



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO  
 DATE: 03/18/2019 09:32:37 AM  
 FILE #: 2019026924 OR BK 6931 PGS 1835-1847  
 REC FEES: \$112.00 INDEX FEES: \$0.00  
 DDS: \$0 MDS: \$0 INT: \$0

Prepared by and Return to:  
 Chris Rison  
 Marion County Growth Services  
 2710 East Silver Springs Blvd.  
 Ocala, FL 34470

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**SECOND MODIFICATION OF DEVELOPER'S AGREEMENT  
 [OCALA CROSSINGS SOUTH PUD]**

THIS SECOND MODIFICATION OF DEVELOPER'S AGREEMENT [OCALA CROSSINGS SOUTH PUD] (the "2<sup>nd</sup> Modification") is made and entered into this 7<sup>th</sup> day of March, 2019, by and between:

- BRADFORD EXECUTIVE HOLDINGS, LLC**, a Florida limited liability company, whose address is 2500 Weston Road, Suite 311, Weston, FL 33331 (hereinafter "Owner"); and
- MARION COUNTY**, a Political subdivision of the State of Florida, whose address is 601 SE 25<sup>th</sup> Avenue, Ocala, FL 34471 (hereinafter "Marion County" or "County"), as to both the South PUD Agreement and the North PUD Agreement.

**WITNESSETH:**

**WHEREAS**, Marion County and Owner (the "Parties") previously entered into a Developer's Agreement [Ocala Crossings South PUD] dated December 16, 2014, and recorded in OR Book 6144, at Page 300-364, Public Records of Marion County, Florida (the "Agreement"); and

**WHEREAS**, Marion County and Owner previously entered into a Modification of the Agreement for the Ocala Crossings South PUD (the "South PUD") dated March 20, 2018, and recorded in OR Book 6813 page 681-712 (the "1<sup>st</sup> Modification"); and

**WHEREAS**, Owner previously deeded a ±10 acre park site parcel ("the "park parcel") to the County per the terms of the original Agreement dated December 16, 2014 with the agreement that the County construct a ±10 acre park; and

**WHEREAS**, County is agreeable to return and deed back the ±10 acre park parcel to the Owner at this time in consideration for not being obligated to construct the ±10 acre park parcel and adding 10 acres of amenities or open space throughout the South PUD; and

**WHEREAS**, County and Owner have agreed that it would be in the best interests of the Parties to modify the existing Agreement, as amended, regarding the return of the ±10 acre park parcel to the Owner, wherein this second modification to the Developer's Agreement was submitted by the Owner (the "2<sup>nd</sup> Modification")

**NOW, THEREFORE**, in consideration of mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows, as applicable to the South PUD as described in Exhibit "A" attached hereto, which terms shall be binding upon the Parties and their respective successors and assigns as may be applicable.

1. **Incorporation of Recitals and Exhibits; Definitions.** 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 2<sup>nd</sup> Modification and attached hereto are incorporated into the terms, if any, of this 2<sup>nd</sup> Modification for the South PUD Agreement, as applicable. All capitalized terms not otherwise defined herein shall have the meaning set forth in the applicable Agreement or 1<sup>st</sup> Modification.
  
2. **Modification of Ocala Crossings South PUD Agreement.** County and Owner hereby modify the Ocala Crossings South PUD Agreement as follows:
  - a. Section 6.1 is amended to read as follows: The Park Parcel consisting of ±10 acres of land that was previously conveyed to the County by Owner via Exhibit “B” for a future park will be terminated and cancelled and the County will simultaneously deed the 10 acre parcel back to the Owner per Exhibit “C” attached. The Owner now will incorporate this park parcel into the PUD Master Plan similar to Exhibit “D” wherein an additional ±10 acres of open space/amenities will be added within the boundaries of the Ocala Crossings South PUD project.
  - b. Sections 6.1.1. through 6.1.4. are hereby removed.
  - c. Section 5.2 is amended to read as follows: 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 49<sup>th</sup> Avenue from SW 95<sup>th</sup> Street north to SW 80<sup>th</sup> Street by February 29, 2020 subject to the condition that County has received from Owners, and from the owner of the North PUD Property, conveyances of all 49<sup>th</sup> Avenue ROW located within the North and South PUD Properties.
  - d. Section 12.2 is amended to read as follows: The obligation of County to timely initiate the construction of the 49<sup>th</sup> Avenue and thereafter pursue with due diligence completion of construction of the 49<sup>th</sup> Avenue by February 29, 2020; and
  - e. Reaffirmation. Except as herein modified all of the terms, covenants and conditions of the South PUD Agreement are hereby reaffirmed and ratified by County and Bradford Executive Holdings.

IN WITNESS WHEREOF, the Parties hereto have entered into this Second Modification as of the date first above written.

[SIGNATURE PAGES TO FOLLOW]

**SIGNATURE PAGE FOR BRADFORD EXECUTIVE HOLDINGS, LLC**

\*

**SECOND MODIFICATION TO DEVELOPER'S AGREEMENT  
WITH MARION COUNTY, FLORIDA**

AS TO 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: \_\_\_\_\_

*Steven P. Fischer*  
BY: Steven P. Fischer, Manager  
S & S Fischer Holdings, LLC, a Florida limited liability company,  
its manager  
Weston Corporate Centre  
2500 Weston Road, Suite 311,  
Weston, FL 33331

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

*Broward*

The foregoing Second Modification was acknowledged before me by Steven P. Fischer, who  
is:

Personally known by me, OR

\_\_\_\_\_ Produced \_\_\_\_\_ as identification.

Dated: this 28 day of February, 2019.

Print Name: Daniel Martin  
Notary Public: STATE OF FLORIDA

*[Signature]*



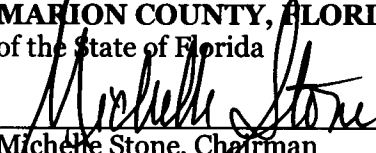
Daniel Alejandro Martin  
Commission #FF964168  
Expires: February 28, 2020  
Bonded thru Aaron Notary

Commission number: FF964168

Commission expires: February 28, 2020

**SIGNATURE PAGE FOR MARION COUNTY, FLORIDA**  
\*  
**SECOND MODIFICATION TO DEVELOPER'S AGREEMENT**  
**WITH BRADFORD EXECUTIVE HOLDINGS, LLC**

MARION COUNTY, FLORIDA, a political division  
of the State of Florida

By:   
Michèle Stone, Chairman  
Marion County Board of County Commissioners

**APPROVED AS TO FORM AND LEGALITY:**

  
**MATTHEW MINTER**  
County Attorney

**ATTEST:**

  
**DAVID R. ELLSPERMANN**  
Clerk of the Circuit Court

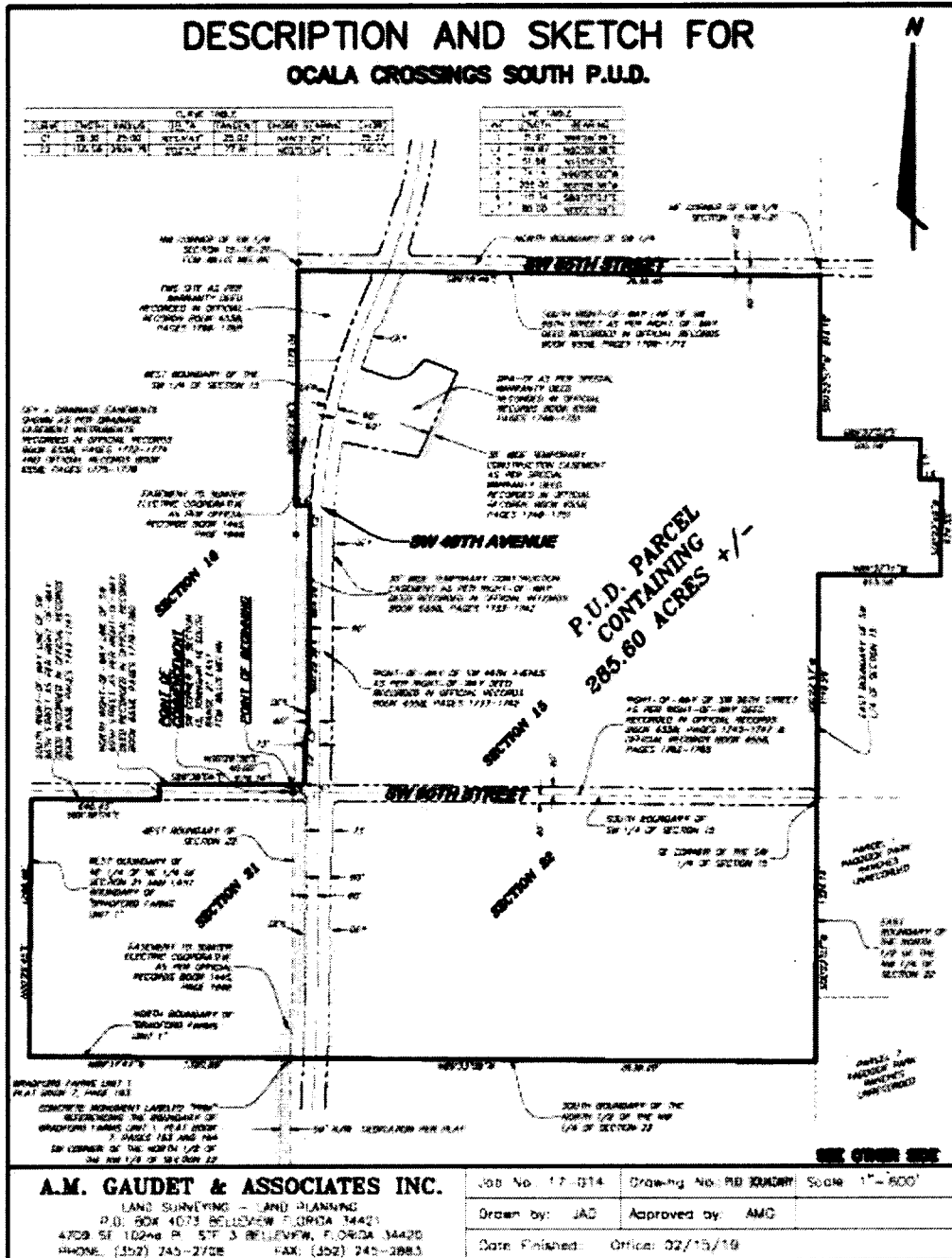
**APPROVED BY THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS ON:**

March 7, 2019.

EXHIBIT "A"

LEGAL DESCRIPTION FOR OCALA CROSSINGS PUD  
(INCLUDES BRADFORD EXECUTIVE HOLDINGS, LLC, PROPERTY AND PRIOR  
CONVEYANCES TO MARION COUNTY, FLORIDA)

BRADFORD EXECUTIVE HOLDINGS, LLC



**LEGEND**

- = FOUND 4" x 4" CONCRETE MONUMENT
- = FOUND 3/8" IRON ROD
- ⊙ = FOUND NAIL WITH DISK
- = SET 1/2" IRON ROD WITH CAP MARKED A.M. GAUBERT, L.S. 5318
- ⊙ = SET 4" x 4" CONCRETE MONUMENT MARKED POP 5318
- = LIGHT POLE
- = POWER POLE
- = TELEPHONE PEDestal
- = ELECTRIC BOX
- = WATER METER
- = WATER VALVE
- = OVERHEAD POWER LINE
- = FIRE HYDRANT
- = CONCRETE
- 00.00 = SPOT ELEVATION
- ⊙ = TEST HOLE LOCATION (WHEN APPROPRIATE)
- ⊙ = WELL
- = CENTER LINE
- = FENCE LINE
- = LINE NOT DRAWN TO SCALE
- A/C = AIR CONDITIONER
- C/B = CONCRETE BLOCK
- FCM = FOUND CONCRETE MONUMENT
- CLP = CHAIN LINK FENCE
- S/W = SIDEWALK
- R/W = RIGHT-OF-WAY
- IRC = FOUND IRON ROD/PIN AND CAP
- N/T = NAIL AND TAB
- RLS = REGISTERED LAND SURVEYOR
- PLS = PROFESSIONAL LAND SURVEYOR
- LS = LAND SURVEYOR
- LI = LICENSED BUSINESS
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- PB = PLAT BOOK
- PC = PAGE
- OR = OFFICIAL RECORDS
- KCP = REINFORCED CONCRETE PIPE
- OMP = CORRUGATED METAL PIPE
- (D) = PLAT DIMENSION
- (D) = DESCRIBED OR DEED DIMENSION
- (R) = RADIAL DIMENSION
- (F) = FIELD MEASUREMENT
- (C) = CALCULATED DIMENSION
- (CP) = CALCULATED PLAT DIMENSION
- R = RADIUS
- L = ARC LENGTH
- T = TANGENT LENGTH
- Δ = DELTA CENTRAL ANGLE
- CH = CHORD LENGTH
- CB = CHORD BEARING
- PCP = PERMANENT CONTROL POINT
- PRM = PERMANENT REFERENCE MONUMENT
- PT = POINT OF TANGENT
- PC = POINT OF CURVATURE
- PI = POINT OF INTERSECTION
- PRC = POINT OF REVERSE CURVATURE
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- TM = TEMPORARY BENCH MARK
- SQ FT = SQUARE FEET
- MEC = MOORHEAD ENGINEERING COMPANY

1. THIS IS NOT A SURVEY. THIS DESCRIPTION AND SKETCH WERE PREPARED AT CLIENT'S REQUEST AND ARE BASED ON THE DESCRIPTION CONTAINED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1709-1712, THE DESCRIPTION CONTAINED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1748-1751, THE DESCRIPTION CONTAINED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1768-1769, THE DESCRIPTION CONTAINED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1733-1742, THE DESCRIPTION CONTAINED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1743-1747 AND OFFICIAL RECORDS BOOK 6558, PAGES 1762-1765, THE DESCRIPTION CONTAINED IN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1445, PAGE 1848, THE DESCRIPTION CONTAINED IN DRAINAGE EASEMENT INSTRUMENTS RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1722-1724 AND OFFICIAL RECORDS BOOK 6558, PAGES 1775-1778, ALL OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, EXISTING MONUMENTATION, AND RECORDS OF THIS COMPANY.

2. BEARINGS SHOWN HEREON BASED ON AN ASSUMED MERIDIAN, SPECIFICALLY THE WEST BOUNDARY OF THE NE 1/4 OF THE NE 1/4 OF SECTION 21 AS SHOWN HEREON BEING N00°29'45"E.

**DESCRIPTION**

A PORTION OF SECTIONS 15, 16, 21 AND 22, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE SW CORNER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE N00°29'38"E, ALONG THE WEST BOUNDARY OF SAID SECTION 15, A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW 90TH STREET AS PER RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1719-1720 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT BEING ALSO THE POINT OF BEGINNING, THENCE S89°28'39"E, ALONG SAID NORTH RIGHT-OF-WAY LINE, 31.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 90°31'43", AND CHORD BEARING AND DISTANCE OF N45°31'29"E 35.37 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.30 FEET TO THE POINT OF TANGENCY, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SW 49TH AVENUE AS PER RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1723-1742 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, THENCE N00°29'38"E, ALONG SAID WEST RIGHT-OF-WAY LINE, 199.87 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, N15°04'15"E, 51.86 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, N00°29'38"E, 389.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2924.79 FEET, A CENTRAL ANGLE OF 03°22'53", AND A CHORD BEARING AND DISTANCE OF N02°01'04"E 155.97 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 155.59 FEET; THENCE DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE ALONG A NON-TANGENT LINE, N80°00'00"W 74.14 FEET TO A POINT ON THE AFORESAID WEST BOUNDARY OF SECTION 15, THENCE N00°29'38"E, ALONG SAID WEST BOUNDARY, 1129.04 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SW 85TH STREET AS PER RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1709-1712 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, THENCE S89°28'49"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 2630.45 FEET TO A POINT ON THE EAST BOUNDARY OF THE SW 1/4 OF SAID SECTION 15; THENCE S00°22'57"W, ALONG SAID EAST BOUNDARY, 814.19 FEET; THENCE S89°37'03"E, 505.56 FEET; THENCE S00°28'39"W, 205.00 FEET; THENCE S89°37'03"E, 110.34 FEET; THENCE S00°22'49"W, 474.55 FEET; THENCE N89°37'11"W, 615.58 FEET TO A POINT ON THE AFORESAID EAST BOUNDARY OF THE SW 1/4 OF SECTION 15; THENCE S00°22'57"W, ALONG SAID EAST BOUNDARY, 1118.29 FEET TO THE SE CORNER OF SAID SW 1/4 OF SECTION 15; THENCE S00°22'03"W, ALONG THE EAST BOUNDARY OF THE NORTH 1/2 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 16 SOUTH, RANGE 21 EAST, 1324.14 FEET; THENCE N89°33'08"W, ALONG THE SOUTH BOUNDARY OF SAID NORTH 1/2 OF THE NW 1/4, A DISTANCE OF 2838.20 FEET TO A CONCRETE MONUMENT LABELLED "TRM" REFERENCING THE BOUNDARY OF "BRADFORD FARMS UNIT 1" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGES 183 AND 184 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND BEING THE SW CORNER OF SAID NORTH 1/2 OF THE NW 1/4; THENCE N89°37'47"W, ALONG THE NORTH BOUNDARY OF SAID "BRADFORD FARMS UNIT 1", A DISTANCE OF 1320.89 FEET; THENCE N00°29'40"E, ALONG THE EAST BOUNDARY OF SAID "BRADFORD FARMS UNIT 1", A DISTANCE OF 1288.28 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SW 90TH STREET AS PER RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 6558, PAGES 1743-1747 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S89°38'04"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 648.45 FEET; THENCE N00°21'58"E, PERPENDICULAR TO SAID SOUTH RIGHT-OF-WAY LINE, 80.00 FEET TO A POINT ON THE AFORESAID NORTH RIGHT-OF-WAY LINE OF SW 90TH STREET; THENCE S89°38'04"E, ALONG SAID NORTH RIGHT-OF-WAY LINE, 874.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 285.60 ACRES, MORE OR LESS.

A.M. GAUBERT & ASSOCIATES, INC. LRP #7158  
ANDRUS M. GAUBERT  
REGISTERED LAND SURVEYOR # 5318  
STATE OF FLORIDA

EXHIBIT "B"

COPY OF RECORDED PARK PARCEL DEED



DAVID R ELLSPERMAN CLERK & COMPTROLLER MARION CO  
DATE: 04/06/2017 03:58:41 PM  
FILE # 2017031343 OR BK 6558 PGS 1769-1771  
REC FEES: \$27.00 INDEX FEES: \$0.00  
DDS: \$350.00 MD6 \$0 INT: \$0

RECORD \$ 20.00  
~~50.00~~

PREPARED BY and RETURN TO:  
Steven H. Gray  
GRAY, ACKERMAN & HAINES, P.A.  
125 NE 1<sup>st</sup> Avenue, Suite 1  
Ocala, FL 34470

PROPERTY APPRAISER'S PID NO: Portion of Parcel #38823-091-01

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

**WARRANTY DEED**

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

This indenture, made this 16<sup>th</sup> day of January, 2017, between BRADFORD 158 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 25<sup>th</sup> 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 2017 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:\zh\PLD\Swaney-Bradford Farms\April 2016 Documents\Warranty Deed - Park Parcel w-out Exhibit.wpd

Signed and sealed in our presence as witnesses:

AS TO GRANTOR:

Witness #1: [Signature]  
Signature  
FRKO J. Lopez  
Print Witness #1 Name

Witness #2: [Signature]  
Signature  
Daniel Martin  
Print Witness #2 Name

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: [Signature]  
Steven P. Fischer  
Its: Manager

STATE OF FLORIDA  
COUNTY OF Broward

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 16 day of January, 2017.



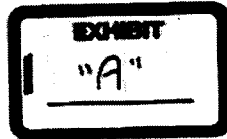
Daniel Alejandro Martin  
Commission #FF884168  
Expires: February 28, 2020  
Bonded thru Aaron Harty

[Signature]  
Print Name: Daniel Martin  
Notary Public, State of FLORIDA  
Commission number FF884168  
Commission expires Feb 28, 2020

Y:\ch\PLD\Sweeney-Bradford Farms\April 2016 Documents\Warranty Deed - Park Parcel w-out Exhibit.wpd

**PARCEL "G" (PARK SITE):**

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.



**EXHIBIT "C"**

**COPY OF PROPOSED PARK DEED RETURNING THE PARK PACEL FROM MARION COUNTY TO OWNER**

**THIS INSTRUMENT PREPARED BY:**  
Office of the County Engineer  
412 SE 25<sup>th</sup> Avenue, Bldg 1  
Ocala, FL 34471

**RETURN TO:**  
Office of the County Engineer  
412 SE 25<sup>th</sup> Avenue, Bldg 1  
Ocala, FL 34471

Property ID #: 35623-001-02 (a portion of)

**Statute 125 Deed**

THIS DEED made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Marion County, a political subdivision of the State of Florida, whose mailing address is 601 SE 25<sup>th</sup> Avenue, Ocala, Florida, 34471, ("Grantor") and Bradford Executive Holdings, LLC, a Florida limited liability company, whose mailing address is 2500 Weston Road, Suite 311, Weston FL 33331 ("Grantee").

WITNESSETH: That the Grantor, pursuant to Section 125.411, F.S., does not warrant title or represent any other state of facts concerning same for and in consideration of the sum of Ten (\$10.00) Dollars to it paid in hand by Grantee, receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land lying and being in Marion County, Florida, to-wit:

**SEE ATTACHED EXHIBIT 'A'**

The above described property is subject to all reservations, covenants, conditions, restrictions and easements of record.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year first above written.

MARION COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:

\_\_\_\_\_  
BY: MICHELLE STONE  
CHAIRMAN

\_\_\_\_\_  
DAVID R. ELLSPERMANN,  
CLERK OF THE COURT

[1]

**EXHIBIT 'A'**  
Section 22, Township 16 South, Range 21 East  
Property ID #: 35623-001-02

**PARCEL "G" (PARK SITE):**

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.

[2]

# EXHIBIT "D"

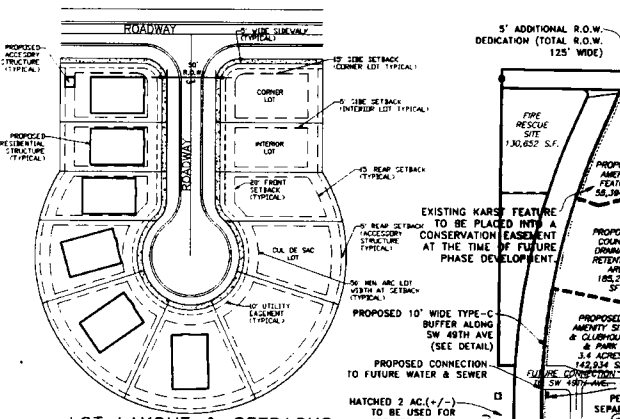
## REVISED OCALA CROSSINGS SOUTH PUD CONCEPTUAL MASTER PLAN FOR SECOND MODIFICATION TO THE DEVELOPER'S AGREEMENT

(DATED 03-07-2019 - LEFT HALF)

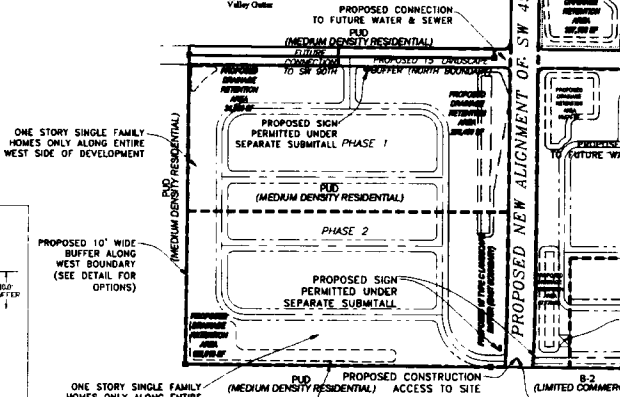
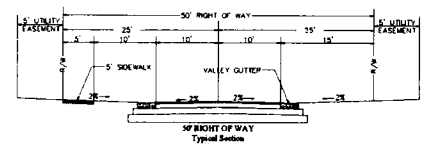
### "OCALA CROSSINGS SOUTH"

**PLAN NOTES:**

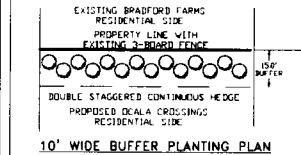
- PROJECT SITE IS LOCATED WITHIN SECTIONS 16, 21, & 22, TOWNSHIP 14, RANGE 21  
PARCEL NUMBER: 28522-001-01 PARCEL NUMBER: 28522-005-00
- THE TOTAL LAND AREA = 285.78 ACRES
- EXISTING SITE CHARACTERISTICS:**  
THE EXISTING SITE IS UNDEVELOPED, MOSTLY CLEARED PASTURE LAND, WITH APPROXIMATELY 2% OF THE SITE HAVING SCATTERED TREE COVER. THE TERRAIN IS MOSTLY CERTLY ROLLING WITH APPROXIMATELY 0% OF THE SITE HAVING SLOPES OF 8% OR LESS. THE REMAINING PROPERTY HAS SLOPES BETWEEN 8 - 12%. THE SITE ELEVATIONS RANGE BETWEEN 88 AND 106. BASED UPON THE USGS SIZE SURVEY, THE SOILS ON THIS SITE ARE SANDY, WELL DRAINED SOILS WITH A DEPTH TO COMPACT LAYER AND WATER TABLE OF GREATER THAN 6.5 FEET. THE NATURAL LOW AREAS ARE SHOWN ON THIS PLAN.
- THE EXISTING LAND USE IS MEDIUM DENSITY RESIDENTIAL, HAVING A MAXIMUM RESIDENTIAL GROSS DENSITY OF 4/DU/AC.
- THE EXISTING ZONING IS PUD.
- THE PROPOSED PROJECT IS A RESIDENTIAL DEVELOPMENT WITH A MIX OF SINGLE FAMILY ATTACHED OR DETACHED DWELLINGS. ADDITIONAL IMPROVEMENTS PROPOSED INCLUDE MULTIPLE PHASE SITES IN ADDITION TO AMENITY/RECREATIONAL FACILITIES WITHIN THE PROPOSED NEIGHBORHOODS. THE PROPOSED PROJECT INCLUDES 1.45 DWELLING UNITS.
- SEE PLAN FOR ADJACENT ZONING & LAND USE CLASSIFICATIONS.
- THE MAJOR ROADS SHOWN ON THIS PLAN INCLUDE SW 49TH AVENUE AND SW 80TH STREET EXTENSION. ALL PROPOSED INTERNAL ROADWAYS TO THE PROPOSED DEVELOPMENT AREAS WILL BE DESIGNED AT TIME OF IMPROVEMENT PLAN SUBMITTAL FOR EACH DEVELOPMENT AREA AND WILL BE PERMITTED THROUGH THE COUNTY.
- EXISTING UTILITY AND DRAINAGE EASEMENTS ARE SHOWN ON THIS PLAN.
- BUFFERS:**  
**ROADWAY BUFFERS:** LANDSCAPE BUFFERS / AMENITY TRACTS OR EASEMENTS ARE PROPOSED ADJACENT TO THE MAJOR ROADWAYS SHOWN ON THIS PLAN. THESE TRACTS OR EASEMENTS MAY BE UTILIZED FOR STREET TREES AND LANDSCAPING, FENCES, WALLS, MULTI-PURPOSE TRAILS AND BIOWAYS. THE PROPOSED PLANTINGS SHALL MEET THE REQUIREMENTS OF THE MARION COUNTY LAND DEVELOPMENT CODE. BUFFER ALONG EAST SIDE OF 49TH AVE IS REDUCED TO 10' WIDTH DUE TO COUNTY TACKING OF ADDITIONAL RIGHT OF WAY FOR MULTIPURPOSE PATH.  
**PERIMETER BUFFERS:** THE FIRE RESCUE SITE SHALL HAVE A PERIMETER BUFFER THAT MEETS THE MARION COUNTY LAND DEVELOPMENT CODE REQUIREMENTS. THE PROPOSED 40TH AVENUE SHALL HAVE A PERIMETER LANDSCAPE BUFFER THAT WILL BE DESIGNED AND INSTALLED BY THE DEVELOPER. THIS LANDSCAPE BUFFER SHALL MEET THE REQUIREMENTS OF THE MARION COUNTY LAND DEVELOPMENT CODE.  
ALL OTHER OUTER PROJECT BOUNDARIES, NOT ALREADY DESCRIBED ABOVE, SHALL HAVE A LANDSCAPE BUFFER MEETING THE REQUIREMENTS OF THE MARION COUNTY LAND DEVELOPMENT CODE.
- OPEN SPACE:** (SEE RECREATION AND GREEN SPACE DATA) THE PROPERTY WILL BE DEVELOPED WITH A TOTAL GREEN SPACE OF 30% OF THE GROSS LAND AREA OF THE PROPERTY. 50% OF THE GROSS LAND AREA SHALL BE BARRIERS FREEDLY LANDSCAPE AREA (M.F.L.A.). THE GROSS LAND AREA INCLUDES ALL OF THE PROPERTY, EXCLUDING LANDS CONVEYED TO THE COUNTY IN THE FORM OF FIRE RESCUE SITE & ROAD RIGHT-OF-WAY.
- PROJECT PHASING:** THE PROPOSED DEVELOPMENT SHALL BE DEVELOPED IN MULTIPLE PROJECT PHASES AND SUB-PHASES BASED UPON MARKET DEMAND.
- UTILITIES:** THIS PROJECT SHALL BE SERVED BY MARION COUNTY CENTRAL WATER AND SEWER SYSTEMS.
- PROPOSED CONDITIONS:**  
14.1 THE TIME FRAME FOR CONSTRUCTION OF THE FIRE RESCUE SITE FACILITIES SHALL BE AS OUTLINED WITHIN THE DEVELOPER'S AGREEMENT.  
14.2 THE COUNTY SHALL COORDINATE THE EXACT LOCATIONS OF PROPOSED SW 49TH AVENUE CURB CUTS WITH THE DEVELOPER. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE THE PROPOSED CURB CUTS. THE COUNTY SHALL ENGINEER AND CONSTRUCT THESE CURB CUTS AND FUTURE ROADWAY TURNOUTS UP TO THE ROAD RIGHT OF WAY LINE. THE DESIGN AND CONSTRUCTION OF THESE CURB CUTS AND TURNOUTS SHALL BE AT THE COUNTY'S EXPENSE AS PART OF THE SW 49TH AVENUE ROADWAY IMPROVEMENTS.  
14.3 THE PROPOSED SW 49TH AVENUE DRA SHALL BE OWNED AND MAINTAINED BY THE COUNTY. THIS DRA MAY BE UTILIZED OR EXPANDED BY THE DEVELOPER AT HIS DISCRETION. IF REQUIRED, TO PROVIDE DRAINAGE RESTORATION AREA FOR THE PROPOSED ADJACENT RESIDENTIAL DEVELOPMENT. MAINTENANCE OF THIS DRA SHALL BE BY THE COUNTY INCLUDING MOWING AT PERIODIC INTERVALS TO PREVENT OVERGROWTH OF GRASS AND OR OTHER VEGETATION. THE DEVELOPER SHALL BE ALLOWED TO PROVIDE ADDITIONAL LANDSCAPING AND OTHER MAINTENANCE IF ALLOWED BY THE COUNTY.  
14.4 AS PART OF THE SW 49TH AVENUE IMPROVEMENTS, THE COUNTY AND DEVELOPER SHALL COORDINATE THE INSTALLATION AND LOCATION OF DRAINAGE CONVEYANCE CHANNELS AND UTILITY LINE STRAIGHT CUTS TO THE ADJACENT FUTURE DEVELOPMENT PARCELS. THESE IMPROVEMENTS TO BE LOCATED WITHIN THE SW 49TH AVENUE RIGHT OF WAY SHALL BE COORDINATED WITH THE DEVELOPER AND THE COUNTY AND MUST BE REVIEWED AND APPROVED BY THE COUNTY. THE DEVELOPER SHALL BE ABLE TO UTILIZE THE PROPOSED UTILIZATION IS REVIEWED AND APPROVED BY THE COUNTY. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE ANY DRAINAGE IMPROVEMENTS AND OR MODIFICATIONS WITH THE COUNTY.  
15 AN H.O.A. SHALL BE FORMED TO OWN, MAINTAIN AND MAINTAIN ALL COMMON AREAS AND COMMON ELEMENTS OF THE PUD, AND SHALL BE THE LEGAL ENTITY RESPONSIBLE FOR MAINTENANCE OF COMMON AREAS AND COMMON ELEMENTS OF THE PUD, INCLUDING ANY SW 49TH AVENUE IMPROVEMENTS FACILITIES WHICH ARE PRIVATELY OWNED.



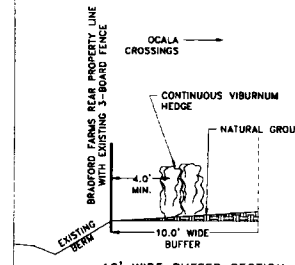
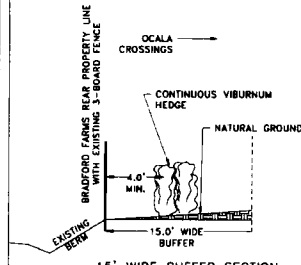
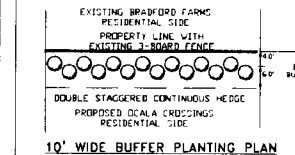
**LOT LAYOUT & SETBACKS**  
 MINIMUM LOT WIDTH AT SETBACK = 50 FT.  
 MINIMUM LOT DEPTH = 110 FT.  
 MINIMUM LOT SIZE = 5,500 S.F.  
 N.T.S.



**SOUTHERN BUFFER**



**WESTERN BUFFER**



**SITE COVERAGE DATA: (BASED ON 285.78 GROSS ACRES)**

SINGLE FAMILY RESIDENTIAL, PARKS, AMENITIES, OPEN SPACE, BI/LA & DRAINAGE:	255.81 ACRES
MAJOR ROAD R.O.W.	22.90 ACRES
FIRE RESCUE STATION	3.00 ACRES
40TH AVE. D.R.A.	4.07 ACRES
<b>TOTALS:</b>	<b>285.78 ACRES</b>
GROSS DENSITY ALLOWED: 4 DWELLING UNITS / AC. BASED ON 285.78 ACRES x 4 =	1,143 UNITS.

**LANDSCAPE BUFFER NO**

PROPOSED LANDSCAPE BUFFERS ALONG THE PROJECT WITH THE MARION COUNTY LAND DEVELOPMENT CODE AS SPECIFIED ON THIS TO COMPLY WITH THE MARION COUNTY LAND DEVELOPMENT CODE.

**CONCURRENCY NOTE:**

THIS PROJECT HAS NOT BEEN GRANTED CONCURRENCY REVIEW AND/OR APPROVAL HAS DEVELOPER THE PROPERTY HAS NOT BEEN OBTAIN CONCURRENCY REVIEW AND/OR APPROVAL HAS DEVELOPMENT REVIEW STAGES, SUCH AS: BUT: PRELIMINARY PLAN, IMPROVEMENT PLAN, FINAL BUILDING PERMIT REVIEW

**ENGIN**

HERBERT CE WITH ALL AT DEVELOPER

DATE	REVISION DESCRIPTION
03-07-2019	REVISED PER B.O.C.C. - CORRECTED BUFFER

SCALE: 1"=300'

**MASTROSERIO ENGINEERING, INC.**  
 CIVIL / ENVIRONMENTAL / SITE DESIGN  
 170 SE 32ND PLACE  
 OCALA, FL 34471  
 PH: (352)940-9800  
 PLO@MASTROSERIOENG.COM

DRAWING FILE: OCALA CROSSINGS SOUTH PUD MASTER PLAN	DESIGNED BY: PM
DATE: 02-07-19	DRAWN BY: PM
	CHECKED BY: PM

