

MARION COUNTY
RECORD: \$ _____

This Instrument Prepared by:
W. James Gooding III
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

Record and Return to:

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
PURSUANT TO CHAPTER 163, FLORIDA STATUTES**

This Amended and Restated Development Agreement (this "**Agreement**") is made and entered into as of the Effective Date described herein, by and between:

- **MARION COUNTY**, a Political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, FL 34471 (hereinafter "**County**");
- **DDMM VILLAGES**, a Florida limited liability company formerly known as UTOPIA 42, LLC, a Florida limited liability company, whose address is 11980 SE 22nd Avenue Road, Ocala, FL 34480-6511 (hereinafter "**DDMM**");
- **DIGVIJAY GAEKWAD**, individually, whose address is 11980 SE 22nd Avenue Road, Ocala, FL 34480 (hereinafter "**Gaekwad**" and together with DDMM, collectively, "**DDMM Developer**"); and
- **VILLAGES OF MARION COUNTY GP, LLC**, a Florida limited liability company, whose address is 629 Euclid Ave., Suite 1300, Cleveland, Ohio 44114 (hereinafter "**Villages Developer**" and together with DDMM Developer, collectively, the "**Developer**").

RECITALS:

- A. The Florida Local Government Development Agreement Act, Chapter 86-191, Laws of Florida, now codified as Sections 163.3220 through 163.3243, inclusive, of the Florida Statutes (the "**Act**") authorizes local governments to enter into Development Agreements with property owners subject to the procedures and requirements of the Act.
- B. On December 20, 2005, County and Larry R. Brown ("**Brown**") entered into a *Developer's Agreement* with respect to a parcel of real property located in Marion County, Florida, then owned by Brown (the "**Brown Parcel**") which Developer's Agreement was recorded in Official Records Book 4641, at Page 281¹ (the "**Original Developer's Agreement**"). The Original Developer's Agreement included a buffering master plan, but did not include a full conceptual master plan.
- C. The Original Developer's Agreement included in its terms two additional parcels of real property located in Marion County, Florida, then owned by CR 42 Land, LLC ("**CR 42 Land**"), which joined in the Original Developer's Agreement by executing a Joinder thereto. Under the terms of the Original Developer's Agreement the inclusion of the parcels owned by CR 42 Land (Marion County Tax Parcel Nos.: 48366-000-00 and 48367-000-00, the "**CR 42 Land Parcels**") was contingent upon the parcels being developed as part of a common development plan with the Brown Parcel.

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

- D. On February 22, 2006 Brown conveyed the Brown Parcel to Ecclestone Signature Homes of Marion, LLC, a Florida limited liability company ("**Ecclestone**"), as evidenced by the Warranty Deed from Brown to Ecclestone recorded in Official Records Book 4354, at Page 0964.
- E. On March 20, 2006 Ecclestone acquired title to the CR 42 Land Parcels, by virtue of that certain Warranty Deed from CR 42 Land to Ecclestone dated March 20, 2006, and recorded in Official Records Book 4386, at Page 0035.
- F. On April 5, 2010 Ecclestone submitted to County's Development Review Committee ("**DRC**") a planned unit development ("**PUD**") master plan, which was approved by the DRC on that date, subject to certain issues regarding the proposed and simultaneously-submitted Developer's Agreement, but the PUD master plan has never been approved by County's Board of County Commissioners.
- G. On December 1, 2015 DDMM purchased from Ecclestone all of the real property owned by Ecclestone, including the Brown Parcel and the CR 42 Land Parcels (collectively, the "**Ecclestone Property**"), as evidenced by Warranty Deed from Ecclestone to Developer dated December 1, 2015, recorded in Official Records Book 6311, at Page 0744.
- H. On February 4, 2016 Gaekwad purchased from Dwight Arnold Whitaker, Individually and as Trustee of the Huey P. McFarland Revocable Living Trust, dated November 18, 1985 as restated September 7, 2012, and Dwight Arnold Whitaker, Individually and as Trustee of the Louise F. McFarland Revocable Living Trust, dated May 4, 1995 as Restated September 7, 2012 all of the that certain real property assigned Marion County Tax Parcel 48369-000-00 (the "**Gaekwad Property**"), as evidenced by Warranty Deed from Ecclestone to Developer dated December 1, 2015, recorded in Official Records Book 6343, at Page 1268.
- I. On June 8, 2022, Villages Developer acquired 110.22 acres of the Ecclestone Property owned by DDMM (all of Marion County Tax Parcel 47659-00-00 and part of 48367-000-00; subsequently assigned Marion County Tax Parcel 47659-001-00) (the "**Villages Developer Property**") by virtue of that certain Special Warranty Deed from DDMM to Villages Developer dated June 8, 2022, recorded in Official Records Book 7831, at Page 489. The portion of the Property retained by DDMM (Marion County Tax Parcels 47658-000-00, 48366-000-00, and part of 48367-000-00) is referred to herein as the "**DDMM Property**." The DDMM Property together with the "**Gaekwad Property**" is hereinafter collectively referred to as the "**DDMM Developer Property**" and the DDMM Developer Property together with the Villages Developer Property is hereinafter collectively referred to as the "**Property**."
- J. Developer has reactivated the process of procuring or modifying development entitlements for the Property.
- K. On February 1, 2022, the Board of County Commissioners of Marion County, Florida (the "**County Commission**") approved a PUD zoning classification for the Property, together with a Conceptual Plan therefor pursuant to Ordinance 22-04.
- L. Developer has submitted a PUD Master Plan for the Property.
- M. Developer has submitted a Transportation Impact Analysis entitled *E-USA Summerfield TIA* dated April 2023, prepared by VHB (the "**Traffic Study**") for the Property.
- N. County has held separate public hearings to accept and encourage public input with respect to the proposals of Developer contained in this Agreement, and has considered such public input.

- O. County has determined that the provisions of this Agreement and the contemplated vesting of development rights contemplated by this Agreement are consistent with, and not in contravention with, the provisions of the County's Comprehensive Plan and Land Development Regulations.
- P. County has provided its Notice of Intent to consider entering into this Amended and Restated Development Agreement, advertisements published in the Ocala Star Banner, a newspaper of general circulation and readership in Marion County, Florida on November 29, 2023, December 12, 2023, and _____, by mailing a copy of the Notice of Intent to Developer, and to the persons and entities shown on the most recent Marion County, Florida tax roll to be the owners of property lying within 300 feet 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.
- Q. The Board of the County Commissioners of the County has held public hearings on December 5, 2023, December 19, 2023, and February 6, 2024, to consider this Agreement, and has found and determined that its execution of this Agreement will further the objectives of the Act, and that the development contemplated and permitted by this Agreement is consistent with the County's Comprehensive Plan and the County's existing Land Development Regulations.
- R. The legal and equitable owners of the Property, which is the subject matter of this Agreement, are DDMM Developer as to the DDMM Developer Property, which is described on **Exhibit A**, attached hereto and incorporated herein by reference, and Villages Developer as to the Villages Developer Property, which is described on **Exhibit B**, attached hereto and incorporated herein by reference.
- S. County, DDMM Developer and Villages Developer desire to amend and restate, in total, all of the provisions of the Original Developer's Agreement, upon and subject to the terms and conditions set forth below.
- T. The Original Developer's Agreement was not a "development agreement" under the Act. However, pursuant to Section 1.8.6 of the County Code, concurrency reservations made pursuant to commitments by a developer to mitigate deficient facilities may be made only pursuant to a development agreement under the Act. Thus, even though this Agreement amends and restates an agreement that was not adopted pursuant to the Act, this Agreement is adopted pursuant to the Act.

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**. The parties acknowledge that the above Recitals are true and correct, and their provisions are incorporated herein for all purposes. The contents of all Exhibits attached to this Agreement and referenced as being included in this Agreement are also incorporated herein for all purposes.
2. **Amended and Restated Agreement**. This Agreement between County and Developer is an amendment and restatement, in total, of the Original Developer's Agreement. Upon finalization, execution and recordation in the Public Records of Marion County, Florida this Agreement will amend and restate, in total, all of the terms of the Original Developer's Agreement.
3. **Definitions**. In addition to any terms specifically defined elsewhere in this Agreement, for the purposes of this Agreement the following terms shall have the following meanings:
 - 3.1. ***Capital Charge Credits*** – Credits against Capital Charges as set forth in Section 8.5.2.

- 3.2. **Capital Charges** – The Water Capital Charges and the Wastewater Capital Charges as set forth in the County Code. As set forth in the definition of each Capital Charge, each Capital Charge consists of a Transmission and Treatment component. The present Capital Charges are \$1,659.00 per water ERC, \$3,844.00 per wastewater ERC or \$5,503.00 per total water and wastewater ERC.
- 3.3. **Comprehensive Plan** – The Marion County Comprehensive Plan, as originally adopted by County and subsequently amended, all in accordance with the provisions of Chapter 163 of the Florida Statutes.
- 3.4. **Concept Plan** – The depiction of the anticipated development of the Project as set forth in the attached **Exhibit C**, which is incorporated herein by reference.
- 3.5. **County CMS** – The County Concurrency Management System, as codified in Division 8 of Chapter 1 of the County LDR, as the same may be subsequently amended, modified or supplemented.
- 3.6. **County Code** – The “Marion County Code” as defined in Section 1-1 of the County Code, as the same may be subsequently amended, modified or supplemented.
- 3.7. **County Commission** – The Board of County Commissioners of Marion County, Florida.
- 3.8. **County Impact Fee Ordinance** – The “Marion County Impact Fee Ordinance for Transportation Facilities” as defined and codified in Division 2 of Article 10 of the County Code.
- 3.9. **County Representative** – The County Administrator, any Assistant County Administrator, or the County Engineer and, as to any matter dealing with Utility Services (including the Utility Facilities and Capital Charges therefor), the Utilities Director.
- 3.10. **Conveyance Standards** – As set forth on the attached **Exhibit I**, which is incorporated herein by reference.
- 3.11. **Deficient Facilities** – One or more Transportation Facilities for which capacity is inadequate (i.e., the Transportation Facilities will be operating at less than the adopted Level of Service (“**LOS**”) for such Transportation Facilities) as determined by the Traffic Study as of buildout of the Project, other than Transportation Facilities for which capacity is inadequate prior to development of the Property.
- 3.12. **Developer ROW** – ROW owned by Developer to be conveyed to County under this Agreement.
- 3.13. **Developer Transportation Improvements** – As set forth in Section 14.1.
- 3.14. **Developer Transportation Obligations** – The following obligations of Developer under this Agreement:
 - 3.14.1. Construct the Developer Transportation Improvements.
 - 3.14.2. Convey all Developer ROW.
- 3.15. **Development Agreement or Agreement** – This Amended and Restated Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions.
- 3.16. **ERC or Equivalent Residential Connection** – Calculation of total gallons of potable water provided or wastewater collected divided by average number of single-family residence

Customers divided by 365 days. Currently, one (1) water ERC is equal to 400 gallons per day of water use and one (1) wastewater ERC is equal to 200 gallons per day of wastewater discharge. However, other ERC values may be adopted by the Board of County Commissioners from time to time.

- 3.17. **Final PUD Master Plan** – The PUD Master Plan (defined in 3.21) as approved by the Board of County Commissioners, which is required prior to commencement of development of the Property.
- 3.18. **Impact Fee Credits** – Credits against Impact Fees to be provided to Developer under this Agreement pursuant to Section 18.
- 3.19. **Impact Fees** – Transportation impact fees due under the County Impact Fee Ordinance.
- 3.20. **Marion County Utilities** – The County department which provides central potable water and sanitary sewer (wastewater) services to certain geographic areas (including the Property) of the County.
- 3.21. **PUD Master Plan** – That certain PUD master plan for the Property (being the “Final Development Plans” required by Section 4.2.31.F.(4) of the County LDC) that was approved by the DRC on May 1, 2023, contingent upon the execution of this Agreement. The PUD Master Plan contemplates development of the Property to include seven hundred seventy-four (774) single family residential units, seven hundred seventy (770) multi-family residential units, and approximately four (4) acres of commercial development (the commercial development will be located on the area of the Property fronting on CR 42).
- 3.22. **Project** – Collectively, construction of the commercial development, and residential community (or communities) to be constructed on the Property by Developer pursuant to the terms of this Agreement, which may contain therein single-family residences; multifamily residences; amenities; buffers; roadways; entrance features; stormwater management facilities; water and wastewater utilities; and sanitary sewer lift station(s). When used herein the term “Project” shall refer to that element of the constructed community which is referenced by the provisions of this Agreement.
- 3.23. **Property** – The real property on which the Project will be constructed, consisting of the Villages Developer Property and the DDMM Developer Property described above.
- 3.24. **Proportionate Share Mitigation** – The payments to be made, or other activities to be performed, by Developer pursuant to Section 17.
- 3.25. **PUD** – Planned Unit Development zoning classification granted to the Property pursuant to the Ordinance 22-04.
- 3.26. **Regional Water Plant** – The water plant to be constructed by County on the Water Plant Parcel as set forth in greater detail in Section 8.5.
- 3.27. **Reservation of Capacity** or **Reserved Capacity** or **Capacity Reservation** – The reservation of capacity under the County CMS for either Transportation Facilities or Utility Services. The phrase is modified by the system under which capacity is reserved. Thus, for example, a Reservation of Transportation Capacity refers to a reservation of capacity under the County CMS for Transportation Facilities.
- 3.28. **Residential Units** – As to single family units, each building, or each portion of a building, situated on a Lot or parcel, and designated and intended for independent ownership and for use

and occupancy as a residence; and, as to multifamily units, each portion of a building intended for use and occupancy as a residence by multiple users/tenants.

- 3.29. **ROW** – Refers to right-of-way of a designated public roadway (by example, the term “CR 42 ROW” refers to the right-of-way of CR 42). A reference to the “ROW” of a road includes the stormwater management facilities providing surface and stormwater management for the road, if and to the extent constructed and in place.
- 3.30. **Spine Road** – The road labeled “Spine Road” on the attached Concept Plan.
- 3.31. **Traffic Study** – The Traffic Study prepared by VHB entitled *E-USA Summerfield TIA* assessing the impact on Transportation Facilities of the development of the Property. The Traffic Study was developed pursuant to a methodology approved by County and the Traffic Study has been reviewed, approved and accepted by County. The contents of the Traffic Study are, by this reference, incorporated into this Agreement.
- 3.32. **Transportation Facilities** – All public roads, streets or highways (collectively the “**Roadway Segments**”), and intersections (collectively, the “**Intersections**”) studied pursuant to the Traffic Study.
- 3.33. **Trip** or **Project Trip** – A vehicle trip generated by the development of the Property measured in terms of net new external PM peak hour vehicle trip generation.
- 3.34. **Utility Facilities** – One or more of the Wastewater Facilities, Water Facilities or Water Plant Parcel, or any components thereof.
- 3.35. **Utility Services** – Water and wastewater service provided by County through Marion County Utilities.
- 3.36. **Wastewater Capital Charge** – The wastewater capital charge presently set forth in Section 19-187 of the County Code. In the event County Code is changed to establish a different type of capital charges, impact fees or similar charges to be paid by a Customer for wastewater transmission or treatment, the term shall apply to the new charges. In the event that the foregoing charges are increased or decreased by County, the term shall apply to the amount of such charges at the time of the connection to County’s Wastewater Facilities. The total Wastewater Capital Charge is \$3,844.00 and consists of the following components:
- 3.36.1. **Wastewater Transmission Component** – \$660.00 per ERC; and
- 3.36.2. **Wastewater Treatment Component** – \$3,184.00 per ERC.
- 3.37. **Wastewater Facilities** – All wastewater collection, transmission, treatment and effluent disposal facilities, including all interceptors, lines, pipes, meters, lift stations, pumps, force mains, and appurtenant equipment necessary for County to provide wastewater service capacity in accordance with County rules and regulations.
- 3.38. **Water Capital Charge** – The water capital charge presently set forth in Section 19-187 of the County Code. In the event County Code is changed to establish a different type of capital charges, impact fees or similar charges to be paid by a Customer for water transmission or treatment, the term shall apply to the new charges. In the event that the foregoing charges are increased or decreased by County, the term shall apply to the amount of such charges at the time of the connection to County’s Water Facilities. The Total Water Capital Charge is \$1,659.00 and consists of the following components:
- 3.38.1. **Water Transmission Component** – \$702.00 per ERC; and

- 3.38.2. **Water Treatment Component** – \$957.00 per ERC.
- 3.39. **Water Facilities** – All water distribution, transmission, treatment, storage and production facilities, including all pipes, lines, meters, couplings, pumps, water mains and appurtenant equipment necessary for County to provide water service capacity in accordance with County rules and regulations.
- 3.40. **Water Plant Parcel** – That certain piece of real property containing approximately five (5) acres, labeled as the “WATER TREATMENT PLANT” on, and described in, the attached **Exhibit D**, which is incorporated herein by reference.
4. **Encumbrance on Property**. The terms and provisions of this Agreement shall become development restrictions regarding any subsequent development of the Property or any portion thereof, in which event the terms and provisions of this Agreement shall encumber the Property, shall run with title to the Property, and shall be binding upon any successor-in-title to the Property or any portion thereof.
5. **Density Limitation**. Notwithstanding any contrary provisions of the Comprehensive Plan, the maximum development density and intensity of the Property shall not exceed the residential density and commercial intensity set forth in the approved PUD, as may be amended. If the Property is developed in sub-parcels, the approved density or intensity, subject to this limitation, may be allocated between sub-parcels of the Property, provided that the total developed gross density and intensity of the Property shall not exceed the limitations previously specified.
6. **PUD Zoning**. The Property is currently zoned as a PUD pursuant to the County’s Land Development Code. The Property may be developed in more than one (1) phase.
7. **Order of Development; Phasing and Performance of Developer Obligations**.
- 7.1. This Agreement and the requirements herein assume development of all or a portion of the Village Developers Property prior to development of all or a portion of the DDMM Property or Gaekwad Property. Notwithstanding anything to the contrary in this Agreement, if, contrary to such assumption, DDMM Developer and/or Gaekwad proceed to develop all or a portion of the DDMM Property or Gaekwad Property, as applicable, and such development will occur prior to Village Developer’s development of all or a portion of the Village Developers Property, the parties, as a condition to the modified phasing of development, shall amend this Agreement for the limited purpose of addressing requirements of this Agreement that would have been performed but have not yet been performed by Villages Developer, all as necessitated by such new order of development and applicable portion of the Property being developed at the time of such amendment.
- 7.2. Subject to Section 7.1, (a) the development permitted under the terms of this Agreement may be undertaken in total or may be undertaken in phases, in which event the phases shall be commenced or completed by the applicable Developer that owns the portion of the Property being developed, and (b) each Developer shall only be responsible for obligations required to develop its portion of the Property or otherwise specifically assigned to such Developer, and a particular Developer’s failure to comply with its obligations under this Agreement, shall in no way be deemed or treated as the failure of the other Developer under this Agreement or prevent the development of such other Developer’s portion of the Property.
8. **Potable Water & Sanitary Sewer (Wastewater) Services**. All development of the Property must be served by central water and central sanitary sewer (wastewater) services. Developer shall procure potable water and wastewater services for the Property from County, in accordance with the following provisions:

- 8.1. **Generally.** County has agreed, subject to the terms of this Agreement to allow extension of County's Wastewater Facilities and Water Facilities to the Property, and to allow Developer, at Developer's expense, to connect to the County's Utility Services.
- 8.2. **Water Mains.**
- 8.2.1. County has extended a potable water main from an existing water treatment plant, located east of US 27 ("**Current Plant**") owned and operated by County, to the right-of-way of County Road 42 ("**CR 42**"), then west within the ROW of CR 42 to service properties along the CR 42 corridor between US 27 and US 301. This potable water main is located on the north side of the CR 42 ROW adjacent to Marion County Tax Parcel No.: 48356-002-00, which is not part of the Property.
- 8.2.2. Developer will, at Developer's expense, in compliance with plans and specifications approved by County, connect and extend a water main, sized by the Developer's engineer of record to meet the domestic and fire flow needs of the portions of the entire Development being provided water from the County-owned water main in the CR 42 ROW through the Property (within a designated right-of-way or easement that may be adjacent to and parallel with the curvature of the Spine Road, and outside of the development's buffer) within the Property. (Domestic and fire flow needs from the portion of the Development being provided water from the Regional Water Plant being constructed by County on the Water Plant Parcel shall be provided by DDMM Developer in connection with the development of the DDMM Developer Property).
- 8.2.2.1. Potable water will be provided to development areas within the Property from this extended water main, which may be constructed in phases as development occurs within the Property on a planned general south-to-north progression.
- 8.2.2.2. Villages Developer shall only be responsible for extending the lateral water main from CR 42 ROW through the Villages Developer Property along and adjacent to the curvature of the Spine Road to the northern boundary line of the Villages Developer Property.
- 8.2.2.3. DDMM Developer shall be responsible for any tie in and extension of the lateral water main from the northern boundary line of the Villages Developer Property through the DDMM Developer Property as needed to provide potable water to the DDMM Developer Property.
- 8.2.2.4. The final locations of the water mains, those locations relationship to the Spine Road, and required easements to County for access to the water mains shall all be in accordance with design and specifications approved by County.
- 8.2.2.5. Each Developer shall provide to County easements for the construction, operation, maintenance and repair of the water main constructed by it (which shall be conveyed to and owned by the County post-construction as more particularly set forth in Section 8.4 below). Each Developer will also extend water mains to provide potable water services for residences, amenities, or other improvements within the Project, at such Developer's cost. Furthermore, DDMM Developer shall provide an easement for the transmission water mains that will support the Regional Water Plant; such easements shall provide access within the Property to both (i) CR 42 via the Spine Road and tie into that portion of the transmission water mains constructed by Villages Developer along the Spine Road, and (ii) SE 80th Avenue.

8.2.2.6. DDMM Developer shall be responsible for all costs related to the work described in this Section 8.2 as it relates to the DDMM Developer Property.

8.2.2.7. Villages Developer shall be responsible for all costs related to the work described in this Section 8.2 as it relates to the Villages Developer Property.

8.3. **Wastewater Collection System.**

8.3.1. Developer will construct within the boundaries of the Property an on-site wastewater collection system. The on-site collection system may include one or more sanitary lift stations to be constructed by Developer (all at Developer's expense) on the approved site set forth on the Final PUD Master Plan for the Property or portion thereof being developed.

8.3.2. Developer will also construct, at Developer's expense and in compliance with designs and specifications approved by County, a sanitary sewer force main from all lift stations to be constructed on the Property to an agreed upon connection point to an existing County owned and operated sanitary sewer force main running along the southerly side of the CR 42 ROW, which will transmit wastewater to the County-owned Stonecrest Waste Water Treatment Plant ("WWTP"). Additionally, Developer shall provide to County an easement for the construction, operation, maintenance, and repair of this sanitary sewer force main (which shall be conveyed to and owned by County as more particularly set forth in Section 8.4 below).

8.3.3. Developer is responsible to upgrade any and all existing lift stations that may not be able to operate against the head conditions developed by connecting to the County's system. Developer shall provide a hydraulic model, developed by a Florida Licensed Professional Engineer, to evaluate any and all manifolded systems. The evaluation shall include 60% of the flow from of the all lift stations, between the development and the WWTP. All improvements identified in the model shall be the sole responsibility of the Developer. By approving this Agreement, County acknowledges that Villages Developer has performed its obligations under this Section 8.3.3 as to the Villages Developer Property and that no improvements have been identified as being necessary for the Villages Developer Property under such Section.

8.4. **Conveyance of Utilities Infrastructure.** Upon completion of the construction, inspection, testing, and acceptance of all or any phase of the water mains and/or the wastewater collection system, including the appurtenant infrastructure (lift station(s)), the Developer constructing the mains or system will, convey to County by appropriate bills of sale, grants of easements, or other reasonably required documents, all of the previously described utilities infrastructure in Sections 8.2 and 8.3, which shall then be owned by County and become part of the infrastructure owned and operated by Marion County Utilities.

8.5. **Regional Water Plant.**

8.5.1. County agrees to construct a Regional Water Plant on the Water Plant Parcel pursuant to the provisions of this Section 8.5. In connection therewith, County shall utilize prepayments to County of Water Capital Charges.

8.5.2. Villages Developer shall make prepayments to County of Water Capital Charges totaling Six Hundred Forty-Five Thousand One Hundred Nineteen and 20/100 Dollars (\$645,019.20) (the "**Villages Developer Water Capital Charge**") for Water Capital Charges that will eventually be required to be paid with respect to the development of the Villages Developer Property. This amount was calculated by multiplying 388.8, being the number of ERCs needed for the 486 multi-family units, by the Water Capital

Charge of \$1,659.00 per ERC. The procedure for the prepayment of the Villages Developer Water Capital Charge, issuance of credits to Villages Developer for the Villages Developer Water Capital Charge ("**Capital Charge Credits**"), and Villages Developer's right under this Agreement to purchase potable water from the County by paying or prepaying Water Capital Charges on a unit-by-unit basis at the applicable rate at time of purchase, shall be in accordance with the following provisions.

- 8.5.2.1. Within thirty (30) days after the date of full execution of this Agreement, Villages Developer shall pay a portion of the prepayment of Villages Developer Water Capital Charges to County in the amount of Two Hundred Thousand Dollars (\$200,000.00).
- 8.5.2.2. Villages Developer agrees that it will, pay the outstanding balance of the Villages Developer Water Capital Charge to the County in the amount of Four Hundred Forty-Five Thousand Nineteen and 20/100 Dollars (\$445,019.20), prior to the issuance of any building permits for the construction of vertical improvements on the Villages Developer Property.
- 8.5.3. Villages Developer agrees that in the event it fails to timely make the required prepayments of the Village Water Capital Charge pursuant to Section 8.5.2, County shall have a remedy, in addition to all other remedies available to County under this Agreement or by applicable law, to seek specific performance or other injunctive relief against Villages Developer as a result of Villages Developer's default in making timely prepayments of the Villages Developer Water Capital Charge.
- 8.5.4. Subject to Villages Developer's prepayment of the Villages Developer Water Capital Charge described in detail above, Villages Developer shall be entitled to purchase, for Residential Units on the Villages Developer Property after the date of this Agreement, potable water services from the County by payment of standard Water Capital Charges on a connection-by-connection basis up to the initial total Credit of Villages Developer Water Capital Charges, together with any Water Capital Charge Credits received by Villages Developer, under the provisions of Section 8.5.5 of this Agreement, at which point Capital Charge Credits shall be purchased on a phase-by-phase basis.
- 8.5.5. The prepaid Villages Developer Water Capital Charge paid by Villages Developer under this Section 8, shall result in Villages Developer receiving Capital Charge Credits on a dollar-for-dollar basis for Water Capital Charges (including the Water Transmission Component and the Water Treatment Component), which Capital Charge Credits may be used for connections for potable water from Marion County Utilities within the limits of the Villages Developer Property. Upon Villages Developer completing the prepayment to County, County will execute an instrument (in form and content acceptable to both Villages Developer and County) to Villages Developer confirming the amount of the Capital Charge Credits, in the amount previously specified. Thereafter, County shall maintain a record of Capital Charge Credits used, and dates Capital Charge Credits are used, and will provide written confirmation of the available number of remaining Capital Charge Credits to Villages Developer upon written request from Villages Developer. The Capital Charge Credits shall expire seven (7) years following date of issuance of first building permit for the Villages Developer Property.
- 8.5.6. Within one month after the Effective Date of this Agreement, DDMM shall convey to County, pursuant to the terms and conditions set forth in the Conveyance Standards:
 - 8.5.6.1. Fee simple title to the Water Plant Parcel; and
 - 8.5.6.2. An access and water utilities easement over the real property labeled "40' ACCESS AND UTILITIES EASEMENT" on, and described in, the attached

Exhibit D. Such description shall be revised by the parties to be consistent with the location of the Access Road, and County water utilities, set forth in Section 10.3.

8.5.7. Upon approval of this Agreement, as additional consideration from County to Villages Developer for the Villages Developer Water Capital Charge prepayments, County agrees that: subject to Villages Developer completing payment of the Villages Developer Water Capital Charge prepayments County guarantees Villages Developer capacity in the Current Plant for the 388.8 ERCs of water capacity for which the Capital Charge prepayments have been made.

8.5.8. County shall complete construction of the Regional Water Plant County within five (5) years after the Effective Date subject to such extensions as are hereafter agreed to between County and Developer in their sole discretion.

8.6. No Prior Utilities Agreement.

8.6.1. Section 6 of the Original Developer's Agreement referred to a "separate Utilities Agreement" between County and Brown concerning the provision of water and wastewater to the Property.

8.6.2. County has been unable to locate such a Utilities Agreement and believes that the reference to it in the Original Developer's Agreement was a scrivener's error.

8.6.3. In the event that such a prior Utilities Agreement existed, Developer (as successor in title to Brown) and County hereby terminate the prior Utilities Agreement.

9. **Capital Charge Credits – Use; Sale; or Redemption.** County and Villages Developer agree that the following terms shall be applicable with respect to the Capital Charge Credits granted under the terms of this Agreement to Villages Developer for Villages Developer's prepayment of Villages Developer Water Capital Charge:

9.1. Villages Developer shall be entitled to use its Capital Charge Credits to obtain potable water services for parcels of the Property within the Project.

9.2. In addition to use of its Water Capital Charge Credits within the Project, Villages Developer shall be entitled to sell all or a portion of its Capital Charge Credits to the owner of a parcel of property located within the designated service area for the Regional Water Plant which the County will construct pursuant to Section 8.5.1, for use by such parcel to obtain water service by connecting water lines from such parcel to water lines located within the area depicted on the attached **Exhibit H** bounded by US Highway 441 on the east, CR 42 on the south, US Highway 301 on the west, and SE 147th Street/SE 147th Place on the north, which exhibit is incorporated herein by reference and identifies the anticipated designated service area for the Regional Water Plant.

9.3. Subject to the obligation set forth in Section 9.4 below, County shall, at its election, have the right to buy back Capital Charge Credits from Villages Developer if Villages Developer has provided written notice to County of Developer's intent to discontinue completion of the residential project on the Villages Developer Property contemplated under this Agreement.

9.4. Villages Developer shall, at its election, have the right to require County to buy back Capital Charge Credits from Villages Developer if Villages Developer has provided written notice to County of such election. Within thirty (30) days of County's receipt of written notice of Villages Developer's election, County shall pay to Villages Developer cash in the amount of the Capital Charge Credits whereupon Villages Developer shall deliver to County an instrument acceptable

to County in its reasonable discretion acknowledging that Villages Developer no longer owns the Capital Charge Credits sold back to County.

10. **Final PUD Master Plan.**

10.1. As previously noted in Recital F, the County Commission has not approved the Final PUD Master Plan. Villages Developer has now submitted a revised Final PUD Master Plan for the Property, a copy of which is shown on attached **Exhibit E**, which is incorporated herein by reference.

10.2. The Final PUD Master Plan shall depict that the eastern boundary of the townhouse portion of the Project contiguous to Marion County Tax Parcels Nos: 48344-000-00 and 48356-004-00, will have a minimum 50-foot setback, which includes a 30-foot Buffer within that setback, and the multifamily Residential Units immediately adjacent to the setback shall not exceed one story. The Buffer shall comply with the following: existing trees and vegetation shall be preserved to the maximum extent possible; no additional planting shall be required; a six-foot privacy fence shall be located within the western ten-feet of the Buffer; and the Buffer shall otherwise be a “no-touch” zone within which no improvements shall be constructed.

10.3. Paragraph 9 of the Conditions imposed by County in connection with the County’s February 1, 2022, adoption of Ordinance Number 22-04 (approving the PUD zoning for the Property) required Developer to provide a full access to SE 80th Avenue utilizing “one of the two historic flag-access points.” DDMM Developer has elected to provide the access by means of a road (the “Access Road”) through the approximately 40 foot wide northern flag-access point (the “Flag”) located on the DDMM Property. County approves such Access Road pursuant to the following provisions.

10.3.1. The Access Road will be constructed consistent with the design/sketch attached hereto as **Exhibit K** and incorporated herein by reference.

10.3.2. DDMM Developer shall grant County an easement for its water main and related utilities within the Flag. Such easement shall be exclusive of all other utilities. If, after County constructs its water main in such easement area, the water main breaks and damages the Access Road, DDMM Developer (or a homeowner’s association (“HOA”) established to maintain the commons areas within the developed portion of the DDMM Property within the vicinity of the Access Road) shall repair the Access Road; neither Developer nor the HOA shall be obligated to maintain the County water main or other facilities.

10.3.3. The Access Road will be built when the northern portion of the DDMM Property in the vicinity of Access Road is developed.

10.3.4. The alignment of the roads internal to the portion of the DDMM Property connecting to the Access Road shall provide a direct route to the Access Road. The internal roads may continue to be subdivision roads and such subdivision roads may have driveways.

10.4. DDMM Developer shall install, on the portion of the Flag adjacent to the residence on the parcel north of the Access Road (Tax Parcel ID # 47659-002-00), a 6-foot tall vinyl privacy fence, up to approximately 87 feet in length and beginning approximately 80 feet West of SE 80th Avenue, to screen such residence’s side and immediate rear yard.

11. **Stormwater Management - Western Outparcel.** Approximately nine hundred (900) feet south of the northwesterly corner of the Property is an outparcel with Marion County Tax Parcel ID Number 47670-000-00, approximately one (1) acre in size which fronts on 73rd Avenue and upon which there is constructed a residence owned by a third party (the “Outparcel”). With respect to this Outparcel,

DDMM Developer agrees that the buffering, sidewalk and stormwater management plans for development of the Property shall include design provisions to ensure that the stormwater management plan for the Property will not result in the impoundment of water on the Outparcel.

12. **Traffic Study.**

12.1. The Traffic Study has been: (a) prepared in accordance with a methodology agreed to by County, and (b) reviewed, approved and accepted by County. The Traffic Study evaluates long-term transportation needs within the agreed study area described therein. The Traffic Study projected impact on off-site public Transportation Facilities resulting from the development of the Project through full build-out of the Project, with a projected final build-out date of 2030.

12.2. The Traffic Study analyzed the impact of the following upon Transportation Facilities:

12.2.1. 770 multi-family (low-rise) dwelling units.

12.2.2. 53,000 square feet of shopping center (retail) development.

12.2.3. 744 single-family dwelling units.

13. **Deficient Facilities.**

13.1. The Traffic Study identified the following Transportation Facilities as having inadequate capacity prior to development of the Property (based on existing traffic or future background traffic before the impact of development of the Property):

13.1.1. No roadways.

13.1.2. The following intersections:

13.1.2.1. US 301 at CR 42.

13.1.2.2. US 441 at CR 42.

13.1.2.3. SE 80th Avenue at CR 42.

13.1.3. Under applicable law, Developer is not obligated to remedy the above identified Deficient Facilities.

13.2. The Traffic Study identified the following as Deficient Facilities based on Project traffic:

13.2.1. No roadways.

13.2.2. Intersections. As set forth on **Exhibit F** attached hereto and incorporated herein by reference (the "**Deficient Facilities Schedule**"), which depicts:

13.2.2.1. The Intersection that constitutes a Deficient Facility.

13.2.2.2. The nature of the deficiency and/or the cure to be implemented to resolve this deficiency.

13.2.2.3. The deadline for completion of construction of the Developer Transportation Facility to cure the deficiency.

13.2.2.4. Developer's Proportionate Share for such Deficient Facility.

14. **Developer Transportation Obligations.**

14.1. Developer shall construct the following Developer Transportation Improvements:

14.1.1. A main entrance servicing the Project from CR 42, and two (2) secondary access connections to the Property from the westerly boundary of the Property to SE 73rd Avenue ("**73rd Avenue**"), and an additional secondary access connection to the Property to SW 80th Avenue ("**80th Avenue**") (collectively the "**Entrance Improvements**").

14.1.2. The Spine Road.

14.1.3. The improvements to the Intersections (collectively the "**Intersection Improvements**") set forth on the Deficient Facilities Schedule.

14.2. Developer shall convey the following Developer ROW to County:

14.2.1. For possible future expansion of 73rd Avenue by the County, that portion of the Project lying within forty (40) feet of the western boundary of the east half of the southwest quarter of Section 20, Township 17S, Range 23E, and of the east half of the northwest quarter of Section 29, Township 17S, Range 23E, such property being contiguous to the portion of 73rd Avenue located adjacent to the westerly boundary of the Property, as shown on the Concept Plan; and

14.2.2. To the extent necessary for Developer to construct the Developer Transportation Improvements, that portion of the Project upon which the Developer Transportation Improvements are situated.

14.3. Developer's construction of the Intersection Improvements set forth on the Deficiency Facility Schedule shall constitute Developer's provision of all Proportionate Share Mitigation owed to County.

15. **Developer's Construction of Developer Transportation Improvements.**

15.1. Generally. Developer shall construct the Developer Transportation Improvements, at Developer's sole expense, but subject to receipt of Impact Fee Credits as set forth in this Agreement.

15.2. Design and Permitting.

15.2.1. Developer shall, at its sole cost and expense, design and permit the Developer Transportation Improvements.

15.2.2. Developer shall prepare and submit to County, and any Governmental Authority, including the Water Management District, the Plans for approval by County or such Governmental Authority, prior to commencing construction of the Developer Transportation Improvements.

15.2.3. Developer shall obtain all Permits necessary for the construction of the Developer Transportation Improvements. County consents to such Permits being in the name of County and/or Developer, and County shall cooperate with Developer in connection with the permitting process including amending any existing Water Management District permits for stormwater facilities which convey or retain stormwater from CR 42 or SE 73rd Avenue.

15.3. Schedule of Developer Transportation Improvements.

15.3.1. Developer shall construct the Entrance Improvements within the time frame set forth below:

15.3.1.1. The main entrance servicing the Project from CR 42 shall be completed prior to issuance of the first certificate of occupancy for the earlier of any multifamily Residential Unit or the commercial development fronting CR 42.

15.3.1.2. The southern secondary access connection from the Villages Developer Property to SE 73rd Avenue shall be completed prior to issuance of the fiftieth (50th) certificate of occupancy for any Residential Unit located south of this access connection.

15.3.1.3. The northern secondary access connection from the DDMM Developer Property to SE 73rd Avenue shall be completed prior to issuance of the one hundred and first (101st) certificate of occupancy for a single-family Residential Unit.

15.3.1.4. The secondary access connection from the DDMM Developer Property to 80th Avenue shall be completed prior to issuance of the one hundred and first (101st) certificate of occupancy for a single-family Residential Unit.

15.3.2. Developer shall construct the Spine Road within the time frame set forth below:

15.3.2.1. The portion of the Spine Road identified on the Spine Road Concept Plan attached hereto as **Exhibit G** ("Spine Road Concept Plan") and incorporated herein by reference, as Phase IA, shall be completed prior to issuance of the first certificate of occupancy for any Residential Unit.

15.3.2.2. The portions of the Spine Road identified on **Exhibit G**, as Phases 1A and 1B, shall be completed prior to issuance of the one hundred and first (101st) certificate of occupancy for any Residential Unit.

15.3.2.3. All of the Spine Road identified on **Exhibit G**, as Phases 1A, 1B, and 1C shall be completed prior to the earlier of (a) the issuance of the first certificate of occupancy for any single family Residential Unit or any commercial structure, or (b) the issuance of the 487th certificate of occupancy for a multi-family Residential Unit.

15.3.3. Developer shall construct the Intersection Improvements within the time frame set forth in the Deficient Facilities Schedule.

15.3.4. Each Developer Transportation Improvement shall be deemed "complete" when Developer's engineer that designed the respective Developer Transportation Improvement, or supervised its construction, certifies that the Developer Transportation Improvement has been completed in accordance with the approved Plans and Permits therefor and the County has approved the as-builts.

15.4. Conditions to Obligation to Construct Developer Transportation Improvements.

15.4.1. Developer's obligation to construct the Developer Transportation Improvements is conditioned upon the Project Engineer's determination that the conditions (individually, a "**ROW Condition**" and collectively, the "**ROW Conditions**") set forth in Sections

15.4.1.1 and 15.4.1.2 exists, or if Project Engineer makes a determination a ROW Condition does not exist, County's demonstration that the ROW Condition does exist:

15.4.1.1. Developer owns sufficient ROW for the portions of the Developer Transportation Improvements located on the Property (which will be conveyed by Developer to County pursuant to Section 16); and

15.4.1.2. County owns all ROW necessary for the portions of the Developer Transportation Improvements outside of the boundaries of the Property;

15.4.2. If the Project Engineer determines that that a ROW Condition does not exist, and County is not able to demonstrate that such ROW Conditions exists; and

15.4.2.1. County believes that any required ROW may be obtained by County within a period of one year and six months after the date of Developer's obligation to construct the Developer Transportation Improvement for which the ROW is required, County shall extend the time period for Developer to complete the Developer Transportation Improvements for which a ROW Condition does not exist by the time period necessary for County to acquire the necessary ROW but in no event more than one year and six months after the date of Developer's obligation to construct the Developer Transportation Improvement for which the ROW is required.

15.4.2.2. County does not believe the any required ROW may be obtained by County within a period of one year and six months after the date of Developer's obligation to construct the Developer Transportation Improvement for which the ROW is required, the parties will proceed under Section 15.4.3

15.4.3. If (a) the time period for Developer to complete Developer Improvements is extended by County under Section 15.4.2.1 expires before County causes the ROW Conditions to occur, or (b) the circumstances set forth in Section 15.4.2.2 exist, Developer's obligation to construct any Developer Transportation Improvements for which a ROW Condition has not occurred shall be deemed terminated. Such termination shall concern only portions of the Developer Transportation Improvements as to which a ROW Condition has not occurred, and Developer shall remain obligated to construct all such other portions of the Developer Transportation Improvements unless Developer and County determine, in the exercise of their reasonable discretion, that the construction of such other portions would not accomplish the public purpose for which they are planned, in light of the portions not being constructed. Developer shall nonetheless be entitled to Impact Fee Credits for any costs incurred by Developer in designing and permitting the portions of the Developer Transportation Improvements for which the ROW Condition has not occurred.

15.4.4. Notwithstanding Sections 15.4.2 and 15.4.3, Developer acknowledges that if ROW is required, it may take County one year and six months to acquire the ROW. Developer shall cause Project Engineer to determine whether the ROW Condition exists for the improvements in Rows 1 and 2 of **Exhibit F** in sufficient time for County to acquire the ROW and still permit Developer to construct such improvements without the necessity of an extension under Section 15.4.3. If Developer does not do so and as a result, County is unable to cause the ROW Condition to occur by the deadline for Developer to construct the improvements in such Rows, County may withhold further issuance of permits for the period of time that County was delayed by Developer in acquiring the ROW.

16. **Conveyance of Developer ROW.**

- 16.1. Developer shall convey to County the Developer ROW described in Section 14.2.1 within six (6) months after the Effective Date of this Agreement.
- 16.2. Within forty-five (45) days after Substantial Completion of the Developer Transportation Improvements, Developer shall provide to County “as-built” surveys for the completed Developer Transportation Improvements. Within forty-five (45) days thereafter, Developer shall convey to County any Developer ROW on real property owned by Developer and not currently owned by County.
- 16.3. The Developer ROW will be conveyed to County under threat of and in lieu of condemnation. Therefore, County and Developer believe no documentary excise taxes are due. If they are due, they shall be paid by County, together with any interest and penalties.
- 16.4. Such conveyance shall be pursuant to the Conveyance Standards.

17. Proportionate Share Mitigation.

17.1. Proportionate Share Mitigation.

- 17.1.1. As set forth in Section 13.2, the Traffic Study identified Intersections which are projected to constitute Deficient Facilities on the build-out of the Project in calendar year 2030 or other improvements necessary to benefit the County Transportation System.
- 17.1.2. Under the provisions of Sections 163.3180, Florida Statutes and Section 1.8.7.B.(2) of the County CMS, an acceptable method for Developer to mitigate transportation impacts is to pay or perform Proportionate Share Mitigation pursuant this Agreement.
- 17.1.3. Developer shall perform the following to provide such Proportionate Share Mitigation to County:
 - 17.1.3.1. Developer shall construct the improvements (the “**Developer Transportation Improvements**”) as set forth in the attached Deficient Facility Schedule.
 - 17.1.3.2. Developer shall convey Developer ROW pursuant to Section 16.
- 17.1.4. The Developer Transportation Improvements, and conveyance of Developer ROW, satisfy the requirements of Section 163.3180, Florida Statutes, and Section 1.8.7.B.(2) of the County CMS for Proportionate Share Mitigation.
- 17.1.5. Upon Developer’s performance of all Proportionate Share Mitigation required, it shall not be obligated to make any payments for Proportionate Share Mitigation.

17.2. Impact Fee Credits for Proportionate Share Mitigation. County acknowledges that, pursuant to the provisions of Section 163.3180(5)(2)(e), Florida Statutes, Developer is entitled to a credit for Proportionate Share Mitigation (regardless of whether paid in cash, by the performance of Developer Transportation Improvements, or by the conveyance of ROW) on a dollar-for-dollar basis against impact fees, mobility fees or other transportation concurrency mitigation requirements paid or payable following the Effective Date with respect to the Project. Therefore, Developer is entitled to Impact Fee Credits pursuant to Section 18.

18. Impact Fee Credits.

18.1. Generally.

- 18.1.1. Developer shall be entitled to credits (“**Impact Fee Credits**”) against the Impact Fee imposed by Section 10-322 of the County Impact Fee Ordinance pursuant to this Agreement and the following provisions of this Section 18.
- 18.1.2. This Agreement constitutes a “written impact fee credit agreement” pursuant to Section 10-323 of the County Impact Fee Ordinance.
- 18.2. Amount of Impact Fee Credits.
- 18.2.1. Developer performing the Proportionate Share Mitigation requirements set forth in Section 17.1.3 shall be entitled to Impact Fee Credits upon such performance.
- 18.2.2. Such Developer shall be entitled to Impact Fee Credits calculated as follows:
- 18.2.2.1. *Developer Transportation Improvements.* Developer shall be entitled to Impact Fee Credits only for the cost of the Developer Transportation Improvements set forth in rows 1, 2 and 5 of the attached **Exhibit F**, and not any other Developer Transportation Improvements. Such Impact Fee Credits shall be calculated based on the actual costs of design and construction pursuant to Section 10-323(d)(2) of the County Impact Fee Ordinance.
- 18.2.2.2. *Developer ROW.* Developer shall be entitled to Impact Fee Credits only for Developer ROW conveyed to County under 14.2.1, and not any other provision of this Agreement. Such Impact Fee Credits shall be calculated pursuant to Section 10-323(d)(1) of the County Impact Fee Ordinance.
- 18.3. Duration of Impact Fee Credits. Developer shall be entitled to the Impact Fee Credits arising under this Agreement for a period of twenty (20) years after the Effective Date of this Agreement. For purposes of this Section, the Impact Fee Credits shall be considered used on a first in, first out, basis.
- 18.4. Additional Requirements. In compliance with Section 10-323(f) of the County Impact Fee Ordinance, the following provisions shall apply:
- 18.4.1. All Developer Transportation Improvements or Developer ROW under this Agreement for which Developer is receiving Impact Fee Credits shall be construed and characterized as work done and property rights acquired by the County for the improvement of a road within the boundaries of a ROW, and County has the exclusive control of such construction or contributions (except to the extent they are to be performed by Developer hereunder) including whether or not they are subsequently transferred to another governmental entity.
- 18.4.2. Developer shall keep or provide for the retention of adequate records and supporting documentation which concern or reflect total cost of the Developer Transportation Improvements. Such information shall be available to County, or its duly authorized agent or representative for audit, inspection or copying for a minimum of 5 years from the termination or expiration of this Agreement.
- 18.4.3. Each Impact Fee Credit shall run with the land for which the Impact Fee is being assessed and shall be reduced by the entire amount of the Impact Fee due for each building permit or site plan approval issued thereon until the Project is either completed or all Impact Fee Credits are exhausted or no longer available.

- 18.4.4. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors in interest to Parties, including, without limitation, subsequent owners.
- 18.4.5. County shall conduct an annual review under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement, and shall, upon request of Developer, provide to Developer the amount of Impact Fee Credits applied toward payment of Impact Fees, and the balance of available and unused Impact Fee Credits.
- 18.4.6. County and Developer shall negotiate in good faith to modify or revoke this Agreement as is necessary to comply with relevant state or federal laws, if state or federal laws are enacted after execution of the Agreement which are applicable to and preclude the Parties' compliance with the terms of this Agreement.
- 18.4.7. This Agreement may be amended or cancelled by mutual consent of the parties or by their successors in interest. For purposes of the foregoing, any owner of a Parcel which has been fully developed as contemplated by this Agreement and for which all Impact Fees have been paid (either monetarily or by Impact Fee Credit) shall not be required to join in any subsequent amendment.
- 18.4.8. Developer shall cause this Agreement to be recorded in the Public Records of Marion County, Florida, within 14 days of the Effective Date thereof.
- 18.4.9. County will establish the time frame when the Impact Fee Credits become available on all future roadways contained on the County major road network. Such timeframe shall be based on when traffic volumes are expected to reach a level consistent with the classification of the road as a County collector or arterial road.
- 18.4.10. Except where this Agreement contains a different deadline, all Developer ROW shall be dedicated or conveyed to County no later than the time at which the Impact Fees are required to be paid under the County Impact Fee Ordinance. The portion of the Impact Fee represented by an Impact Fee Credit for construction of an Intersection Improvement shall be deemed paid when the Improvement is completed and accepted by the County for maintenance.
- 18.4.11. The Impact Fee Credits granted under this Agreement are for construction or contributions made to the major road network system to accommodate growth within the respected road construction district under the County Impact Fee Ordinance where the impact generating land development activity is located.
- 18.4.12. The Impact Fee Credits shall run with Developer and may be assigned to other developments, regardless of ownership, within the same road construction district under the County Impact Fee Ordinance.
- 18.4.13. As the Developer Transportation Improvements were not an integral part of the major road network system which was scheduled for construction in the five (5) year County TIP or any municipal CIP, this Agreement has been approved by a super-majority vote of the County Commission.

19. **Transportation Capacity Reservations.**

- 19.1. Reservation of Transportation Capacity. In consideration for Developer's obligations under this Agreement including, without limitation, those set forth in Section 17.1.3, and upon Developer's compliance with its obligations to pay any Transportation Capacity Reservation Fees (as defined

below) under Section 19.3.1.1, there shall be reserved in favor of Developer and for the benefit of the Property, Reserved Trips for the development program specified in Section 12.2 in the amount of 1,087 Trips.

19.1.1. A Developer may elect not to pay any, or the full amount owed for, Transportation Capacity Reservation Fees under Section 19.3.1.1, in which event such Developer shall only have Reserved Trips based upon the amount of the Transportation Capacity Reservation Fee paid by such Developer.

19.1.2. Notwithstanding the failure of one developer to pay the entire Transportation Capacity Reservation Fee under Section 19.3.1.1, the other Developer may pay the Transportation Capacity Reservation Fees for the development on its portion of the Property in which event such Developer shall have Reserved Trips for its portion of the Property.

19.1.3. For purposes of Sections 19.1.1 and 19.1.2, the anticipated uses depicted on the Final PUD Master Plan shall determine the location of the particular uses for which Transportation Capacity Reservation Fees shall be paid and for which Trips may be reserved.

19.2. Transportation Concurrency Determination. Upon a Developer's payment of Transportation Capacity Reservation Fees under Section 19.3.1.1, County will issue to Developer, for the benefit of such Developer, a concurrency determination in accordance with the procedures of County's CMS. The issuance of such concurrency determination shall not preclude County from pursuing remedies under other provisions of this Agreement (including Section 27) upon a default by a Developer hereunder.

19.3. Transportation Capacity Reservation Fees.

19.3.1. Pursuant to Section 1.8.6.E of the County CMS, capacity reservation fees ("**Transportation Capacity Reservation Fees**") are calculated pursuant to the County Impact Fee Ordinance and the payment for which is divided into two stages as follows:

19.3.1.1. 50% at Concurrency Approval.

19.3.1.2. 50% at the issuance of a Certificate of Occupancy for any building, or its equivalent.

19.3.2. Developer is entitled to a credit, against the Transportation Capacity Reservation Fee set forth in Section 19.3.1.1, for the cost of the Developer Transportation Improvements set forth in rows 1, 2 and 5 of the attached **Exhibit F** and the value of the Developer ROW to be conveyed by Developer under Section 14.2.1. Therefore, within sixty (60) days after the Effective Date of this Agreement, Developer shall provide to County good faith estimates of (a) the Impact Fees due on the 1,087 Trips reserved pursuant to Section 19.1; (b) the cost of the Developer Transportation Improvements set forth in rows 1, 2 and 5 of the attached **Exhibit F**; and (c) the value of the Developer ROW to be conveyed by Developer under Section 14.2.1. County shall review such estimates in its reasonable discretion and approve or revise such estimates by notice to Developer within sixty (60) days of its receipt of Developer's good faith estimates. Upon County's approval of such estimates, or revisions thereto, the amount owed by Developer under Section 19.3.1.1 shall be determined by subtracting, from 50% of the estimated Impact Fees (i.e., the amount due from Developer under Section 19.3.1.1), the total of (the estimated cost of the Developer Transportation Improvements set forth in rows 1, 2 and 5 of the attached **Exhibit F** plus the value of the Developer ROW to be conveyed by Developer under Section 14.2.1). If the estimated cost and value are in excess of the

amount due from Developer under Section 19.3.1.1, Developer shall not be required to pay any amount pursuant to Section 19.3.1.1. If the estimated cost and value are less than the amount due from Developer under Section 19.3.1.1, Developer shall pay the difference to County within thirty (30) days of the date of County's approval of the estimates. Nothing set forth herein shall relieve Developer from paying the amount owed under Section 19.3.1.2 (subject to available Impact Fee Credits under this Agreement). Notwithstanding anything herein to the contrary, this Section 19.3.2 shall be subject to Section 19.1.1 and 19.1.2.

19.4. Term of Reservation. The Reservation of Transportation Capacity granted to Developer by County in section 19.1 is for the benefit of the Property or any portion thereof shall have a term commencing on the Effective Date of this Agreement and ending on the expiration of the term of this Agreement under Section 28.1.

19.5. Equivalency Matrix.

19.5.1. Development uses within the Project may be adjusted (increased/decreased) subject to conformance with the Equivalency Matrix, a copy of which is attached hereto as **Exhibit J** and incorporated herein by reference, and the following provisions:

19.5.1.1. The Equivalency Matrix allows for land use conversions to ensure there is no net increase in development impacts to Transportation Facilities, without the requirement for a comprehensive plan amendment or additional traffic analysis.

19.5.1.2. The land use tradeoff mechanism referred to above applies to the entire Property.

19.5.2. In addition to the development uses within the Project that are expressly set forth in the Equivalency Matrix, other development uses permitted by the Property's land use designation and zoning, may be allowed, for purposes of the County CMS only², pursuant to the Equivalency Matrix if there is a Trip Generation Rate for such other uses under the Trip Generation Manual published by the Institute of Transportation Engineers.

19.5.3. Any time Developer uses the Equivalency Matrix or other provisions of this Section 19.5, Developer shall notify County in writing, and, upon request of Developer and acknowledgment by County that the use complies with the requirements of this Section 19.5, County shall acknowledge and confirm the remaining development uses and densities/intensities available for the Project under the Equivalency Matrix.

19.5.4. The provisions of this Section 19.5 only concern the application of the County CMS concerning development consistent with the Property's land use designation and zoning. As to any other development, Developer shall, notwithstanding this Section 19.5, remain obligated to amend the Property's land use designation or zoning, or to otherwise obtain new approvals, for the additional uses, to the extent required by the Comprehensive Plan or the County LDR.

20. **Environmental Impact Assessment**. Each Developer shall provide to County an environmental impact assessment in accordance with then-applicable environmental impact regulations contained in County's Land Development Code concerning development of its portion of the Project. In the event the impact assessment indicates any adverse environmental impact from development of the

² See Section 19.5.4 concerning limitations on use of Equivalency Matrix.

applicable portion Property, mitigation of the environmental impact shall be undertaken by the respective Developer in accordance with a mitigation plan approved by appropriate agencies.

21. **Stormwater Management System Design and Maintenance**. Each Developer shall, when developing its portion of the Property, design and construct the stormwater management system (including all stormwater retention areas, stormwater ponds, or other drainage structures or facilities) on its portion of the Property in accordance with all applicable state and local regulations including, without limitation, the regulations of County and the St. Johns River Water Management District. Each Developer shall thereafter maintain all stormwater management system improvements on its portion of the Property, unless otherwise agreed to in a separate written agreement between the respective Developers, in accordance with any applicable state or local regulations, laws, or rules. Each Developer's maintenance obligations with respect to the stormwater management system improvements may be assigned to and assumed by another Developer pursuant to a separate written agreement between the respective Developers, or may be otherwise assigned by Developer to a Property Owners' Association formed for the purpose of owning common elements or maintaining common elements related to the development of the Property.
22. **Water Conservation**. Developer shall promote water conservation throughout the Property through the following actions:
 - 22.1. Developer, or any subsequent developer of the Property, shall encourage the usage of high-efficiency, low-flow plumbing fixtures and appliances throughout the Property.
 - 22.2. Subject to Water Management District approval, Developer may use groundwater from the Property to irrigate within the boundaries of the Property until such time as treated wastewater or effluent is available from County, at which time Developer or any subsequent developer may alternatively use the treated wastewater or effluent for irrigation purposes.
23. **Force Majeure**.
 - 23.1. "Force Majeure" means causes that: (a) are beyond the reasonable control of a party (the "**Delayed Party**"); (b) the Delayed Party, despite its diligent, good faith efforts, is unable to overcome; and (c) consist solely of delays caused by any of the following: fire, flood, windstorm, sinkhole, unavailability of materials or equipment (provided that the Delayed Party demonstrates that such materials or equipment were ordered with sufficient lead time given known market conditions, and there are no commercially available alternative sources from which the materials or equipment can be procured at prices substantially equivalent to the prices of the original materials or equipment), equipment or fuel, declaration of hostilities, terrorist act, civil strife, strike, lock-out, labor dispute, epidemic, pandemic, archaeological excavation, act of God, act of public enemy, act of armed forces, war, riot, sabotage, blockage, embargo, earthquake, flood, fire, explosions, tornado or hurricane, unusual and unforeseen delays in actions, restrictions, requirements or mandates of governmental authorities, governmental restraints, or any other cause whether or not of the same kind as enumerated above, that is either: (a) not within the sole control of the Delayed Party and which be exercise of Due Diligence the Delayed Party is unable to overcome; or (b) that constitutes an excuse under Florida law based upon the doctrine of "impossibility of performance."
 - 23.2. If Developer is unable to timely perform its obligations under this Agreement, due to a Force Majeure, such delay shall be excused in the manner herein provided.
 - 23.3. If Developer is so delayed, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. Developer shall give written notice of the delay to County, which notice shall indicate the anticipated duration of the Force Majeure. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

24. **Acknowledgement Upon Completion.** Upon Developer's completion of the Developer Transportation Improvements or conveyance of Developer ROW, County shall execute and deliver to Developer a recordable instrument acknowledging such completion or conveyance. Such instrument may be executed by County Representative on behalf of County.
25. **Age Restrictions.** Developer does not currently contemplate development of any portion of the Property as an age-restricted community. If at a later date, Developer elects to develop some or all of the Property as age-restricted, such restriction must be approved by County's Board of County Commissioners, and if approved, the age-restricted portion of the Property will be exempt from school impact fees. Also, in the event development of some or all of the Property is developed as an age-restricted community, Developer shall have the right to submit a revised Traffic Impact Analysis for the project, to determine Developer's revised obligations regarding traffic concurrency.
26. **Minimum Requirements.** In the event any of the provisions of this Agreement restricting, limiting, or controlling development criteria for the Property are less than the minimum requirements of the County's Land Development Code at the time of the development of the Property (or any portion thereof) the then applicable requirements of County's Land Development Code shall be controlling and must be satisfied.
27. **Violations.** Any violation of this Agreement by Developer or any successor or assign to Developer of the Property, or any portion of the Property, or any successor or assign of Developer as to any of Developer's obligations under this Agreement, may result in the suspension, cancellation or termination of development orders and permits previously issued by County as to the applicable Developer and its portion of the Property only. Any suspension, cancellation or termination of any development order or permit shall occur in accordance with the following provisions:
- 27.1. Prior to exercise of its rights under this Section 27 regarding development orders or permits County shall provide written notice of the violation to Developer or Developer's successors and assigns (as applicable) and Developer shall have ninety (90) days after the effective date of the violation notice within which to cure the specified violation.
- 27.2. If within the ninety (90) day cure period specified immediately above, Developer has in good faith initiated reasonable actions to cure the violation, and the reasonable actions required to cure the violation require a time period extending beyond ninety (90) day cure period, the cure period shall be automatically extended through the reasonable time period required to complete a cure or remediation of the notified violation.
- 27.3. County's final exercise of its rights under this Section 27 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 Marion County, with notice of County's hearing of the same to be provided to Developer (or successors and assigns, if applicable) not less than ten (10) calendar days prior to the date of the County Commission's consideration of the action. At the Commission's consideration of the action Developer shall have reasonable opportunity to respond to County's notice of violation and to present information, testimony or other evidence in support of any request that County not exercise its rights under this Section 27.
28. **Information Required by the Act.** Pursuant to the provisions of Section 163.3227 of the Florida Statutes the following information is provided with respect to the Property and the proposed development of the Property:
- 28.1. **Duration.** The duration of this Agreement shall be thirty (30) years. In the event that the Act is hereafter amended to extend the maximum duration of development agreements approved under the Act, the duration of this Agreement shall be automatically extended so that it is consistent with the maximum duration permitted under the amended Act.

- 28.2. **Permitted Uses and Development Restrictions.** Permitted uses on the Property, or portions thereof, development restrictions with respect to the Property and portions thereof, and amendments of permitted uses or development restrictions shall be in accordance with the following provisions:
- 28.2.1. **Permitted Uses.** The Property shall be used in accordance with the approved PUD.
- 28.2.2. **Maximum Height.** The maximum height of improvements on the Property shall be as set forth in the approved PUD.
- 28.2.3. **Development Intensity.** Development intensity of the Property, in aggregate, shall be as set forth in the approved PUD.
- 28.2.4. **Uses May Change.** The previously stated uses, heights, and intensities represent Developer's currently proposed use of the Property, and may be changed by Developer pursuant to, or as required by, Developer's compliance with local laws pursuant to the Section 28.2.5.
- 28.2.5. **Relationship to Land Use and Zoning Classifications.** The restrictions on or provisions herein concerning the development of the Property or any portion thereof do not operate to supersede any applicable land use or zoning classification of the Property or any portion thereof under the County Code or the Comprehensive Plan of the County. The Property or any parcel thereof may only be developed in accordance with the applicable land use and zoning classifications of the parcel that may exist, or be amended from time to time, under the County Code, and the County Land Development Regulations, or the County Comprehensive Plan. Development of a parcel of the Property must be in accordance with that parcel's existing or modified land use designation and zoning classification (established by the County), and the restrictions contained within this Agreement. If a use for a parcel or portion thereof which is not listed herein is desired by Developer it must procure the modification of, as applicable, the land use designation or zoning classification of the parcel, or the modification of this Agreement.
- 28.2.6. **Public Facilities.** The public facilities that will service the Project, the entity which shall provide such public facilities, and the date of any new public facilities which must be constructed, are as follows:
- 28.2.6.1. **Potable Water.** Potable water services for the Property are available, with limitations, from the County. County presently has sufficient permitted and constructed capacity, unreserved, to comply with the potable water capacity guarantee which is contained in Section 8.5 of this Agreement as to part of the Property, and has initiated planning for construction of a new Water Treatment Plant on the Water Plant Parcel, which will provide County with the capacity to timely provide all water capacity required by the Project.
- 28.2.6.2. **Sanitary Sewer.** Sanitary sewer services for the Property are available from County. County presently has sufficient permitted and constructed capacity, unreserved, to provide sanitary sewer services for development of the Project.
- 28.2.6.3. **Educational Facilities.** Public education services for the Property are currently provided by the following schools, operated by the Marion County School District:

- 1). Elementary School – Harbor View Elementary School is located within 3.2 miles of the Property.
- 2). Middle School – Lake Weir Middle School is located within 5 miles of the Property.
- 3). High School – Belleview High School is located within 10 miles of the Property.

28.2.6.4. **Recreational Facilities.** The Property is served by recreational facilities owned by County, Carny Island Park, located approximately 9.5 miles east of the Property, at 13275 SE 115th Avenue, Ocklawaha, Florida.

28.2.6.5. **Health Systems and Facilities.** Ocala Regional Medical Center and Munroe Regional Medical Center operate general community hospitals which serve the Property, both located approximately 16.8 miles from the Property at 1500 SW 1st Avenue, Ocala, Florida. Ocala Regional Medical Center also operates West Marion Community Hospital, located approximately 22 miles from the Property at 4600 SW 46th Court, Ocala, Florida.

28.3. **Local Development Permits.**

28.3.1. **Villages Developer Property.** The local development permits approved or needed to be approved for the development of the Villages Developer Property in accordance with the provisions of this Agreement, and the status of each such permit or approval, are as follows:

PERMITS/APPROVALS ³	STATUS
PUD Approval	Issued
Final PUD Master Plan	Pending ⁴
Water Management District Environmental Resource Permit (Stormwater)	TBAF ⁵
FDEP Permit – extension of County Water Facilities and on-site distribution system	
FDEP Permit – extension of County wastewater system and on-site wastewater collection system	TBAF
County – Major Site Plan approval	TBAF
County – Offsite Improvement Plan approval	TBAF

28.3.2. **DDMM Developer Property.** The local development permits approved or needed to be approved for the development of the DDMM Property in accordance with the provisions of this Agreement, and the status of each such permit or approval, are as follows:

PERMITS/APPROVALS	STATUS
PUD Approval	Issued
Final PUD Master Plan	TBAF
Water Management District Environmental Resource Permit (Stormwater)	TBAF

³ Some of the Permits or Approvals identified herein may be issued multiple times as portions of the Property are developed.

⁴ To be issued upon approval of this Agreement.

⁵ "TBAF" stands for "To be applied for."

FDEP Permit – extension of County Water Facilities and on-site distribution system	
FDEP Permit – extension of County wastewater system and on-site wastewater collection system	TBAF
County – Major Site Plan approval for multi-family units	TBAF
County – Offsite Improvement Plan approval	TBAF
County – Preliminary Plat and Subdivision Improvement Plan approval for single-family units	TBAF
County – Plat approval for single-family units	TBAF

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

28.3.4. **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 Developer and described in this Agreement, provided that such conditions, terms or restrictions shall not be in contravention with the terms of this Agreement.

29. **Effective Date.** This Agreement shall become effective upon completion of its execution by all parties, and the recordation of the executed Agreement in the Public Records of Marion County, Florida. Notwithstanding the foregoing:

29.1. The parties shall be obligated to perform any obligations hereunder that are required before such effective date; and

29.2. 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 the requirements of the Act.

30. **General Provisions.**

30.1. **Notices.**

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

30.1.1.1. If to County: Marion County, Florida
Attn: County Administrator
601 SE 25th Avenue
Ocala, FL 34471
Email: Mounir.bouyounes@marionfl.org

With a copy to: Marion County Attorney
601 SE 25th Avenue

Ocala, FL 34471
Email: matthew.minter@marionfl.org

And: Marion County Growth Services Department
Attn.: Director
2631 SE 3rd Street
Ocala, FL 34471-9101
Email: chuck.Varadin@marionfl.org

30.1.1.2. If to DDMM Developer: DDMM Villages, LLC
Attn: Digvijay Gaekwad
11980 SE 22nd Avenue Road
Ocala, FL 34480
Email: danny@ndsusallc.com

With a copy to: W. James Gooding III, Esq.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471
Email: jgooding@lawyersocala.com

And Holland & Knight LLP
Attn: Austin Thacker
200 South Orange Avenue, Suite 2600
Orlando, FL 32801
Email: Austin.thacker@hklaw.com

30.1.1.3. If to Villages Developer: Villages of Marion County GP, LLC
c/o Robert L. Stark Enterprises, Inc.
Attn: General Counsel
629 Euclid Avenue, Suite 1300
Cleveland, Ohio 44114
Email: scoven@starkenterprises.com

With a copy to: Robert L. Stark Enterprises, Inc.
Attn: Legal Department
629 Euclid Avenue, Suite 1300
Cleveland, Ohio 44114
Email: legal@starkenterprises.com

30.1.1.4. If to Developer, notice shall be delivered to both DDMM Developer and Villages Developer pursuant to Sections 30.1.1.2 and 30.1.1.3.

30.1.2. Each such Communication shall be deemed delivered:

30.1.2.1. On the date of delivery if by personal delivery;

30.1.2.2. On the date of email transmission if by email (subject to Section 30.1.5); and

30.1.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

30.1.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

- 30.1.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
- 30.1.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 30.1.5. Concerning Communications sent by email:
- 30.1.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received;
- 30.1.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns;
- 30.1.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
- 30.1.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
- 30.1.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.
- 30.2. **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 appellate or post-judgment proceeding related thereto.
- 30.3. **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 parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.
- 30.4. **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. Provided, however, if the amendment affects only the Villages Developer Property or the DDMM Developer Property, the owner of the property affected shall be the only party obligated to enter into the amendment.
- 30.5. **Severability.** In the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.
- 30.6. **Successors and Assigns.** All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.

- 30.7. **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.
- 30.8. **Consistency**. The development permitted under the terms of this Agreement is consistent with the County's Comprehensive Plan and Land Development Regulations.
- 30.9. **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.

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

**SEE ATTACHED SEPARATE
SIGNATURE PAGES OF
DDMM VILLAGES, LLC; VILLAGES
OF MARION COUNTY GP, LLC;
AND MARION COUNTY**

SIGNATURE PAGE OF DDMM VILLAGES, LLC

DDMM VILLAGES, LLC, a Florida limited liability company

By: _____

DIGVIJAY GAEKWAD

Title: Manager

Date: _____

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Digvijay Gaekwad, as Manager for DDMM VILLAGES, LLC, a Florida limited liability company.

Notary Public, State of Florida

Name: _____
(Please print or type)

Commission Number: _____

Commission Expires: _____

Notary: Check one of the following:

___ Personally known OR

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

Type of Identification Produced: _____

SIGNATURE PAGE OF DIGVIJAY GAEKWAD

DIGVIJAY GAEKWAD

Date: _____

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Digvijay Gaekwad.

Notary Public, State of Florida

Name: _____

(Please print or type)

Commission Number: _____

Commission Expires: _____

Notary: Check one of the following:

Personally known OR

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

Type of Identification Produced: _____

SIGNATURE PAGE OF VILLAGES OF MARION COUNTY GP, LLC

VILLAGES OF MARION COUNTY GP, LLC, a Florida limited liability company

By: _____

Brian Midlik

Title: Vice President

Date: _____

STATE OF OHIO
COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Brian Midlik, as Vice President for VILLAGES OF MARION COUNTY GP, LLC, a Florida limited liability company.

Notary Public, State of Ohio

Name: _____

(Please print or type)

Commission Number: _____

Commission Expires: _____

Notary: Check one of the following:

___ Personally known OR

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

Type of Identification Produced: _____

SIGNATURE PAGE OF MARION COUNTY

COUNTY

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

By: _____
Michelle Stone as Chair

ATTEST:

Gregory C. Harrell, Clerk of Court and Comptroller

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

Matthew Guy Minter, County Attorney

SCHEDULE OF EXHIBITS

EXHIBIT	REFERENCE	DESCRIPTION
A	Recital R	DDMM Developer Property
B	Recital R	Villages Developer Property
C	3.4	Concept Plan
D	3.40	Water Plant Parcel
E	10.1	PUD Master Plan
F	13.2.2	Deficient Facilities Table
G	15.3.2.1	Spine Road Concept Plan
H	9.2	Villages Developer Water Capital Charge – Area Eligible for Sale of Credits
I	3.10	Conveyance Standards
J	19.5.1	Equivalency Matrix
K	10.3.1	Access to SE 80th Avenue

**EXHIBIT A
DDMM DEVELOPER PROPERTY**

DDMM PROPERTY

PARCEL A:

THE SOUTH 3/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 23 EAST, LESS THE WEST 1/4 THEREOF LYING SOUTH OF RAILROAD RIGHT OF WAY AND LESS THE NORTH 210 FEET OF THE SOUTH 420 FEET OF THE WEST 210 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 THEREOF, MARION COUNTY, FLORIDA.

AND

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST, AND THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST; LESS THE WEST 9 ACRES THEREOF, MARION COUNTY, FLORIDA.

AND ALSO:

THE WEST 440 FEET OF THE NORTH 3/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST; LESS THE NORTH 210 FEET OF THE WEST 210 FEET OF THE NE 1/4 OF THE NW 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA.

LESS & EXCEPT:

PARCEL 11:

THAT PART OF THE SOUTH 1/2 OF THE EAST 3/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF THE SOUTH 1/2 OF THE EAST 3/4 OF THE NORTHEAST 1/4 OF SECTION 20, RUN THENCE S. 00° 00' 45" W. ALONG THE WEST LINE THEREOF 337.78 FEET TO THE NORTH LINE OF THE SOUTH 990.00 FEET OF THE SAID NE 1/4; THENCE S 89° 55' 01" E. PARALLEL WITH THE SOUTH LINE OF THE SAID NE 1/4 A DISTANCE OF 1989.63 FEET TO THE EAST LINE OF SAID NE 1/4; THENCE N. 00° 04' 03" W. ALONG THE EAST LINE OF THE SAID NE 1/4 A DISTANCE OF 40.00 FEET; THENCE N. 89° 55' 01" W. ALONG THE NORTH LINE OF THE SOUTH 1030.00 FEET OF THE SAID NE 1/4 A DISTANCE OF 1127.00 FEET; THENCE N. 00° 04' 03" W. 298.15 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SAID NE 1/4; THENCE N. 89° 56' 31" W. ALONG THE NORTH LINE THEREOF 826.31 FEET TO THE POINT OF BEGINNING. LESS THE RIGHT OF WAY FOR S.E. 80TH AVENUE.

ALSO LESS & EXCEPT:

PARCEL 7:

THE EAST 1127.00 FEET OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY FLORIDA, LYING SOUTHERLY OF RAILROAD RIGHT OF WAY; LESS THE SOUTH 1030.00 FEET THEREOF; AND LESS RIGHT OF WAY FOR S.E. 80TH AVENUE.

ALSO LESS & EXCEPT:

FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, THENCE RUN S. 00° 04' 03" E. A DISTANCE OF 337.78 FEET TO THE POINT OF BEGINNING; THENCE RUN S. 00° 04' 03" E. FOR 584.00 FEET; THENCE WESTERLY IN A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 FOR 749.00 FEET; THENCE NORTHERLY IN A LINE PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 FOR 584.00 FEET; THENCE EASTERLY TO THE POINT OF BEGINNING. LESS THE RIGHT OF WAY FOR S.E. 80TH AVENUE.

ALSO LESS & EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, RUN S. 00° 04' 03" E. ALONG THE EAST LINE OF THE SE 1/4 OF THE NE 1/4 OF THE SAID SECTION 20, A DISTANCE OF 962.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00° 04' 03" E. ALONG THE SAID EAST LINE, A DISTANCE OF 366.26 FEET TO THE NORTHEAST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 20; THENCE S. 00° 08' 29" E. ALONG THE EAST LINE OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 20 A DISTANCE OF 275.75 FEET; THENCE N. 89° 56' 06" W. DEPARTING FROM SAID EAST LINE PARALLEL WITH

THE NORTH LINE OF THE SOUTH 1/2 OF THE NE 1/4 OF SAID SECTION 20 A DISTANCE OF 749.00 FEET; THENCE N. 00° 04' 03" W. PARALLEL WITH THE WEST LINE OF THE NE 1/4 OF SAID SECTION 20, A DISTANCE OF 642.00 FEET; THENCE S 89° 56' 06" E. A DISTANCE OF 748.84 FEET TO THE POINT OF BEGINNING. LESS THE RIGHT OF WAY FOR S.E. 80TH AVENUE.

ALSO LESS & EXCEPT:

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED LAND:

BEGINNING AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 23 EAST; THENCE RUN S 00° 08' 29" E. ALONG THE EAST LINE OF SAID SE 1/4 275.75 FEET; THENCE N. 89° 56' 06" W. 749.00 FEET; THENCE N. 00° 04' 03" W. 276.07 FEET TO THE NORTH LINE OF THE AFOREMENTIONED SE 1/4; THENCE ALONG SAID NORTH LINE S. 89° 55' 01" E. 748.28 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

THE EAST 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, EXCEPT THE SOUTH 66 FEET THEREOF.

ALSO LESS AND EXCEPT:

THE WEST 1/2 OF THE WEST 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, EXCEPT THE SOUTH 66 FEET THEREOF.

PARCEL B:

THE W 1/2 OF THE N 1/2 OF THE E 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA.

AND

THE E 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, EXCEPT THE W 1/2 OF THE N 1/2 OF THE E 1/2 OF THE SW 1/4 OF THE NE 1/4 AND EXCEPT 210 FEET SQUARE IN THE SW CORNER OF THE E 1/2 OF THE SW 1/4 OF THE NE 1/4 AND EXCEPT THE EAST 27 FEET OF THE WEST 237 FEET OF THE SOUTH 210 FEET; AND EXCEPT THAT PORTION LYING WITHIN THE RIGHT OF WAY OF STATE ROAD 42.

LESS AND EXCEPT THE VILLAGES DEVELOPER PROPERTY

GAEKWAD PROPERTY

PARCEL 1:

THE SOUTH 210 FEET OF THE WEST 210 FEET OF THE EAST 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA.

PARCEL 2:

THE EAST 27 FEET OF THE WEST 237 FEET OF THE SOUTH 210 FEET OF THE EAST 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION LYING WITHIN THE RIGHT OF WAY OF STATE ROAD 42.

**EXHIBIT B
VILLAGES DEVELOPER PROPERTY**

A PORTION OF SECTIONS 20 AND 29, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE ALONG THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29, S.00°00'37"W., 1,301.19 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 42; THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID NORTHERLY RIGHT OF WAY LINE, S.89°56'30"W., 100.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, N.00°00'37"E., 1,306.11 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 56°25'41", AND A CHORD BEARING AND DISTANCE OF N.28°12'14"W., 312.03 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 325.00 FEET TO THE END OF SAID CURVE; THENCE S.89°56'30"W., 418.92 FEET; THENCE S.00°03'14"W., 277.38 FEET TO THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE ALONG SAID SOUTH BOUNDARY, N.89°49'16"W., 666.70 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29, N.00°07'58"E., 330.80 FEET TO THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH BOUNDARY, N.89°47'07"W., 1,323.76 FEET TO THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG SAID WEST BOUNDARY, N.00°07'27"E., 782.31 FEET TO THE SOUTH BOUNDARY OF THE NORTH 210 FEET OF THE WEST 210 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH BOUNDARY, S.89°47'19"E., 209.95 FEET TO THE EAST BOUNDARY OF THE NORTH 210 FEET OF THE WEST 210 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG SAID EAST BOUNDARY, N.00°07'54"E., 209.86 FEET TO THE NORTH BOUNDARY OF THE NORTH 210 FEET OF THE WEST 210 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID NORTH BOUNDARY, N.89°39'08"W., 210.08 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, N.00°04'51"E., 724.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF S.44°55'09"E., 70.71 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY; THENCE S.89°55'09"E., 625.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 18°30'29", AND A CHORD BEARING AND DISTANCE OF S.80°39'55"E., 238.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 239.04 FEET TO A POINT OF TANGENCY; THENCE S.71°24'41"E., 58.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 85°47'49", AND A CHORD BEARING AND DISTANCE OF N.65°41'25"E., 68.07 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 74.87 FEET TO A POINT OF TANGENCY; THENCE S.67°12'30"E., 80.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,098.00 FEET, A CENTRAL ANGLE OF 02°04'00", AND A CHORD BEARING AND DISTANCE OF S.21°45'30"W., 39.60 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.60 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 92°08'11", AND A CHORD BEARING AND DISTANCE OF S.25°20'35"E., 36.01 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.20 FEET TO A POINT OF TANGENCY; THENCE S.71°24'41"E., 45.53 FEET TO A POINT

OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 46°47'48", AND A CHORD BEARING AND DISTANCE OF N.85°11'26"E., 325.64 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 334.87 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 815.00 FEET, A CENTRAL ANGLE OF 28°11'43", AND A CHORD BEARING AND DISTANCE OF N.75°53'23"E., 397.03 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 401.06 FEET TO A POINT OF TANGENCY; THENCE N.89°59'15"E., 798.30 FEET TO THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE ALONG SAID WEST BOUNDARY S.00°00'45"E., 594.91 FEET TO THE NORTH BOUNDARY OF THE SOUTH 66.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID NORTH BOUNDARY, S.89°54'12"E., 1,330.33 FEET TO THE EAST BOUNDARY OF SAID SECTION 20; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID EAST BOUNDARY, S.00°05'18"E., 66.01 FEET TO THE NORTHEAST CORNER OF SAID SECTION 29; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE NORTH BOUNDARY OF SAID SECTION 29, N.89°54'18"W., 1,330.51 FEET TO THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29, S.00°00'28"W., 1,325.17 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 110.22 ACRES, MORE OR LESS.

**EXHIBIT C
CONCEPT PLAN**

See attached

UTOPIA P.U.D.
CONCEPT PLAN
MARION COUNTY, FLORIDA

PROVISIONS

1. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE UTOPIA P.U.D. AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.
2. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE MARION COUNTY ZONING ORDINANCE AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.
3. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE MARION COUNTY SUBDIVISION AND PLAT ACT AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.
4. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE MARION COUNTY DEED ACT AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.
5. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE MARION COUNTY RECORDS ACT AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.
6. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE MARION COUNTY RECORDS ACT AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.
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9. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE MARION COUNTY RECORDS ACT AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.
10. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE MARION COUNTY RECORDS ACT AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.

LEGAL DESCRIPTION

SECTION 17-1, MARION COUNTY, FLORIDA, BEING PART OF THE UTOPIA P.U.D. AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 17-1, MARION COUNTY, FLORIDA, BEING PART OF THE UTOPIA P.U.D. AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 17-1, MARION COUNTY, FLORIDA, BEING PART OF THE UTOPIA P.U.D. AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SURVEY NOTES

1. THE SURVEY WAS CONDUCTED ON 08/11/2010 BY THE MARION COUNTY ENGINEER.
2. THE SURVEY WAS CONDUCTED ON 08/11/2010 BY THE MARION COUNTY ENGINEER.
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9. THE SURVEY WAS CONDUCTED ON 08/11/2010 BY THE MARION COUNTY ENGINEER.
10. THE SURVEY WAS CONDUCTED ON 08/11/2010 BY THE MARION COUNTY ENGINEER.

GENERAL NOTES

1. THE PROJECT SHALL BE CONFORMANT WITH THE PROVISIONS OF THE UTOPIA P.U.D. AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.
2. THE PROJECT SHALL BE CONFORMANT WITH THE MARION COUNTY ZONING ORDINANCE AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.
3. THE PROJECT SHALL BE CONFORMANT WITH THE MARION COUNTY SUBDIVISION AND PLAT ACT AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.
4. THE PROJECT SHALL BE CONFORMANT WITH THE MARION COUNTY DEED ACT AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.
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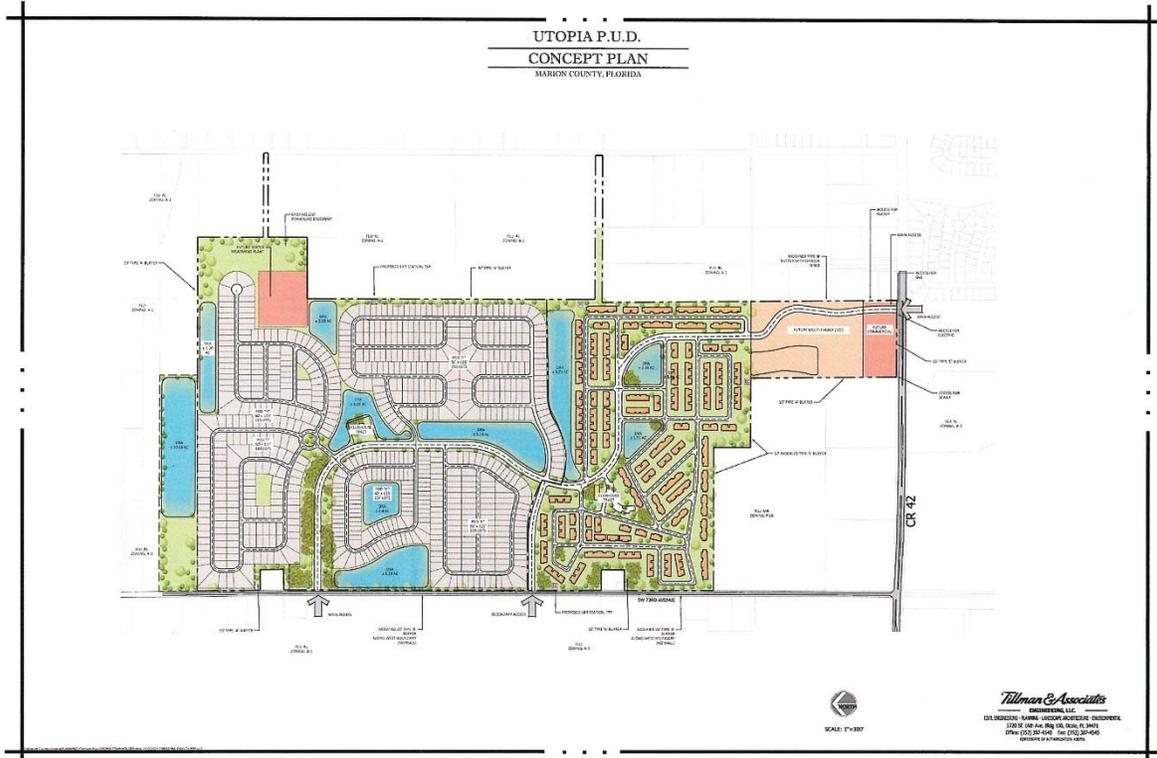
VENUE PLAN

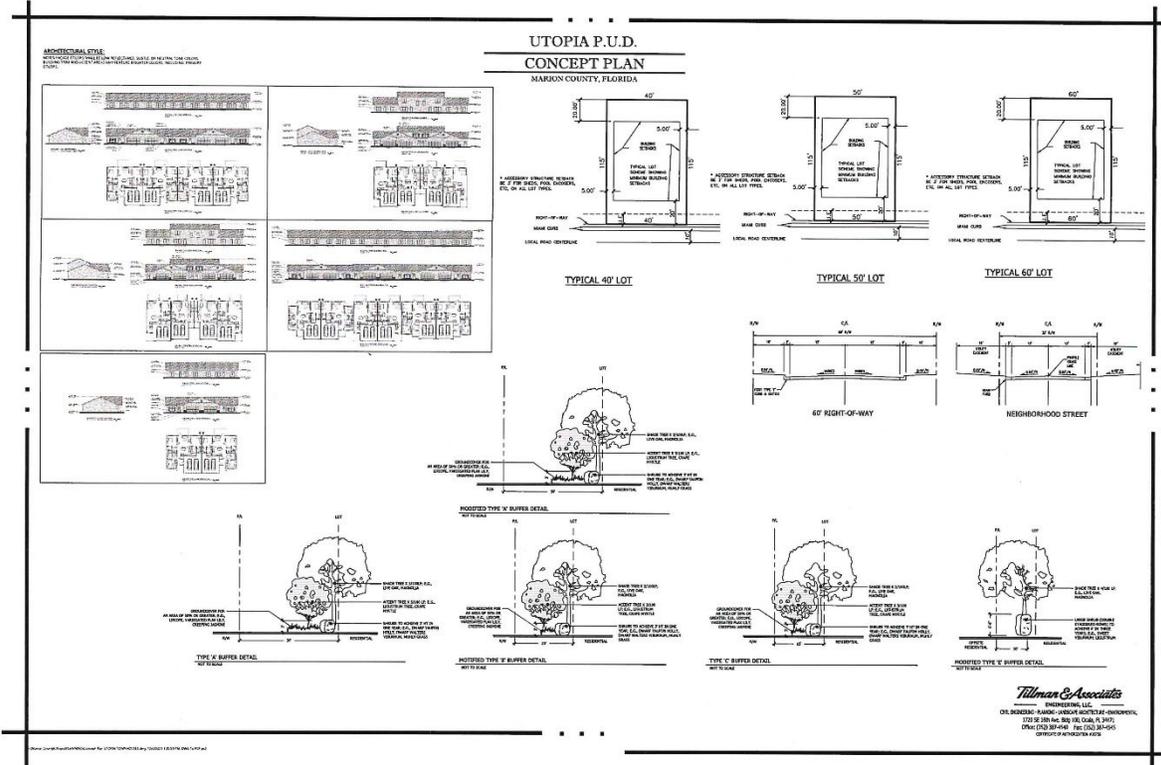
GENERAL NOTES

1. THE PROJECT SHALL BE CONFORMANT WITH THE PROVISIONS OF THE UTOPIA P.U.D. AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.
2. THE PROJECT SHALL BE CONFORMANT WITH THE MARION COUNTY ZONING ORDINANCE AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.
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4. THE PROJECT SHALL BE CONFORMANT WITH THE MARION COUNTY DEED ACT AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.
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9. THE PROJECT SHALL BE CONFORMANT WITH THE MARION COUNTY RECORDS ACT AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.
10. THE PROJECT SHALL BE CONFORMANT WITH THE MARION COUNTY RECORDS ACT AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON 08/11/2010.

NO.	DESCRIPTION	AREA (SQ. FT.)	AREA (ACRES)
1	PROPOSED DEVELOPMENT	100,000	2.28
2	EXISTING DEVELOPMENT	50,000	1.14
3	TOTAL	150,000	3.42

Tilman & Associates
 ENGINEERS, ARCHITECTS, PLANNERS
 1000 N. W. 10th St., Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (954) 344-1111 Fax: (954) 344-1112





**EXHIBIT D
WATER PLANT PARCEL**

LEGAL DESCRIPTION: - WATER TREATMENT PLANT

SHEET 1 OF 2

A PARCEL OF LAND LYING WITHIN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF AFORESAID SOUTH 1/2 OF NORTHEAST 1/4; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°51'29"W A DISTANCE OF 1110.15 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF PROGRESS ENERGY TRANSMISSION LINE EASEMENT PER FINAL JUDGMENT RECORDED IN BOOK 9, PAGE 1, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE CONTINUE N89°51'29"W ALONG SAID SOUTH LINE OF SOUTH 1/2 OF NORTHEAST 1/4 A DISTANCE OF 434.68 FEET; THENCE PARALLEL WITH AFORESAID WEST BOUNDARY OF PROGRESS ENERGY TRANSMISSION LINE EASEMENT RUN N00°21'38"W A DISTANCE OF 501.07 FEET; THENCE PARALLEL WITH AFORESAID SOUTH LINE OF SOUTH 1/2 OF NORTHEAST 1/4 RUN S89°51'29"E A DISTANCE OF 434.68 FEET TO AFORESAID WEST BOUNDARY OF PROGRESS ENERGY TRANSMISSION LINE EASEMENT; THENCE ALONG SAID WEST BOUNDARY RUN S00°21'38"E A DISTANCE OF 501.07 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: - 40' ACCESS AND UTILITIES EASEMENT

A STRIP OF LAND FORTY (40) FEET WIDE LYING WITHIN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA; THENCE RUN S00°00'30"E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 921.78 FEET TO THE SOUTH BOUNDARY OF PROPERTY DESCRIBED IN O.R. BOOK 2284, PAGE 559, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH BOUNDARY RUN N89°53'02"W, 778.63 FEET; THENCE S77°53'09"W, 201.51 FEET; THENCE N89°49'57"W, 136.72 FEET TO THE WEST BOUNDARY OF PROGRESS ENERGY TRANSMISSION LINE EASEMENT PER FINAL JUDGMENT RECORDED IN BOOK 9, PAGE 1, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID WEST BOUNDARY RUN S00°21'38"E, 40.00 FEET; THENCE DEPARTING SAID WEST BOUNDARY RUN S89°49'57"E, 140.60 FEET; THENCE N77°53'09"E, 201.53 FEET; THENCE S89°53'02"E, 774.49 FEET TO THE AFORESAID EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN N00°00'30"W, 40.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. LESS R/W FOR S.E. 80TH AVENUE ACROSS THE EAST SIDE THEREOF.

EXHIBIT F
DEFICIENT FACILITIES AND PROPORTIONATE SHARE MITIGATION

	Intersection	Deficiency/ Cure	Deadline for Completion of Construction
1.	SE 73rd Avenue at CR 42	Signalization Required	Earlier of issuance of certificates of occupancy for: the 553rd multi-family dwelling units (72% of the 770 units); or for development that generates 261 Trips (24% of the total 1087 Trips) on the Property calculated using the Equivalency Matrix
2.	SE 73rd Avenue and CR 42	Extend storage length of east bound turn lane by 55 feet	Earlier of: when traffic signal at intersection is warranted; or issuance of certificates of occupancy for the 553rd multi-family dwelling units (72% of the 770 units)
3.	CR 42 at Project Entrance	Construct 290 foot east bound left turn lane on CR 42 at Project entrance	Prior to issuance of certificates of occupancy for the 250 th multi-family dwelling unit
4.	CR 42 at Project Entrance	Construct 240 foot west bound right turn bay	Prior to issuance of certificates of occupancy for the 250 th multi-family dwelling unit
5.	CR 42 at SE 73rd Avenue	Construct 340 foot west bound right turn bay	Prior to issuance of certificate of occupancy for the 308th multi-family dwelling unit

EXHIBIT G SPINE ROAD CONCEPT PLAN

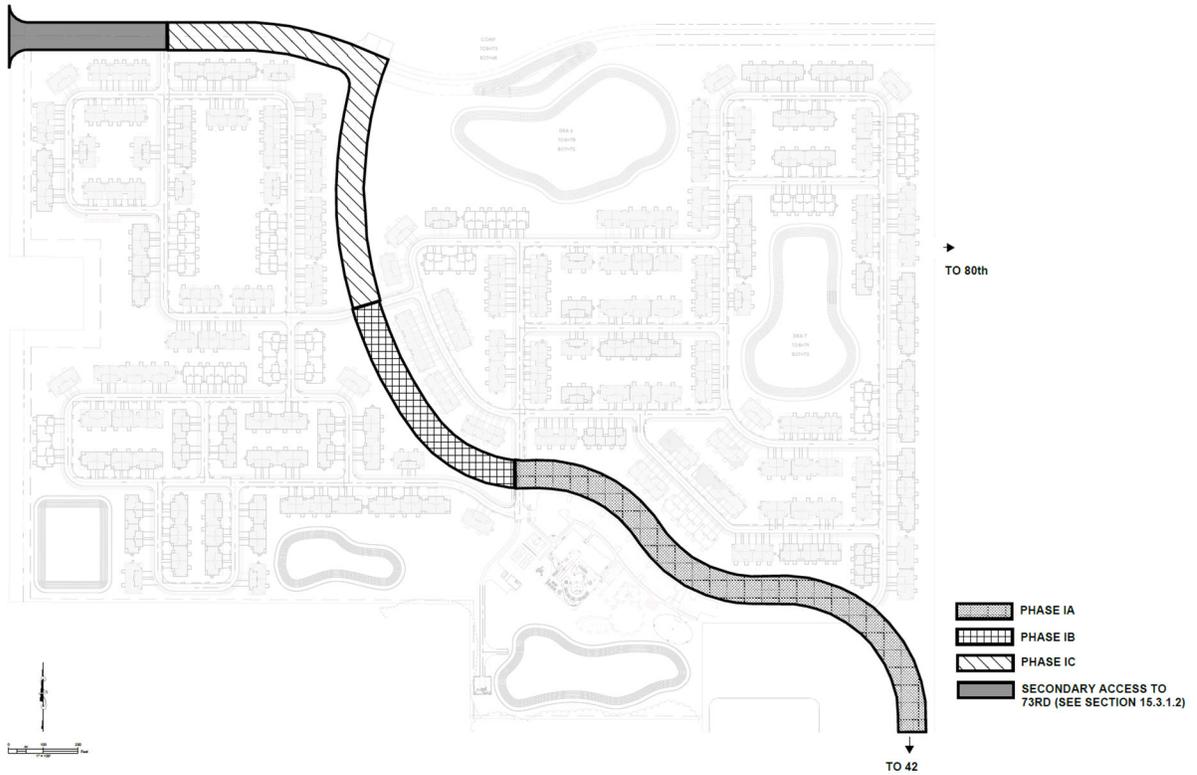
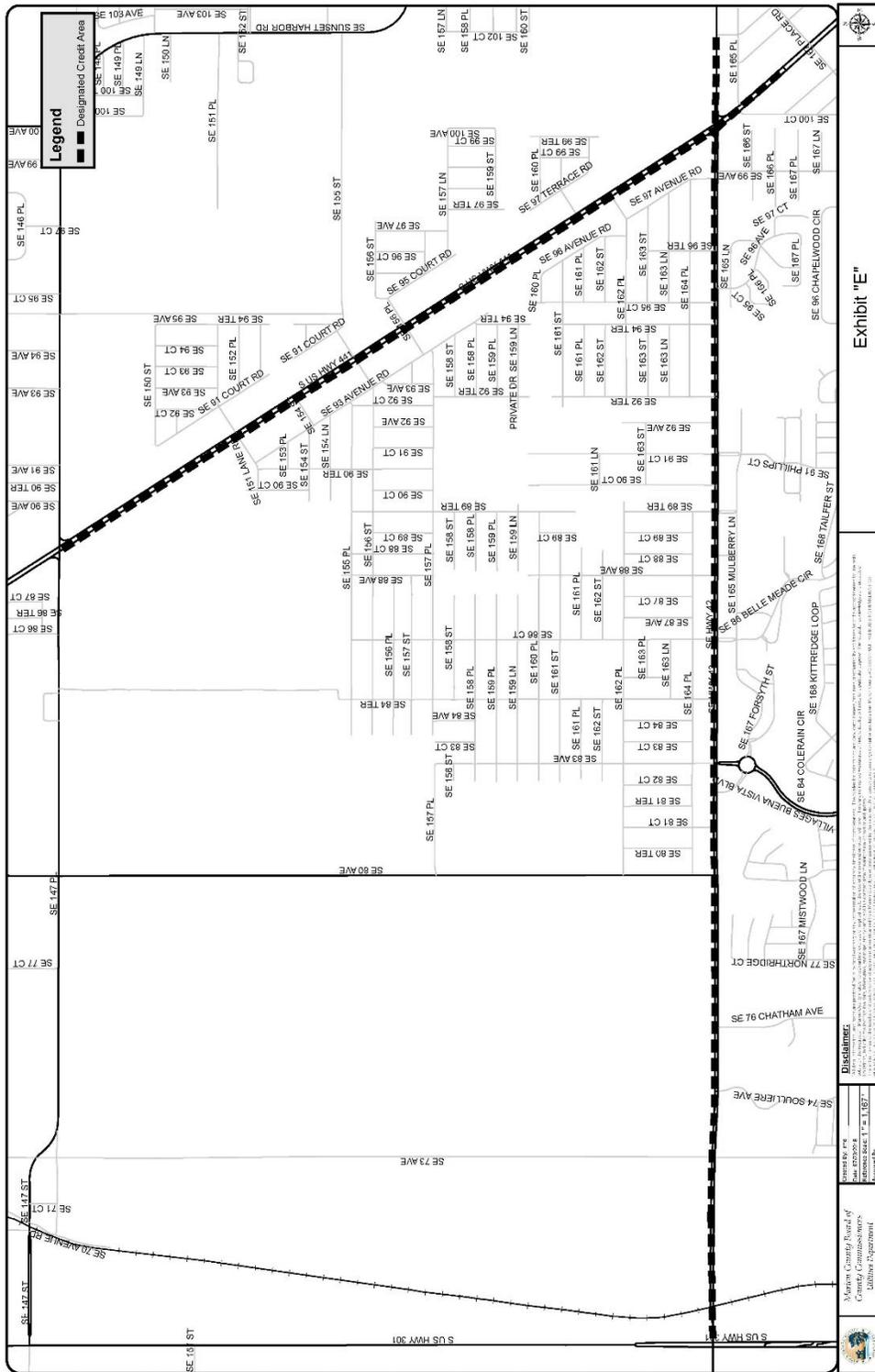


EXHIBIT H
VILLAGES WATER CAPITAL CHARGE – AREA ELIGIBLE FOR SALE OF CREDITS
 See Section 9.2 for Eligible Portions of This Map



**EXHIBIT I
CONVEYANCE STANDARDS**

All conveyances of title to ROW (whether in fee simple or by grants of easements) which are required under the terms of this Agreement shall be made in accordance with the following Conveyance Standards:

1. The conveying party ("Conveying Party") shall convey fee simple title ROW by Special Warranty Deed.
2. Unless otherwise specifically provided in this Agreement, fee simple 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. The Conveying Party shall have prepared, at its expense, a survey or a sketch and legal description of each parcel to be conveyed or each parcel for which an easement is to be granted, sealed and signed by a licensed Florida surveyor and certified to the grantor and the grantee in the conveyance or grant.
4. As to all conveyances of fee simple title or grants of easements, the Conveying Party 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 First American Title Insurance Company.
 - 4.2. The amount of the title insurance policies shall be determined by utilizing the per square foot value of the real property, according to the most recent assessment by the Marion County Property Appraiser, multiplied by the square feet of the parcel.
 - 4.3. The Conveying Party shall provide, at its expense, 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.
5. Except as to conveyances that this Agreement expressly provides are in lieu of condemnation (and therefore exempt from the payment of documentary excise taxes), the Conveying Party shall be responsible for payment of any applicable documentary excise taxes. The Conveying Party shall be responsible for payment of the 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 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.
7. If not specifically provided as an Exhibit to this Agreement, the form and content of any conveyance documents, and other documents prepared by or on behalf of Conveying Party, shall be subject to approval by County in its reasonable discretion. By approving this Agreement, the County Commission authorizes the County Representative to provide such approval on behalf County.

**EXHIBIT J
EQUIVALENCY MATRIX**

ITE		Units	Trip Rate ¹		Trip Gen Equivalency Matrix										
Code	Use		PM	Pk Hr	from/to	210	220	821	221	251	252	710	720	930	932
210	Single Family	744 DUs	0.88		210		1.93	0.17	2.20	1.26	2.93	0.31	0.26	0.07	0.10
220	Multi-Family Housing (Low-Rise)	770 DUs	0.46		220	0.52		0.09	1.14	0.65	1.52	0.16	0.13	0.04	0.05
821	Shopping Plaza, no Supermarket (40-150k)	53 KSF	5.19		821	5.89	11.35		12.97	7.41	17.30	1.85	1.53	0.40	0.58
221	Multi-Family Housing (Mid-Rise)	10 DUs	0.40		221	0.45	0.88	0.08		0.57	1.33	0.14	0.12	0.03	0.04
251	Sr. Adult Housing - Detached	10 DUs	0.70		251	0.80	1.53	0.13	1.75		2.33	0.25	0.21	0.05	0.08
252	Sr. Adult Housing - Attached	10 DUs	0.30		252	0.34	0.66	0.06	0.75	0.43		0.11	0.09	0.02	0.03
710	General Office Building	5 KSF	2.80		710	3.18	6.13	0.54	7.00	4.00	9.33		0.82	0.22	0.31
720	Medical Office	5 KSF	3.40		720	3.86	7.44	0.66	8.50	4.86	11.33	1.21		0.26	0.38
930	Fast Casual Restaurant	1 KSF	13.00		930	14.77	28.44	2.51	32.50	18.57	43.33	4.64	3.82		1.44
932	High T/O Rest	5 KSF	9.00		932	10.22	19.69	1.73	22.50	12.86	30.00	3.21	2.65	0.69	

Source: ITE Trip Generation Manual, 11th Edition

Notes: ¹Trip rate based on fitted curve equations.

EXHIBIT K ACCESS TO SE 80TH AVENUE



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