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

RIGHT-OF-WAY DEED

This Indenture, made this ____ day of _____, 2014, between **BRADFORD 159 P2, LLC, a Florida limited liability company**, whose mailing address is 2000 South Bayshore Drive, Villa 51, Miami, FL 33133 (hereinafter "*Grantor*") to **MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose post office address is: c/o Marion County Transportation Department, 412 SE 25th Avenue, Ocala, Florida 34471 (hereinafter "*Grantee*") (Wherever used herein the terms Grantor and Grantee include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations).

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the said grantee, in fee simple for public right-of-way and related public uses, all that certain land situate in Marion County, Florida, to-wit:

SEE EXHIBIT "A" attached hereto and by this reference made a part hereof.

TOGETHER with a temporary construction easement on all property owned by the Grantor and lying within 30 feet of the real property described in Exhibit "A" to allow excavation, grading, and other construction activities upon the property described in Exhibit "A" for the purpose of grading, sloping, and tying in existing adjoining property to the grade of new construction within the real property described in Exhibit "A", as well as to facilitate the construction of road improvements and utilities within the real property described in Exhibit "A". The temporary easement granted herein shall commence upon the date Grantee commences construction of SW 49th Avenue within the real property described in Exhibit "A", and terminate upon the completion of such construction. Notwithstanding the foregoing, should construction not be completed within five (5) years of the recording of this Deed the temporary construction easement shall terminate and be of no further force and effect.

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

RESERVING TO GRANTOR, until such time as said real property is accepted as public right-of-way and improved as public right-of-way, an easement over, across and upon the same in favor of Grantor and its successors, or assigns as the owners of any portions of the adjacent real property owned by Grantor, for ingress and egress consistent with use of said property described in "Exhibit "A"" as a public right-of-way.

Y:\shg\FILES\Fischer, Steven - Bradford Farms - Gen Matters #10-2286\Bradford Farms Final Docs. 2014\Dev. Agt. South PUD\Exhibits\Exhibit H - Deed (Bradford 159 SW 49th Avenue ROW).wpd

When the real property is so accepted and improved as public-right-of-way, Grantor will, upon request of grantee, execute and record an instrument acknowledging the termination of the easement hereby reserved.

SUBJECT TO ad valorem and real estate taxes for the calendar year 2014 and all subsequent years; and

AND, Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, other than as is specifically otherwise stated in this instrument.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, the day and year first above written.

Signed and delivered in the presence as witnesses:

Witness #1:

Signature

Print Witness #1 Name

Witness #2:

Signature

Print Witness #2 Name

AS TO GRANTOR:

BRADFORD 159 P2, LLC, a Florida limited liability company

By: BRADFORD EXECUTIVE HOLDINGS, LLC, a Florida limited liability company

Its: Manager

By: ZFM Executive Investments, LLC, a Florida limited liability company

Its: Manager

By: S & S Fischer Holdings Limited Partnership, a Florida limited partnership

Its: Manager

By: S & S Fischer Holdings, LLC, a Florida limited liability company

Its: General Partner

**By: _____
Steven P. Fischer**

Its: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing RIGHT-OF-WAY DEED WITH RIGHT OF REVERTER was acknowledged before me by **STEVEN P. FISCHER**, as Manager of **S & S FISCHER HOLDINGS LIMITED PARTNERSHIP**, a Florida limited partnership, as General Partner of **S & S FISCHER HOLDINGS LIMITED PARTNERSHIP**, a Florida limited partnership, as Manager of **ZFM EXECUTIVE INVESTMENTS, LLC**, a Florida limited liability company, Manager of **BRADFORD EXECUTIVE HOLDINGS, LLC**, a Florida limited liability company, as Manager of **BRADFORD 159 P2, LLC**, a Florida limited liability company, who is:

____ Personally known by me, OR
____ Produced _____ as identification.

Dated: this _____ day of _____, 2014.

Print Name: _____
Notary Public, State of FLORIDA
Commission number _____
Commission expires _____

Y:\shg\FILES\Fischer, Steven - Bradford Farms - Gen. Matters #10-2286\Bradford Farms Final Docs. 2014\Dev. Agt. South PUD\Exhibits\Exhibit H - Deed (Bradford 159 SW 49th Avenue ROW).wpd

SOUTH PUD AGREEMENT
EXHIBIT "J"
(Legal – Park Parcel)

PARCEL "PARK PARCEL":

BEING A PORTION OF SECTION 22, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S00°29'02"W, ALONG THE WEST BOUNDARY OF SAID SECTION 22, A DISTANCE OF 1329.10 FEET TO A CONCRETE MONUMENT LABELED "PRM" REFERENCING THE BOUNDARY OF BRADFORD FARMS UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGES 193 AND 194, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT BEING ALSO THE SW CORNER OF THE NORTH 1/2 OF THE NW 1/4 OF SAID SECTION 22; THENCE S89°33'08"E, ALONG THE SOUTH BOUNDARY OF SAID NORTH 1/2 OF NW 1/4 OF SECTION 22, A DISTANCE OF 312.18 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ALSO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 41°01'30", AND A CHORD BEARING AND DISTANCE OF N69°56'08"E 175.21 FEET; THENCE NORTHEASTERLY 179.00 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE N49°25'23"E, 271.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 40°34'37", AND A CHORD BEARING AND DISTANCE OF N69°42'41"E 138.70 FEET; THENCE NORTHEASTERLY 141.64 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE N90°00'00"E, 1245.19 FEET; THENCE S00°00'00"E, 298.63 FEET TO A POINT ON THE AFORESAID SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NW 1/4 OF SECTION 22; THENCE N89°33'08"W, ALONG SAID SOUTH BOUNDARY, 1746.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.00 ACRES, MORE OR LESS.

SOUTH PUD AGREEMENT EXHIBITS

EXHIBIT "K"

(Park Parcel)

RECORD \$ _____

PREPARED BY and RETURN TO:

Steven H. Gray
GRAY, ACKERMAN & HAINES, P.A.
125 NE 1st Avenue, Suite 1
Ocala, FL 34470

PROPERTY APPRAISER'S PID NO: Portion of Parcel #35623-001-01

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

WARRANTY DEED

(Statutory Form- Section 689.02, F.S.)

This Indenture, made this _____ day of _____, 2014, between **BRADFORD 159 P2, LLC**, a Florida limited liability company, whose post office address is 2500 Weston Road, #311, Weston, FL 33331 (hereinafter "**Grantor**"), and **MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose post office address is: c/o Marion County Transportation Department, 412 SE 25th Avenue, Ocala, Florida 34471 (hereinafter "**Grantee**").

WITNESSETH:

THAT SAID GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situated, lying and being in Marion County, Florida, to-wit:

PROPERTY DESCRIBED ON ATTACHED EXHIBIT "A".

SUBJECT TO:

1. Ad valorem and real estate taxes for the calendar year 2014 and all subsequent years..
2. Easements, Restrictions and Reservations of Record, if any, but the same are not created or reimposed by the reference.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context required.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Y:\shg\FILES\Fischer, Steven - Bradford Farms - Gen Matters #10-2286\Bradford Farms Final Docs. 2014\Dev. Agt. South PUD\Exhibit K (Southern) - Warranty Deed (Park Site Parcel).wpd

Signed and delivered in our presence as witnesses:

Print Name: _____

Print Name: _____

AS TO GRANTOR:

BRADFORD 159 P2, LLC, a Florida limited liability company

By: BRADFORD EXECUTIVE HOLDINGS, LLC, a Florida limited liability company

Its: Manager

By: ZFM Executive Investments, LLC, a Florida limited liability company

Its: Manager

By: S & S Fischer Holdings Limited Partnership, a Florida limited partnership

Its: Manager

By: S & S Fischer Holdings, LLC, a Florida limited liability company

Its: General Partner

By: _____

Steven P. Fischer

Its: Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing WARRANTY DEED was acknowledged before me by STEVEN P. FISCHER, as Manager of S & S FISCHER HOLDINGS LIMITED PARTNERSHIP, a Florida limited partnership, as General Partner of S & S FISCHER HOLDINGS LIMITED PARTNERSHIP, a Florida limited partnership, as Manager of ZFM EXECUTIVE INVESTMENTS, LLC, a Florida limited liability company, Manager of BRADFORD EXECUTIVE HOLDINGS, LLC, a Florida limited liability company, as Manager of BRADFORD 159 P2, LLC, a Florida limited liability company, who is:

____ Personally known by me, OR
____ Produced _____ as identification.

Dated: this _____ day of _____ 2014.

Print Name: _____
Notary Public, State of FLORIDA
Commission number _____
Commission expires _____

Y:\shg\FILES\Fischer, Steven - Bradford Farms - Gen Matters #10-2285\Bradford Farms Final Docs. 2014\Dev. Agt. South PUD\Exhibit K (Southern) - Warranty Deed (Park Site Parcel).wpd

EXHIBIT "L"
(EMS PARCEL)

SEE NOTE ON SCHEDULE OF EXHIBITS, EXHIBIT TO BE INCLUDED IN EXHIBIT "X" TO BE ATTACHED TO THIS AGREEMENT UPON COMPLETION, REVIEW AND WRITTEN APPROVAL OF SOUTH PUD OWNERS AND COUNTY.

Y:\shg\FILES\Fischer, Steven - Bradford Farms - Gen Matters #10-2286\Bradford Farms Final Docs.
2014\Dev. Agt. South PUD\Exhibits\EXHIBIT L - INSERT FOR SOUTH PUD AGR.docx

SOUTH PUD AGREEMENT EXHIBITS
EXHIBIT "M"
(EMS PARCEL)

RECORD \$ _____

PREPARED BY and RETURN TO:

Steven H. Gray
GRAY, ACKERMAN & HAINES, P.A.
125 NE 1st Avenue, Suite 1
Ocala, FL 34470

PROPERTY APPRAISER'S PID NO: **A PORTION OF 35623-001-01**

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

WARRANTY DEED
(Statutory Form- Section 689.02, F.S.)

This Indenture, made this _____ day of _____, 2014, between **BRADFORD 159 P2, LLC**, a Florida limited liability company, whose post office address is 2500 Weston Road, #311, Weston, FL 33331 (hereinafter "**Grantor**"), and **MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose post office address is: c/o Marion County Transportation Department, 412 SE 25th Avenue, Ocala, Florida 34471 (hereinafter "**Grantee**").

W I T N E S S E T H:

THAT SAID GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situated, lying and being in Marion County, Florida, to-wit:

PROPERTY DESCRIBED ON ATTACHED EXHIBIT "A".

SUBJECT TO:

1. Ad valorem and real estate taxes for the calendar year 2014 and all subsequent years..
2. Easements, Restrictions and Reservations of Record, if any, but the same are not created or reimposed by the reference.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context required.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Y:\shg\FILES\Fischer, Steven - Bradford Farms - Gen Matters #10-2286\Bradford Farms Final Docs. 2014\Dev. Agt. South PUD\Exhibits\Exhibit M - (Southern) Warranty Deed - EMS Parcel wpd.wpd

Signed and delivered in our presence as witnesses:

Print Name: _____

Print Name: _____

AS TO GRANTOR:

BRADFORD 159 P2, LLC, a Florida limited liability company

By: BRADFORD EXECUTIVE HOLDINGS, LLC, a Florida limited liability company

Its: Manager

By: ZFM Executive Investments, LLC, a Florida limited liability company

Its: Manager

By: S & S Fischer Holdings Limited Partnership, a Florida limited partnership

Its: Manager

By: S & S Fischer Holdings, LLC, a Florida limited liability company

Its: General Partner

By: _____

Steven P. Fischer

Its: Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing WARRANTY DEED was acknowledged before me by **STEVEN P. FISCHER, as Manager of S & S FISCHER HOLDINGS LIMITED PARTNERSHIP, a Florida limited partnership, as General Partner of S & S FISCHER HOLDINGS LIMITED PARTNERSHIP, a Florida limited partnership, as Manager of ZFM EXECUTIVE INVESTMENTS, LLC, a Florida limited liability company, Manager of BRADFORD EXECUTIVE HOLDINGS, LLC, a Florida limited liability company, as Manager of BRADFORD 159 P2, LLC, a Florida limited liability company, who is:**

____ Personally known by me, OR
____ Produced _____ as identification.

Dated: this ____ day of _____, 2014.

Print Name: _____
Notary Public, State of FLORIDA
Commission number _____
Commission expires _____

SOUTH PUD AGREEMENT EXHIBITS
EXHIBIT "N"

AGREEMENT TO USE COUNTY STORMWATER FACILITY

THIS AGREEMENT made and entered into this _____ day of _____, 201____, by and between Marion County, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, Florida, 34471. (hereinafter referred to as "County") and _____, whose address is _____, (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Marion County Resolution 10-R-271 allows Applicants in some circumstances to utilize a County stormwater facility; and,

WHEREAS, the Applicant has submitted documentation, including signed/sealed calculations and improvement plans that have been reviewed and approved following the development review procedures in the Marion County Land Development Code reflecting:

1. The stormwater runoff volume per cubic foot required for development of the Applicant's site to be disposed of in the County stormwater facility. Said volume is (a) _____ cubic feet. Total required design volume for the County stormwater facility is (b) _____ cubic feet. Pro rata share is _____ (volume (a) divided by volume (b)).
2. The land value of the County stormwater facility being utilized by the Applicant. Said value is \$ _____ per cubic foot. Pro rata share value is \$ _____.
3. The value of construction and routine maintenance, consistent with County practices as periodically amended, for the County stormwater facility being utilized by the Applicant. Said value is \$0.18 per cubic foot. Pro rata share value is \$ _____.
4. The County stormwater facility has sufficient capacity to store the Applicant's stormwater runoff and the stormwater runoff from the entire watershed contributing stormwater runoff to stormwater facility.
5. Applicant's plans to enlarge or expand the County stormwater facility to provide the required volume and the creation of any excess volume, if applicable. Said enlarged or expanded volume is _____ cubic feet and said excess volume is _____ cubic feet, if applicable.
6. Applicant's construction cost to enlarge or expand the County stormwater facility to provide the required volume and the creation of any excess volume, if applicable. Said construction cost is \$ _____ per cubic foot, if applicable. Applicant's construction cost to enlarge or expand the County stormwater facility, including agreed to excess volume is \$ _____, if applicable; and,

WHEREAS, the County Engineer has reviewed the Applicant's written calculations and determined the amount of compensation due the County under this agreement; and,

WHEREAS, the Applicant owns the property described on Exhibit "A", attached hereto and by reference made a part hereof, and enters into this agreement for the expressed purpose of utilizing a County stormwater facility, described on Exhibit "B" and setting forth terms and conditions which will govern the use of this stormwater facility; now therefore,

IN CONSIDERATION of the payment of \$10.00 and other good and valuable consideration acknowledged by both parties, the parties do mutually covenant and agree as follows:

1. Compensation. Pursuant to the Applicant's documentation, including calculations, which have been reviewed and approved by the County Engineer, the Applicant shall pay to the County, within thirty (30) days of the date of this agreement, for utilization of the County stormwater facility, as follows:

a. For land value, the sum of \$_____ (above paragraph 2.).

b. For construction and maintenance value, the sum of \$_____ (above paragraph 3.).

2. Credit. The Applicant shall be credited Applicant's construction cost to enlarge or expand the County stormwater facility, including agreed to excess volume, of \$_____ (above paragraph 6.), if applicable. Credit shall not exceed the proposed payment to the County for the construction and maintenance value (above paragraph 1.b.).

3. Successors. All activities of and on said property by the Applicant, Applicant's heirs, successors or assigns, shall be in accordance with the terms and conditions contained herein which shall run with the title to the property described in Exhibit "A".

4. Plans. Any enhancement of, use of, and/or reconstruction of the County stormwater facility shall be in accordance with this agreement and the approved plans of record on file with Marion County. Deviation from the approved plans shall be considered a violation of this agreement and may result in termination or cancellation of this agreement and rights to use the County stormwater facility.

5. Drainage. The Applicant shall be responsible for assuring that no hazardous materials or sewerage effluent from Applicant's property enters the County stormwater facility. Financial responsibility shall be and remain with the Applicant of said property described in Exhibit "A", his successors and assigns, for any hazardous materials or sewerage effluent they have caused or allowed to enter the County stormwater facility.

6. Major Maintenance. The Applicant, his successors and assigns, shall be responsible for a pro rata share of the cost of major maintenance of the stormwater facility, including that resulting from a natural disaster such as a sinkhole or other catastrophic occurrence.

7. Recording. Upon execution of this agreement, Applicant shall provide funds to Marion County for recording of this agreement in the public records. Any conveyance of any interest in the property described on Exhibit "A", after execution of this agreement and prior to recording of the agreement in the public records shall be subject to the terms and conditions of this agreement. The Applicant shall be responsible for the disclosure of the existence of this agreement prior to recording.

8. Amendments. Any amendments to the conditions or provisions contained herein, exclusive of amendments to the county land development code, shall require an amendment to this agreement, by mutual written agreement of the parties and only by such written agreement. There are no understandings or agreements by the parties except as herein expressly stated.

9. Authorization. The undersigned representative of the Applicant hereby represents to the County that he/she is fully authorized by the Applicant to represent the Applicant in agreeing to the terms and conditions of this agreement.

10. Controversy. Any controversy under this Agreement shall be resolved in accordance with the laws of the State of Florida with venue in Marion County, Florida. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs including attorneys' fees, specifically including any appellate or bankruptcy proceedings related thereto.

11. Termination. This agreement may be terminated by the County, with or without cause, upon written notice to the Applicant, in the event the Applicant fails to pay the compensation provided herein and/or fails to pay funds to record this agreement within 30 days of the date of this agreement. This agreement may also be terminated by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year above first written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

DAVID R. ELISPERMANN, CLERK

STAN MCCLAIN, CHAIR

WITNESSES:

APPLICANT:

Print: _____

By: _____

Its: _____

Print Name: _____

Print: _____

By: _____

Its: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF MARION

Before me this ___ day of _____, 201___ personally appeared _____
of APPLICANT, who is personally known to me or has produced his Drivers License as
identification and who executed the foregoing instrument, and who acknowledged that he did so with
full authority of said APPLICANT.

Notary Public

Print Name _____

Commission Number _____

Commission Expires _____

Approved as to Form:

Marion County Attorney

RESOLUTION NO. 10-R-271

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONER OF MARION COUNTY, FLORIDA SETTING FEES FOR USE OF A COUNTY STORMWATER FACILITY; REPEALING PREVIOUSLY ADOPTED RESOLUTIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it has been the policy of the Board of County Commissioners of Marion County, Florida to allow developers in some circumstances to utilize County stormwater facilities; and

WHEREAS, it has come to the Board's attention that stormwater runoff disposal cost were disproportionately high for those developers who did not have access to County stormwater facilities; and

WHEREAS, it is the intent of the Board to correct this imbalance and to provide a degree of financial protection should hazardous wastes or sewage effluent be dumped in a County stormwater facility; and

WHEREAS, the Board previously adopted Resolution No. 99-R-258 on November 9, 1999, now therefore

BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida:

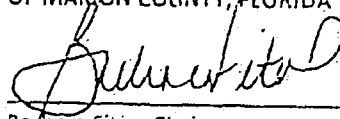
SECTION 1. USE OF COUNTY STORMWATER FACILITIES. All applicants desiring to use a County stormwater facility shall:

1. Be responsible for providing all documentation supporting their request. Documentation shall include calculations and improvement plans based on the Marion County Land Development Code in effect at the time of the applicant's project submittal. The calculations shall be reviewed and approved following the development review procedures in the Marion County Land Development Code. Applicant may also be responsible for providing historical records supporting any values, calculations and assumptions.
2. Pay a pro rata share of the cost of the County stormwater facility which the applicant seeks to use. The pro rata share shall be based on the cubic foot volume required by the applicant as compared to the cubic foot design volume of the County stormwater facility. Payment shall be as follows:
 - a. Payment for Land Acquisition. Applicant shall pay a onetime fee based on actual historical cost paid by the County or other public agency at time of acquisition of the stormwater facility. Should such cost not be readily available, the value shall be based on comparable land value for like properties following standard property appraiser practices.

DULY ADOPTED on this 20th day of July 2010.

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

(SEAL)



Barbara Fitos, Chair

ATTEST:



David R. Ellspermann, Clerk