


RECORD: \$ _____

This Instrument Prepared by and return to:
Steven H. Gray
Gray, Ackerman & Haines, P.A.
125 NE First Avenue, Suite 1
Ocala, FL 34470


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**DEVELOPMENT AGREEMENT
PURSUANT TO
CHAPTER 163, FLORIDA STATUTES
[FLORIDA CROSSROADS COMMERCE PARK]**

THIS DEVELOPMENT AGREEMENT, executed by the Parties as of the 17th day of December 2019, and having the Effective Date specified below, is entered into by and between:

- **McGINLEY FAMILY LAND COMPANY, LLC**, a Florida limited liability company, the successor by conversion to the **McGINLEY FAMILY LIMITED PARTNERSHIP**, a Nevada limited partnership ("*Owner*"); and
- **MARION COUNTY**, a political subdivision of the State of Florida ("*County*").

RECITALS:

- A.** The Florida Local Government Development Agreement Act, Chapter 86-191, Laws of Florida, now codified at Sections 163.3220 through 163.3243, Florida Statutes, authorizes local governments to enter into development agreements with property owners subject to the procedures and requirements of the Act.
- B.** Owner is the legal and equitable owner of the parcels of real property located in Marion County, Florida, which are located north and south of County Road 484 ("*CR 484*"), and are described on attached Exhibit "A" (collectively the "*Property*"), separately the North Parcel and South Parcel, respectively.
- C.** The Property has been identified as a priority location for development of a mixed-use business park to accommodate expansion of existing and new companies, improve employment opportunities, provide land and infrastructure for the construction of high volume distribution facilities and warehouses; and assure that goods and services desired by local residents are readily available. Additionally, development of the Property and supporting infrastructure described in this Agreement will also facilitate additional development on adjoining properties, resulting in additional availability of sites required to facilitate economic development.
- D.** The Property has been assigned by the County a mixture of land use classifications on the Future Land Use Map of the County's Comprehensive Plan, with the South Parcel of the Property being assigned classifications of Commerce District and Public; and with the North Parcel of the Property being assigned land use classifications of High Residential; Urban Residential and

Employment Center. The Property was subsequently assigned zoning classifications under the County's Zoning Code, with parcels of the Property being assigned zoning classifications of PUD (Planned Unit Development), corresponding to the underlying land use classifications. Owner currently has a pending application with the County for approval of a Comprehensive Plan Amendment and a Planned Unit Development zoning designation for a portion of the Property located north of CR 484 (on the North Parcel).

- E.** Owner has retained VHB Engineers and Planners, Inc. ("VHB"), to prepare a traffic study ("*Traffic Study*") based on a methodology reviewed and approved by County, to analyze the impact of the proposed development of the Property on traffic facilities located outside the South Parcel of the Property, and owned and operated by FDOT and the County. The Traffic Study, dated October 2019, analyzes the impact of the proposed development of a portion of the South Parcel of the Property of 3.2 million square feet of high cube warehouses and distribution facilities in the first phase of buildout, has been submitted to County after approval by the office of the County Engineer, is currently in the review and approval processes of FDOT and has been submitted to County for approval of the office of the County Engineer, and VHB is in the process of responding to review comments from the County (the Study's review is identified as AR #24117 in the County's review system). The final approved Traffic Study will be incorporated into the terms and provisions of this Agreement when a copy of the approved Study is annexed into this Agreement as an Exhibit.
- F.** The Traffic Study projects that based on the adopted level of service standards of the County no transportation facilities specifically identified in this Agreement will have inadequate facility capacity at peak hour to provide adequate facility capacity for the projected new traffic generated by the first phase of the build-out of the Property. Owner and County have agreed that additional new traffic facilities, as provided herein, and upgrades to existing traffic facilities, shall be constructed to facilitate future development of the Property (when constructed) and adjacent or nearby properties.
- G.** The Traffic Study confirms that no transportation facilities specifically identified in this Agreement will have inadequate facility capacity at peak hour to provide adequate facility capacity for the projected new traffic generated by the build-out of a portion of the South Parcel of the Property for the impact of the proposed development on the South Parcel of the Property to include 3.2 million square feet of high cube warehouses and distribution facilities in the first phase of build-out of the Property.
- H.** County's five (5) year transportation improvement plan, as contained in County's Capital Improvement Plan and the Capital Improvement Element of the County's Comprehensive Plan, includes expansion of CR 484 by adding additional traffic lanes to the segment of CR 484 located between the North and South Parcels of the Property.
- I.** County recognizes Florida Crossroads Commerce Park as a joint development initiative of the State of Florida (through the Department of Economic Opportunity; "DEO") and Marion County as a collaborative economic development effort to encourage new capital investment, new employers, and new Marion County jobs. The County's engagement in this Project is authorized under Section 125.045(3), Florida Statutes, and provides for public purpose in expending public

funds for improving local infrastructure for the attraction of new businesses and employment on behalf of the community.

- J. 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 County's Concurrency Management System.
- K. County has provided its Notice of Intent to consider entering into this Development Agreement by advertisements published in the *Ocala Star-Banner*, a newspaper of general circulation and readership in Marion County, Florida, on November 26, 2019 and December 10, 2019, and by mailing a copy of the Notice of Intent to Owner, and to the persons and entities shown on the most recent Marion County Tax Roll to be the owners of property lying within three hundred feet (300') of the boundaries of the South Parcel 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.
- L. The Board of County Commissioners of the County has held public hearings on December 3, 2019 and December 17, 2019 to consider this Agreement, has found and determined that its execution of this Agreement will further the objectives of the Local Government Comprehensive Planning and Land Development Regulation Act, and that the development contemplated and permitted by this Agreement is consistent with the County's Comprehensive Plan and the County's existing Land Development Regulations.

NOW, THEREFORE, this Development Agreement is made and entered into, in duplicate, this ____ day of _____, 2019, by and between the Owner and the County, who agree as follows:

[NOTE: SEE SECTION 15 FOR REVISIONS, AMENDMENTS AND SUPPLEMENTS BY TRACY STRAUB, P.E., COUNTY ENGINEER, TO PRIOR SECTIONS.]

1. **INCORPORATION OF RECITALS & EXHIBITS.** The parties confirm and agree that the above recitals are true and correct and incorporate the terms and provisions of the recitals for all purposes. The terms and provisions of all Exhibits which are now attached, or later to be attached to this Agreement and referenced in this Agreement are, by this reference, incorporated into this Agreement for all purposes.
2. **DEFINITIONS.** For the purposes of this Agreement, in addition to those terms which are specifically defined elsewhere in this Agreement the following terms shall have the following definitions:
 - 2.1 **"Agreement"** – This Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3220 through 163.3243, inclusive, of the *Florida Statutes*.
 - 2.2 **"Conveyance Standards"** – The standards, procedures and requirements for conveyance by a Party to another Party (as applicable) of fee title to real property required under the terms of this Agreement, and grants of easements or licenses

required under the terms of this Agreement. The Conveyance Standards are listed on attached Exhibit "B".

- 2.3** **"County"** – Marion County, Florida, a political subdivision of the State of Florida.
- 2.4** **"County CMS"** – The County's Concurrency Management System, as codified in Article 1, Division 8 of the County's Land Development Regulations, as the same may be subsequently amended, modified or supplemented.
- 2.5** **"County Code"** – The County's Code of Ordinances, as the same may be subsequently amended, modified or supplemented.
- 2.6** **"DEO"** – The State of Florida Department of Economic Opportunity, an agency of the State of Florida, or (if applicable) any successor or replacement State agency.
- 2.7** **"Effective Date"** – The date the terms of this Agreement become effective, as set forth in Section 15.16.
- 2.8** **"FDOT"** – The State of Florida Department of Transportation, an agency of the State of Florida.
- 2.9** **"Governmental Authority"** – Any governmental entity, agency, department, bureau, division, or other representative of any governmental entity which has jurisdiction, permitting authority, or the authority to issue authorizations or approvals regarding development or usage of the Property or any portion thereof, all Improvements (as defined below) which are the subject of this Agreement, and all road, stormwater management system and Utilities Improvements or facilities which are the subject of this Agreement.
- 2.10** **"Improvements"** – When used in this Agreement the term "Improvements" shall refer to all construction required to be undertaken to complete the construction, or modification, of the described infrastructure. This shall include, but not be limited to, all surface improvements, roads, paving, sidewalks, gutters, lighting, Stormwater Management Facilities, and potable water, sanitary sewer, electrical utilities, and subsurface pipes infrastructure.
- 2.11** **"Parcel" or "Parcels"** – One or more of the Parcels of real Property specifically described or referenced in this Agreement, including the North and South Parcels of the Property described below.
- 2.11.1** **"North Parcel"** – that portion of the Property located North of the expanded ROW of CR 484.
- 2.11.2** **"South Parcel"** – that portion of the Property located South of the expanded ROW of CR 484.
- 2.12** **"Party" or "Parties"** – As applicable, either Owner or County, or both Owner and County.
- 2.13** **"Project" or "Projects"** – Collectively, the development of the South Parcel of the Property and all related infrastructure required to market and use the South Parcel of the

Property, or Parcels thereof, as a regional commerce park as contemplated under the terms of this Agreement. The term "Project" shall include all design, permitting and construction of infrastructure Improvements described in this Agreement; County acquisition of all required ROW (as defined in Section 2.18) for roads, utilities; Stormwater Management Facilities; and procurement of all necessary approvals or permits from all applicable Governmental Authorities. This term shall also apply to all actions to be undertaken by Owner or County pursuant to the terms of this Agreement or any amendment or supplement thereto. "Project" also includes the following sub-projects:

- 2.13.1 "CR 484 Sub-Project"** – Collectively, the design, permitting and construction of modifications and expansion of the right-of-way of CR 484 to expand the below described segment of the road from two (2) traffic lanes to four (4) traffic lanes. This Project will include the acquisition of ten (10) feet of additional right-of-way contiguous to the northern and southern boundaries of the existing ROW of CR 484; acquisition of land for stormwater management facilities to provide stormwater retention for the expanded right-of-way of CR 484; the construction of the additional traffic lanes for CR 484 within the segment of CR 484 which is bordered on the north and south by the Property owned by the Owner. This Sub-Project shall include the construction of all DRA's necessary for this Sub-Project.
- 2.13.2 "SW 49th Avenue South Phase 1 Sub-Project"** – All design, permitting and construction of the SW 49th Avenue South Project commencing on the south boundary of the expanded ROW of CR 484, then extending south within the ROW shown on Composite Exhibit "B", to road Station 205+65 (approximately 0.7 miles), which right-of-way is described in detail, including the agreed road profile, shown on attached Composite Exhibit "C". This Sub-Project shall include the construction of all DRA's necessary for this Sub-Project.
- 2.13.3 "SW 49th Avenue North Phase 2 Sub-Project"** – All design, permitting and construction of the SW 49th Avenue South Project, north of CR 484, including the road right-of-way which is described in detail, including the agreed road profile, shown on attached Composite Exhibit "D". This Sub-Project shall include the construction of all DRA's necessary for this Sub-Project.
- 2.13.4 "DRA-01 Sub-Project"** – All design, permitting and construction activities with respect to the construction of DRA-01, the legal description and location of which are described in detail shown on attached Composite Exhibit "E".
- 2.13.5 "DRA-02 Sub-Project"** – All design, permitting and construction activities with respect to the construction of DRA-02, the legal description and location of which are described in detail shown on attached Composite Exhibit "F".
- 2.13.6 "DRA-03 Sub-Project"** – All design, permitting and construction activities with respect to the construction of DRA-03, the legal description and location of which are described in detail shown on attached Composite Exhibit "G".
- 2.13.7 "Western Road Sub-Project"** – All design, permitting and construction activities with respect to the construction of the Western Road Project, which is described in detail, including the road right-of-way and easement to be used,

and the agreed road profile, shown on attached Composite Exhibit "H". This Sub-Project shall include the construction of all DRA's necessary for this Sub-Project.

- 2.13.8 "Potable Water Line Extension Sub-Project"** – All design, permitting and construction activities with respect to the construction of a potable water line from a County-owned water plant near the SW corner of the Property to the site of the initial distribution and warehouse buildings to be constructed on the South Parcel of the Property, which water line is described in detail, including the right-of-way or easements to be used, as shown on attached Composite Exhibit "I".
- 2.13.9 "Sanitary Sewer Main Extension Sub-Project"** – The design, permitting and construction activities with respect to the construction of a sanitary sewer main from the ROW of CR 484 north to initially serve the initial two (2) buildings on the South Parcels of the Property, and to later serve other buildings on the South Parcel of the Property, which is described in detail, including the road right-of-way and the agreed road profile shown on attached Composite Exhibit "J".
- 2.14 "Property"** – The real property owned by Owner located in Marion County, Florida, described on attached Exhibit "A".
- 2.15 "Public Facilities"** – Those public facilities that are identified in Section 12.
- 2.16 "Reservation of Capacity" or "Reserved Capacity" or "Capacity Reservation"** – The reservation of Trips to Owner pursuant to Section 10.1.
- 2.17 "Reserved Trips"** – The Trips (as defined below) that are included in Owner's Reserved Capacity.
- 2.18 "ROW"** – The right-of-way required for specific referenced roads, and utilities infrastructure facilities, which are the subject of this Agreement, including all land required for Stormwater Management Facilities (as defined below) required to provide surface and stormwater management with respect to the infrastructure facilities, also including any required easements, temporary easements, construction easements, temporary construction easements, crossing easements, or other contractual rights or licenses required to facilitate the construction, modification, repair, maintenance and operation of the applicable road or utilities infrastructure.
- 2.19 "Stormwater Management Facilities"** – The drainage retention facilities, ditches, swales, underground pipes, drainage structures, or other improvements which constitute the surface water and stormwater management system which provide stormwater management for all roadway segments (if applicable), and (if applicable) utilities Improvements which will be constructed pursuant to the terms of this Agreement. The Stormwater Management Facilities shall comply with the design, construction, maintenance and operational requirements of the Water Management District and County. [It is noted that the Facilities are not designed as "shared" facilities.]
- 2.20 "Traffic Study"** – The Traffic Impact Study (the "Study") dated October 2019, prepared by Vanasse Hangen Brustlin, Inc. ("VHB"), 22 E Robinson Street, Suite 300, Landmark

Center Two, Orlando, FL 32801. The Study generated information based upon methodology approved by the County and FDOT. The Study provides information including: Project Trip Generation; existing roadway analysis; year 2022 peak hour roadway capacity analysis; year 2022 intersection capacity analysis; and year 2022 year intersection queue analysis. The Study has been submitted to FDOT and to the County, for review and approval.

- 2.21** *“Trip” or “Project Trip”* – The projected traffic impact of the development of a Parcel, or a portion thereof, measured in terms of exterior peak hour vehicular trip generation.
- 2.22** *“Utilities Improvements”* – As related to Sections 2.13.8 and 2.13.9 collectively, the design, permitting and construction activities with respect to the construction of the County’s potable water and sanitary sewer systems to provide service availability to the South Parcel of the Property and through the Property sub-parcels thereof. The Utility plan for the water and sanitary sewer Utilities Improvements is shown on the combination of attached Exhibits “I” (Potable Water Line Extension) and Exhibit “J” (Sanitary Sewer Main Extension) (Legal descriptions and sketches of the Water Line and Sewer Main will be attached in the future, when completed).
- 2.23** *“Water Management District” or “District”* – The Southwest Florida Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of surface water and stormwater management systems, and Stormwater Management Facilities, for the Property and for all roadway segments that are the subject-matter of this Agreement, and (if applicable) for those Utilities Improvements to be constructed under the terms of this Agreement.

3. REPRESENTATIONS AND WARRANTIES. As a material inducement to the other Party to enter into this Agreement, each Party makes the following respective representations and warranties to the other Party to this Agreement:

- 3.1 Owner Representations and Warranties.** Owner represents and warrants to County that:
- 3.1.1** Owner is a validly organized and existing Florida limited liability company, in good standing under the laws of the State of Florida and authorized to transact business in the State of Florida.
- 3.1.2** Owner has taken all corporate actions prerequisite necessary for the execution and delivery of this Agreement, and upon the execution and delivery of this Agreement by Owner the obligations of Owner hereunder shall be valid and binding obligations of Owner. The entities or individuals executing this Agreement on behalf of Owner are duly authorized representatives for Owner, authorized to execute this Agreement in their respective capacities as set forth below.
- 3.1.3** Owner is the legal and equitable owner of all of the Property.

3.1.4 The execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of any agreement, covenant, Court Order, Judgment, or the Articles of Organization or Operating Agreement of Owner.

3.2 County Representations and Warranties.

3.2.1 The actions by County hereunder are consistent with the terms and provisions of the County's Comprehensive Plan.

3.2.2 County has taken all necessary actions prerequisite to the execution and delivery of this Agreement, including but not limited to the necessary public hearings, providing proper notice of the public hearings, and the conducting of public hearings related hereto.

3.2.3 Upon the execution and delivery of this Agreement by County the obligations of County herein shall be valid and binding obligations of County.

3.2.4 Execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of the County's Code of Ordinances, Land Development Regulations, or by the terms and provisions of any agreement, covenant, Court Order or Judgment to which County is a party.

4. **DURATION OF THE AGREEMENT.** This Agreement shall have a term of twenty (20) years, commencing on the Effective Date.

5. **DEVELOPMENT RESTRICTIONS AND PERMITTED USES.** Permitted uses on the individual Parcels or portions thereof, development restrictions with respect to the Parcels, and amendments of the uses permitted or development restrictions shall be in accordance with the provisions of this Section.

5.1 **Initial Permitted Uses.** As to all Parcels the uses referenced in this Section will be as defined in the County Land Development Code as of the Effective Date of this Agreement. The following are the current permitted uses and permitted development intensities of the respective Parcels, which will be shown on the Land Use Master Plan to be attached as an Exhibit "N" to this Agreement, when Board approval of the Plan is finalized. Residential usage of the Property is only allowed on the North Parcel of the Property.

LAND USE CLASSIFICATION	PERMITTED USES	DEVELOPMENT INTENSITY	MAXIMUM HEIGHT ¹
Public (P) (South Parcel)	Office, Commercial, Industrial, Public, Recreation	Development intensity shall be limited on a Project wide basis by the aggregate daily number of ingress and egress peak hour Trips generated by the development of the South Parcel of the Project, as shown in the	Fifty feet (50')

LAND USE CLASSIFICATION	PERMITTED USES	DEVELOPMENT INTENSITY	MAXIMUM HEIGHT ¹
Commerce District (CD) (South Parcel)	Office, Commercial, Industrial, Public	approved Traffic Study. Development Intensity for the Employment Center property is limited to 2.0 FAR; Development Intensity for the Commerce District property is also limited to 2.0 FAR.	Fifty to Sixty-Five feet (50-65') (depending on use)
High Residential, Urban Residential and Employment Center (North Parcel), subject to obtaining Board approval of the requested Land Use Amendment	Residential, Commercial, Recreation		Fifty feet (50')
<p>¹ Note: Maximum height limitations shall be subject to amendment either by inclusion of the subject parcel within an approved Planned Unit Development ("PUD") zoning classification which can include approval of an increase in the maximum height limitation on development for the parcel, or by County approval of a Special Use Permit allowing a higher maximum height.</p>			

5.2 Uses May Change. These uses, intensities and heights represent the Owner's currently proposed uses of the Parcels and may be changed by Owner pursuant to, or as required by Owner's compliance with applicable laws and regulations of governmental authorities.

6. AGREEMENTS OF OWNER.

6.1 Design and Permitting Obligations. Owner, and Owner's consultants and engineers, shall coordinate all design and permitting work undertaken with respect to any work which is the subject to this Agreement in full cooperation with the County staff as to road segments and utilities infrastructure which County will construct or modify, or on which County has initiated construction or modification.

6.2 Easements for Utilities. With respect to the extension or construction of County potable water and sanitary sewer utilities systems within the Property, if such extensions are not located within ROW which is conveyed by Owner to County under the provisions of this Agreement Owner agrees to convey to County all required easements and temporary construction easements reasonably necessary for County's installation, maintenance, operation and repair of potable water and sanitary sewer utilities infrastructure. All conveyances shall be made upon notification from County that it has completed all design and permitting for the utilities infrastructure (or segments thereof) (and provision of copies of the same to Owner), and is prepared to immediately initiate construction. County and Owner agree that, to the extent reasonably practical, all Utilities Improvements shall be located within the right-of-way of the public road facility (including, but not limited to the Western Road and the road segments of SW 49th Avenue South; and SW 49th Avenue North, which are located within the boundaries of the Property). In the event of a requirement that Utilities Improvements be installed outside current or future public right-of-ways, the route of any such utilities infrastructure through the remainder of the South Parcel owned by Owner shall be provided to Owner by County for

review and approval, which approval shall not be unreasonably withheld by Owner. This Owner approval requirement does not apply to sub-projects under Section 2.13.

6.3 Marketing of Project.

6.3.1 Coordination. Owner agrees that it will coordinate its marketing plan for the Project with economic development representatives of the County, and with the Ocala/Marion County Chamber & Economic Partnership ("CEP"). In all events, however, Owner shall retain full authority to determine sales prices of the Project or Parcels therein. Owner shall also retain the right to determine the terms and condition of any conveyance of any Parcel, and marketing consultants, media consultants, media, or other consultants involved in the marketing process, and to contract or enter into partnerships with any public, non-profit, or for-profit organization for promotion and marketing of the Project. Owner shall not have the authority to limit or deny any or all marketing initiatives or references made by County that may refer to or reference availability of land, building site(s), buildings, transportation infrastructure or other economic development-related attributes that may exist within the boundaries of the Property. It is the intent of the Parties that to the extent reasonably practical Owner, County and CEP shall coordinate their efforts to market, for the benefit of the Ocala/Marion County community, the Project to generate economic development, jobs, and investments in Marion County. However, as set forth in Section 14.2 such actions shall not constitute, or create, a business relationship of a partnership, joint venture, or joint endeavor between the Parties.

7. AGREEMENTS OF COUNTY.

7.1 Comprehensive Plan; County Committed Improvements. To the extent required by any applicable law, County will immediately initiate and thereafter complete with due diligence amendments to the current Capital Improvements Element ("CIE") of the County's Comprehensive Plan to include as fully funded current projects on the CIE the following sub-projects, as defined under Sections 2.13.1 through 2.13.9, which are County obligations under the terms of this Agreement:

- 7.1.1** Construction of CR 484 Improvements;
- 7.1.2** Construction of SW 49th Avenue (North & South) Improvements;
- 7.1.3** Construction of DRA's 01; 02; and 03; and those DRA's required as specified in Sections 2.13.1, 2.13.2, 2.13.4, and 2.13.7;
- 7.1.4** Construction of all extensions of County's sanitary sewer and potable water systems required to provide sanitary sewer and potable utility services to the Project; and

to include in the CIE the construction of those improvements, as fully funded projects, as are necessary to cause all such public facilities to satisfy any adopted level of service requirements for the Improvements.

7.2 Construction of Improvements. County agrees that it will, as applicable, initiate and complete design, permitting, construction; and those Improvements sub-projects specified in Sections 2.13.1 through 2.13.9 inclusive, and construct those improvements which County is required to complete, in accordance with the initiation and completion

dates for design and permitting and the initiation and completion dates for design and permitting and the initiation and completion dates in accordance with the dates specified in attached Exhibit "K" (the "Project Schedule Matrix").

7.3 Utilities Infrastructure. County agrees that it shall, in a timely fashion and subject to the later provisions of this Section, design, permit, construct and thereafter upon certification to place the system into operation by the Florida Department of Environmental Protection ("FDEP") and when applicable fees have been paid in full, extensions or additions to County's potable water and sanitary sewer utilities, to provide potable water, and sanitary sewer service for the South Parcel of the Property. Design, permitting and construction of the Utilities Improvements shall be in accordance with the following provisions:

7.3.1 Unless it is not reasonably practical, or becomes financially impractical, all Utilities Improvements shall be located within the boundaries of the right-of-ways of existing or future public roadways. If Utilities Improvements are required to be constructed outside the right-of-way, or easement, boundaries Owner shall provide reasonable easements for the construction, repair and operation of the Utilities Improvements, in accordance with the provisions of this Agreement.

7.3.2 To the extent practicable, construction of Utilities Improvements shall be coordinated with construction of related roadway segments so as to minimize traffic disruption and construction costs.

7.3.3 County agrees that, upon completion of design and permitting, it will commence the construction of required Utilities Improvements in accordance with the following schedule, and thereafter pursue completion with due diligence:

7.3.3.1 Unless previously commenced, County shall construct any Utilities Improvements to be located within the ROW of the CR 484 Improvements concurrent with the construction of the CR 484 Improvements.

7.3.3.2 With respect to Utilities Improvements to be located within the ROW of the SW 49th Avenue road extensions south and north of CR 484, and the Western Road, County may elect not to construct Utility Improvements concurrent with the construction of the road segments. In this event, County and Owner shall coordinate during the design and permitting of the road segments to insure that, to the extent practicable, all necessary sleeves, laterals, or other utilities crossings necessary to eliminate (if possible) the necessity of excavation or cutting a constructed road are installed during the construction of the applicable road segment.

7.4 Comprehensive Plan; Capital Improvement Plan. County will immediately initiate and thereafter complete with due diligence amendments to the current Capital Improvement Element of the County's Comprehensive Plan, and County's current Capital Improvement Plan, to include as fully funded current sub-projects, as defined under Sections 2.13.1 through 2.13.9, all road and utilities infrastructure to be constructed by County under the terms of this Agreement (including all design, permitting, right-of-way acquisition, and construction related thereto) on both Plans, subject to the availability of budgeted funds. County will not amend or modify the Capital Improvement Element of its Comprehensive

Plan, or its Capital Improvement Plan, to delete or modify the agreed modifications to the Element and Plan unless such modification is approved by all Parties to this Agreement through the execution of an Addendum to this Agreement.

8. TRAFFIC FACILITIES; TRAFFIC CONCURRENCY.

8.1 Traffic Study. The Traffic Study, dated October 2019, was prepared by VHB Engineers and Planners, Inc. ("VHB") based on a methodology reviewed and approved by the County. The Study analyzes the impact of the proposed development of the South Parcel of the Property on traffic facilities owned and operated by FDOT and the County. The Traffic Study analyzes the impact of the proposed development to include 3.2 million square feet of high cube warehouses and distribution facilities in the first phase of build-out, on the South Parcel of the Property¹. The Traffic Study is currently in the review and approval processes with FDOT and the County, and VHB is in the process of responding to the review comments from the County. The contents of the Traffic Study will be incorporated into the terms of this Development Agreement when the Study receives final approvals from the County and FDOT, and the Traffic Study has been annexed into this Agreement as an Exhibit to the Agreement.

9. CAPACITY RESERVATIONS.

9.1 Reservation of Traffic Capacity. Based upon, and in consideration for, Owner's agreements to convey (for agreed consideration or as a donation) required land for the right-of-way of public road facilities to be constructed on the South Parcel of the Property (including the Western Road as defined in Section 2.13.7), as set forth elsewhere in this Agreement, and to participate (as required) in the design and permitting of traffic facilities Improvements, County agrees that there shall be reserved in favor of Owner, for the benefit of the South Parcel of the Property, traffic facilities capacity for exterior trips ingressing and egressing to or from the Property, in the maximum amounts of 256 AM peak hour Trips and 320 PM peak hour Trips. Owner has previously submitted to County a Traffic Study for the South Parcel of the Property PUD, which has been approved. With the establishment of this Agreement and the conveyance of portions of the Property for the Improvements provided within this Agreement, the County agrees to provide for the reservation and vesting of traffic capacity for the trip amounts herein identified by the Traffic Study. The reserved capacities shall be considered held unless and until assigned by the Owner to subsequent assigns with the acquisition of portions of the South Parcel of the Property. If requested by the Owner, the County shall issue a Concurrency Determination in regards to a portion of the PUD and a corresponding development amount and/or proposal. Execution and recording of this Agreement shall be deemed to be a satisfaction of the County's Concurrency Management System (Article 1, Division 8, of the County's Land Development Code) for a portion of the potential build-out of the South Parcel of the Property under its approved PUD. It is agreed by County and Owner that the fair market value of Owner's contributions to County of required right-of-way for

¹ Build-out of the full development plan of the Project's initial phase is projected to generate 4,480 daily Trips.

the construction of transportation improvements to be owned and operated by County shall constitute, and be credited against, any Capacity Reservation Fee owed by Owner under County's current Concurrency Management System.

9.2 Term of Reservation. The Reservations of Capacity granted to Owner by County, as set forth above, for the benefit of the South Parcel of the Property or any portion thereof, shall have a term commencing on the Effective Date of this Agreement and ending on December 31, 2030. Any requests for extensions of the Reservations of Capacity beyond said date shall require an Amendment to this Agreement, subject to the discretion of the County, after consideration of the subject roadway for other projects, at the time the request for an extension is reviewed.

10. DEVELOPMENT PERMITS REQUIRED.

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

PERMIT	STATUS
Water Management District Environmental Resources (Stormwater) Permit – CR 484 Improvements (if required).	To Be Applied For (TBAF)
Water Management District Environmental Resources (Stormwater) Permit – Western Road Improvements	TBAF
Water Management District Environmental Resources (Stormwater) Permit – SW 49 th Avenue Improvements	TBAF
Water Management District Environmental Resources (Stormwater) Permit – DRA 01 Improvements	TBAF
Water Management District Environmental Resources (Stormwater) Permit – DRA 02 Improvements	TBAF
Water Management District Environmental Resources (Stormwater) Permit – DRA 03 Improvements	TBAF
County Access Connection Permits – Intersections of SW 49 th Avenue and Western Road & CR 484	TBAF
FDEP Permit – Extension of County Potable Water System	TBAF
FDEP Permit – Extension of County Sanitary Sewer System	TBAF
FDEP NPDES Permits for CR 484 Improvements	TBAF
County Right-of-Way Construction Permits – Permits SW 49 th Avenue (north and south of CR 484)	TBAF
County Plat Approvals (Multiple Plats)	TBAF

PERMIT	STATUS
County Environmental Assessment (listed species; vegetative communities)	TBAF
¹ Subdivision of the Property, after conveyance to County of agreed right-of-way properties, will occur by finalization of one or more Plats of the remainder of the Property.	

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

- 10.2 Additional Permits.** The failure of this Agreement to address any particular permit, condition, term, or restriction on development shall not relieve the Owner or County of the necessity of complying with any law governing said permitting requirement, conditions, terms, and restrictions with respect to the contemplated development of the Project, as applicable.
- 10.3 Additional Conditions.** County reserves the right to impose additional conditions, terms, restrictions or other requirements determined to be necessary for the public health, safety, and welfare of their citizens with respect to the development contemplated by the Owner and described in this Agreement, provided that such conditions, terms or restrictions shall not be in contravention with the terms of this Agreement.
- 11. PUBLIC FACILITIES.** The Public Facilities that will service the Project, the person or entity who shall provide such Public Facilities are as follows:

 - 11.1 Transportation Facilities.** See the provisions of Section 2.13 regarding Public transportation facilities which will provide transportation facilities capacities for the South Parcel of the Property.
 - 11.2 Potable Water.** Potable water services for the Property are available from the County. County presently has sufficient permitted and constructed potable water capacity, unreserved, for the development of the South Parcel of the Property.
 - 11.3 Sanitary Sewer.** Sanitary sewer services for the Property are available from the County. County presently has sufficient permitted and constructed sanitary sewer capacity, unreserved, for the Property.
 - 11.4 Solid Waste Disposal.** Solid waste disposal for the Property will be provided by the County. County currently has sufficient solid waste disposal capacity, unreserved, to provide solid waste disposal for the Property.
 - 11.5 Educational Facilities.** This Agreement allows limited residential usage of the Northern Parcel of the Property. For informational purposes only, it is noted that if any parcel of the North Parcel of the Property is used for residential purposes, education services for the

Property for the allowed residential usage of the North Parcel would be provided by the following schools, operated by the Marion County Board of Education:

11.5.1 Sunrise Elementary School and Marion Oaks Elementary School

11.5.2 Horizon Academy at Marion Oaks Middle School

11.5.3 Westport High School and Dunnellon High School

11.6 **Recreational Facilities.** The Property is served by public recreational facilities located on the Cross Florida Barge Canal property, located within six (6) miles of the Property.

11.7 **Health Systems and Facilities.** Both Ocala Regional Medical Center ("Ocala Regional") and Advent Health each operate general community hospitals which serve the Property, both located approximately twenty-five (25) miles north of the Property, in the southwest quadrant of Ocala, Florida.

12. ELECTRICAL UTILITIES SERVICES.

12.1 Electrical Utilities Services will be provided to the Property by SECO Energy.

13. DISCLAIMER OF BENEFITS OF SECTION 163.3233, FLA. STAT.

13.1 Owner disclaims the benefits of Section 163.3233, Florida Statutes. Specifically, and without limitation, Owner agrees that notwithstanding such Statute:

13.1.1 The County may apply subsequently enacted laws and policies to the Parcels without the public hearing and determinations required by Subsection 163.3233(b), Florida Statutes.

13.1.2 Notwithstanding the foregoing, no subsequently enacted laws and policies of County shall, except as expressly set forth herein concerning termination of this Agreement, or as otherwise hereafter agreed to by an Owner, have the effect of eliminating or modifying the Owner's Reservation of Capacity.

14. GENERAL PROVISIONS.

14.1 **Notices.** With respect to any Notices required to be given under the terms of this Agreement, such Notices shall be deemed given and effective:

14.1.1 Three (3) calendar days after the date they are deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the parties at the following respective addresses, or such other address as provided by a party pursuant to this Section; or the date of actual delivery by hand or by a recognized national overnight delivery service such as Federal Express, UPS, or Express Mail, addressed to the parties at the following respective addresses pursuant to this Section:

AS TO COUNTY: Marion County, FL

Attn: County Administrator
2710 E. Silver Springs Blvd.
Ocala, FL 34470
(352) 438-2603

With Copy to: County Growth Management Department
Attn: Sam Martsof
2710 E. Silver Springs Blvd.
Ocala, FL 34470
(352) 438-2600

With Copy To: Marion County Transportation Department
Attn: Tracy Straub, P.E.
County Engineer
412 SE 25th Avenue
Ocala, FL 34471
(352) 671-8686

AS TO OWNER: McGinley Family Land Company, LLC
Attn: Richard McGinley, Manager
5700 SW Hwy 484
Ocala, FL 34473

With Copy To: Steven H. Gray, Esq. or Tim D. Haines, Esq.
Gray, Ackerman & Haines, P.A.
125 NE 1st Avenue, Suite 1
Ocala, FL 34470
(352) 732-8121

Any party may modify the address for notices set forth above by providing notice of the change of address to all parties to this Agreement, which notice is to be provided in accordance with the requirements of this Section.

14.2 Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Owner or County in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, and no Party shall have the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.

14.3 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Any portion of the Property which may under the terms of this Agreement later be designated for public use or purposes shall be conveyed by Owner to County, as applicable. Except as herein specifically provided no right, privileges of immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

14.4 Default Provisions.

- 14.4.1** The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.
- 14.4.2** All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.
- 14.4.3** No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.
- 14.4.4** In the event of a material default by Owner with respect to its obligations to County under this Agreement, and failure of Owner to cure the default within the grace period set forth above, in addition to any other remedies available to it under the terms of this Agreement County shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured. If Owner has, prior to the occurrence of the default, conveyed some or all of the Property to unrelated third parties (such parcel or parcels then becoming a "Third Party Parcel") and the default of Owner is not with respect to, or does not impact County obligations regarding, a Third Party Parcel, the right of County to withhold permits upon a default by Owner shall not extend to County permits pending or to be issued with respect to a successor owner of such Third Party Parcel.

14.5 **Estoppel Statements.**

- 14.5.1** Each Party agrees that upon written request from time to time of any other Party it will timely issue at no charge to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an Estoppel Statement stating:
- 14.5.1.1** Whether the Party to whom the request has been directed knows of any default by the other Party to this Agreement, and if there are known defaults, specifying the nature thereof.

- 14.5.1.2** Whether this Agreement has been assigned by the other Party (and if it has, stating the nature thereof).
- 14.5.1.3** That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.
- 14.5.1.4** That if known by the requested Party, that Party shall reply only with respect to any monies owed to it, to the best of the requested Party's knowledge there are not any monies currently owed by any Party to the other Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.
- 14.5.1.5** That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, Certificates of Occupancy, or other development approvals in effect as of the date of the Estoppel Statement.

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

- 14.6** **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 proceedings related thereto.
- 14.7** **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, and their respective administrators, successors, and assigns. There are no representations or warranties other than those set forth herein.
- 14.8** **Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.

14.9 Severability. Except as otherwise set forth herein, 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.

14.10 Survival of Representations and Warranties. All representations and warranties contained herein that are made in writing by the parties shall survive the termination of this Agreement.

14.11 Successors and Assigns.

14.11.1 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.

14.11.2 Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel, subject, however, to the provisions of Section 14.4.4 above.

14.12 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 in Marion County, Florida.

14.13 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

14.14 Amendment of Agreement. 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.

14.15 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

14.16 Effective Date.

14.16.1 This Agreement shall become effective upon completion of its execution by all Parties, and the recordation of the Agreement in the Public Records of Marion County, Florida.

14.16.2 Notwithstanding the foregoing:

14.16.2.1 The parties shall be obligated to perform any obligations hereunder that are required before such Effective Date; and

- 14.16.2.2** In the event this Agreement is challenged, including a challenge pursuant to Section 163.3243, Florida Statutes, within thirty (30) days of the recordation of this Agreement in the Public Records of Marion County, Florida, the obligations of the parties shall be suspended hereunder, except to the extent such suspension would be inconsistent with requirements of the Florida Department of Economic Opportunity ("DEO").

- 15. REVISIONS, AMENDMENTS AND SUPPLEMENTS BY TRACY STRAUB, P.E., COUNTY ENGINEER, TO PRIOR TERMS.** The following Terms amend or supplement the noted prior terms of this Agreement:

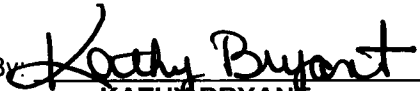
Prior Term	Revisions, Amendments or Supplements to Prior Terms
2.13.2	Project limits are from Station 163+80.00 (south end) to Station 205+64.98 (north end, which is the CR484 new south ROW line).
2.13.2	Last sentence – there is only one DRA now for this 0.7 miles segment. It has been combined with CR484 DRA 3 and moved south off the CR484 ROW (into the triangle piece where the road swings closer to the property line). Additional DRA(s) will be needed for the remainder of the road to be constructed south in the future.
2.13.3	Change "a DRA's". Recommend "DRA(s)". This is not fully designed yet and we don't know DRA placement yet or if we can be in all one location.
2.13.6	And Exhibit G, DRA # legal description – this is the original location. We now have a corrected sketch for the new location that has been pushed further south.
2.13.7	Just to make sure everyone knows – the western road described herein is not the final project expected per the terms of the DEO Agreement. The road is expected to continue slightly further south (distance is flexible) and then eventually run east to intersect with the further extension of SW 49 th Ave south.
2.13.7	Change "a DRA's". Recommend "DRA(s)".
2.13.8 2.13.9	Suggest adding a reference to easements as was done in 2.13.7 "including the right-of-way and easement to be used.
2.19	Does it need to be stated that the County agrees to maintain the non-shared facilities?
3.1	Does it need to be stated here (or in a different document) that the Owner is conveying land for ROW, DRAs, and other easements? 3.2.5 says the County design, permitting and building roads, and the legal ownership and right to access is critical to this.
6.2	Easements should also include stormwater facilities (pipes and swales).
7.1	Should the Western Road be included in this list?
9.1	Regarding capacity reservations – the owner's contribution should be appropriate for everything except the Western Road and its DRA.
10.1	Local Development Permits is missing references to the major site plan, mass grading if so desired on various portions of the property, and potentially improvement plans should there be desire for any private internal road and cross connectivity.
Exhibit K	Everyone needs to agree to the language used for the North Phase of NW 49 th Ave. I put a comment in there so that everyone knew what was going on, but I don't think you want it worded this way in the Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set forth below.

**SEE ATTACHED SEPARATE SIGNATURE PAGES OF
MARION COUNTY, FLORIDA;
AND MCGINLEY FAMILY LAND COMPANY, LLC**

**SIGNATURE PAGE OF MARION COUNTY
TO DEVELOPMENT AGREEMENT BETWEEN
MARION COUNTY AND MCGINLEY FAMILY LAND COMPANY, LLC**

**MARION COUNTY, FLORIDA, a political
subdivision of the State of Florida**

By: 
KATHY BRYANT
Title: Chairman, Marion County Board of
County Commissioners
Date: December 17, 2019

APPROVED AS TO FORM AND LEGALITY:


MATTHEW MINTER
COUNTY ATTORNEY

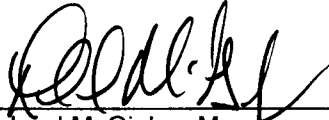
ATTEST:

**DAVID R. ELLSPERMANN, CLERK OF THE
CIRCUIT COURT**

**APPROVED BY THE MARION COUNTY BOARD OF COUNTY
COMMISSIONERS ON December 17, 2019.**

**SIGNATURE PAGE OF MCGINLEY FAMILY LAND COMPANY, LLC
TO DEVELOPMENT AGREEMENT BETWEEN
MARION COUNTY AND MCGINLEY FAMILY LAND COMPANY, LLC**

**MCGINLEY FAMILY LAND COMPANY, LLC., a
Florida Limited Liability Company**

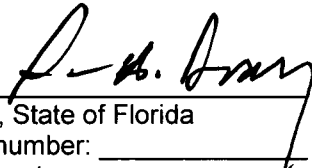
By: 
Richard McGinley, Manager
Date: 12/17/19, 2019

STATE OF FLORIDA
COUNTY OF MARION

The foregoing DEVELOPMENT AGREEMENT PURSUANT TO CHAPTER 163, FLORIDA STATUTES was acknowledged before me by RICHARD MCGINLEY as MANAGER of MCGINLEY FAMILY LAND COMPANY, LLC, a Florida limited liability company, who is:

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

Dated: this 17th day of NOV., 2019.

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

**STEVEN H. GRAY
Notary Public, State of Florida
My Commission Expires 07/25/2021
Commission No. GG 127525**

SCHEDULE OF EXHIBITS
DEVELOPMENT AGREEMENT

A	Recital B	Legal Description – the Property (McGinley Property)
B	§2.2	Conveyance Standards
C	§2.13.2	Legal Description – SW 49 th Avenue South Phase 1 (South of CR 484)
D	§2.13.3	Legal Description – SW 49 th Avenue North Phase 1 (North of CR 484)
E	§2.13.4	Legal Description – DRA-01
F	§2.13.5	Legal Description – DRA-02
G	§2.13.6	Legal Description – DRA-03
H	§2.13.7	Legal Description – Western Road
I	§2.13.8	Potable Water Line Extension Route
J	§2.15.9	Sanitary Sewer Main Extension Route
K	§7.2	Project Schedule Matrix
L	§2.22	Utility Easement – East Side of Eastern Road
M	§2.22	Utility Easement – West Side of Eastern Road
N	§2.22	Utility Plan for Water and Sanitary Sewer Utilities

Exhibit "A"
Legal Description – The Property

Parcel 41200-056-00:

SEC 09 TWP 17 RGE 21 COM 666.69 FT S OF NE COR FOR POB TH W 2653 FT S 1951.26 FT TO NLY ROW SR 484 E ALG ROW 2652.83 FT N 1950.40 FT TO POB EXCEPT AS FOLLOWS: BEG AT TH SW COR OF BLK 1033 OF MARION OAKS UNIT SEVEN, SAID POINT BEING ON TH N OF CR 484 (100 FT ROW) TH N 89-44-25 W 350 FT TH N 00-11-16 E 590 FT TH S 89-44-25 E 350 FT TH S 00-11-16 W 590 FT TO TH POB

Parcel 41200-056-02:

SEC 09 TWP 17 RGE 21 N 1/4 OF NE 1/4 & E 1/2 OF NW 1/4 EX S 50 FT FOR RD

Parcel 41200-056-03:

SEC 09 TWP 17 RGE 21 W 1/2 OF NW 1/4 N OF SR 484

Parcel 41205-000-00:

SEC 16 TWP 17 RGE 21 16-17-21 E 1/2 09-17-21 SE 1/4 S OF SR 484 EX E 300 FT OF N 726 FT

Parcel 41205-000-01:

SEC 16 TWP 17 RGE 21 W 1/2 EXC W 332.20 FT OF S 333.70 FT & SW 1/4 OF SW 1/4 OF SW 1/4 OF SW 1/4 & SEC 9 TWP 17 RGE 21 SW 1/4 S OF SR 484

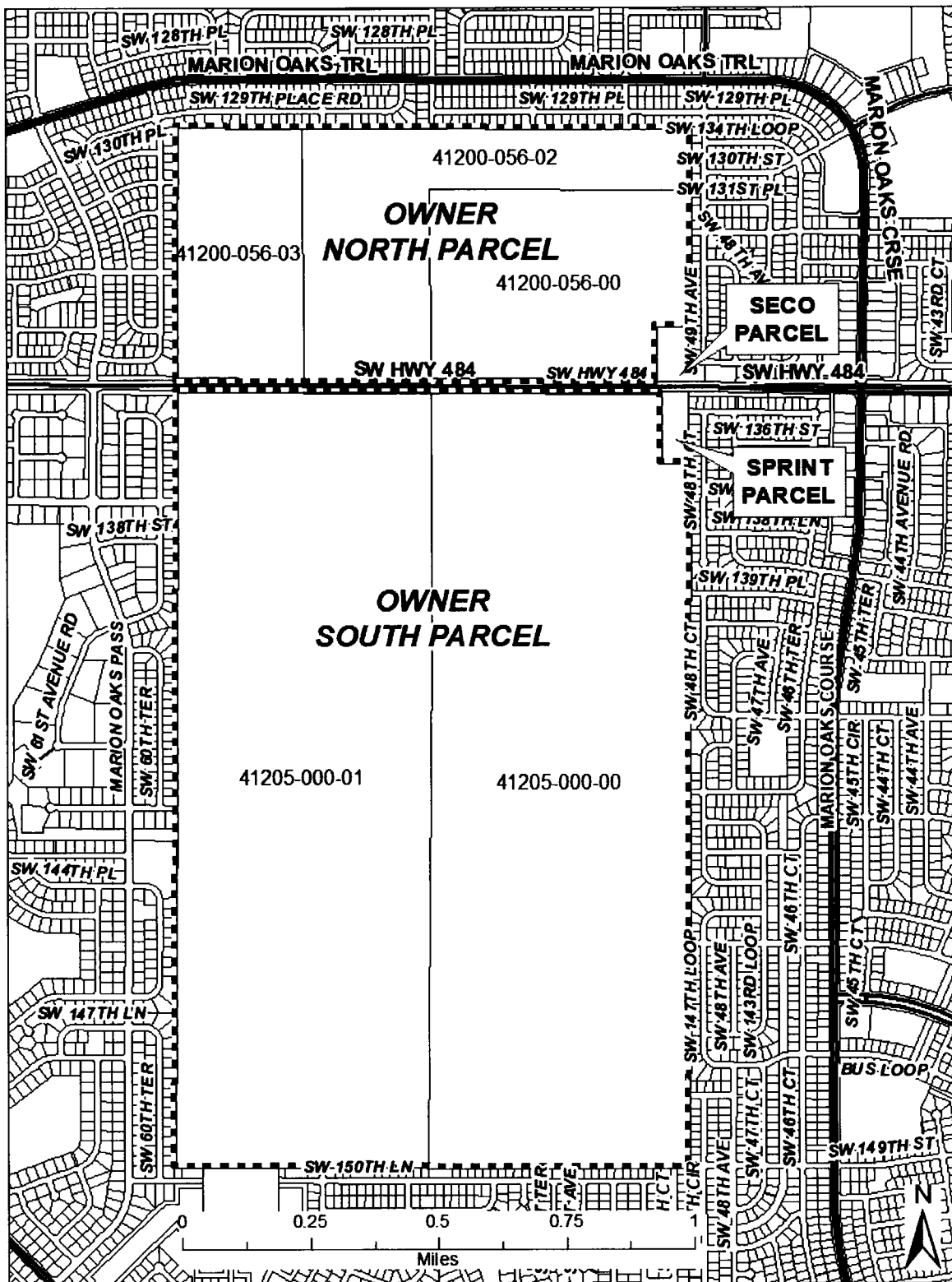
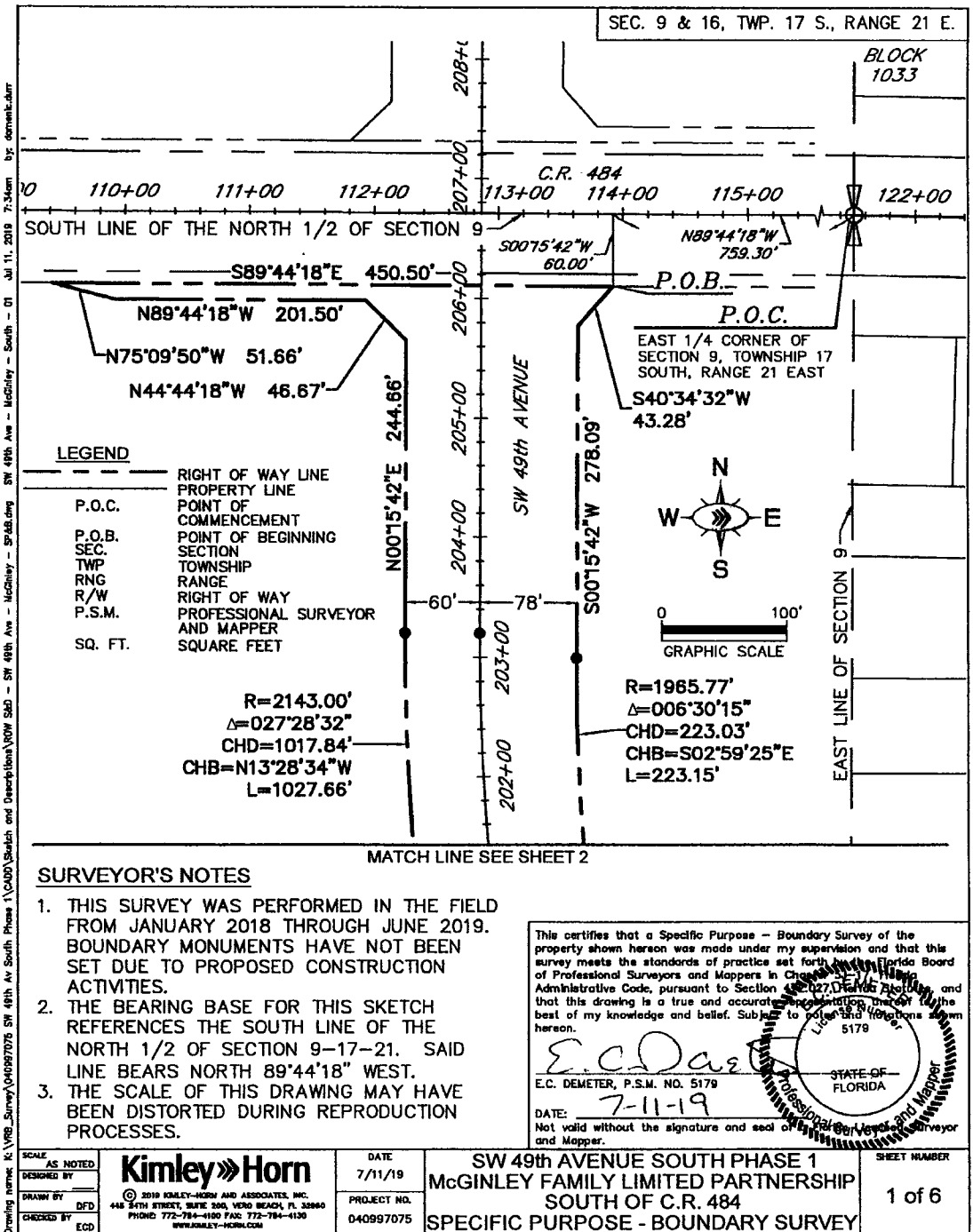


Exhibit "B"
Conveyance Standards

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

1. If the conveying party is the Seller or another private entity, title to real property shall be conveyed by Special Warranty Deed. If the conveying party is a governmental entity, title shall be conveyed by the standard Warranty Deed form used by the conveying party.
2. Unless otherwise specifically provided in this Agreement, title to parcels of real property shall be conveyed free and clear of all liens or encumbrances other than utility easements in favor of governmental entities or licensed public utilities, which shall be Permitted Exceptions with the conveyances.
3. County shall have prepared, at its expense, a survey and legal description of each parcel to be conveyed or easement or license to be granted, signed and sealed by a licensed Florida surveyor and certified to the Grantor and the Grantee in the conveyance or grant.
4. As to all conveyances or grants of easements or licenses, the Grantor 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, Fidelity National Title Insurance Company, Attorneys' Title Insurance Fund, Inc., or their subsidiaries, or such other commercial underwriter as is mutually agreeable to the Grantor and Grantee in the conveyance.
 - 4.2. With respect to the conveyances of all road right-of-ways to be conveyed and parcels to be used as DRA's the title insurance policies shall provide insurance coverage with respect to the conveyances in an amount equal to an agreed value of \$50,000.00 per acre of real property conveyed.
 - 4.3. The conveying party shall provide all necessary closing documents, and satisfy all requirements necessary for deletion of the Standard Exceptions in the final title insurance policy, and to comply with all other title commitment requirements for the conveyance to be insured.
 - 4.4. If a Grantee desires any permitted Endorsement to the Title Insurance Policy the Grantee shall notify the Grantor in advance of the Closing, and the Grantee shall be responsible for all costs incurred for issuance of an endorsement.
5. On all conveyances of right-of-way by Seller to County, the County shall be responsible for payment of any applicable documentary stamp taxes, cost of recording the instruments of conveyance, and the cost of recording any documents required to satisfy title insurance requirements.
6. With respect to any grant of easement or grant of license provided under the terms of this Agreement the same cost allocations and title insurance requirements applicable to conveyances of fee title to real property shall apply. The form and content of any grant of an easement or license shall be subject to the reasonable approval of Grantor and Grantee, which approvals shall not be withheld.

Exhibit "C"
Legal Description – SW 49th Avenue South Phase 1 (North of CR 484)



Drawing name: K:\VRB_Survey\040997075 SW 49th Av South Phase 1\CADD\Switch and Description\DWG SW49 - BY 49th Ave - McGinley - South - 01 Jul 11, 2019 7:34am by: demeter.dar

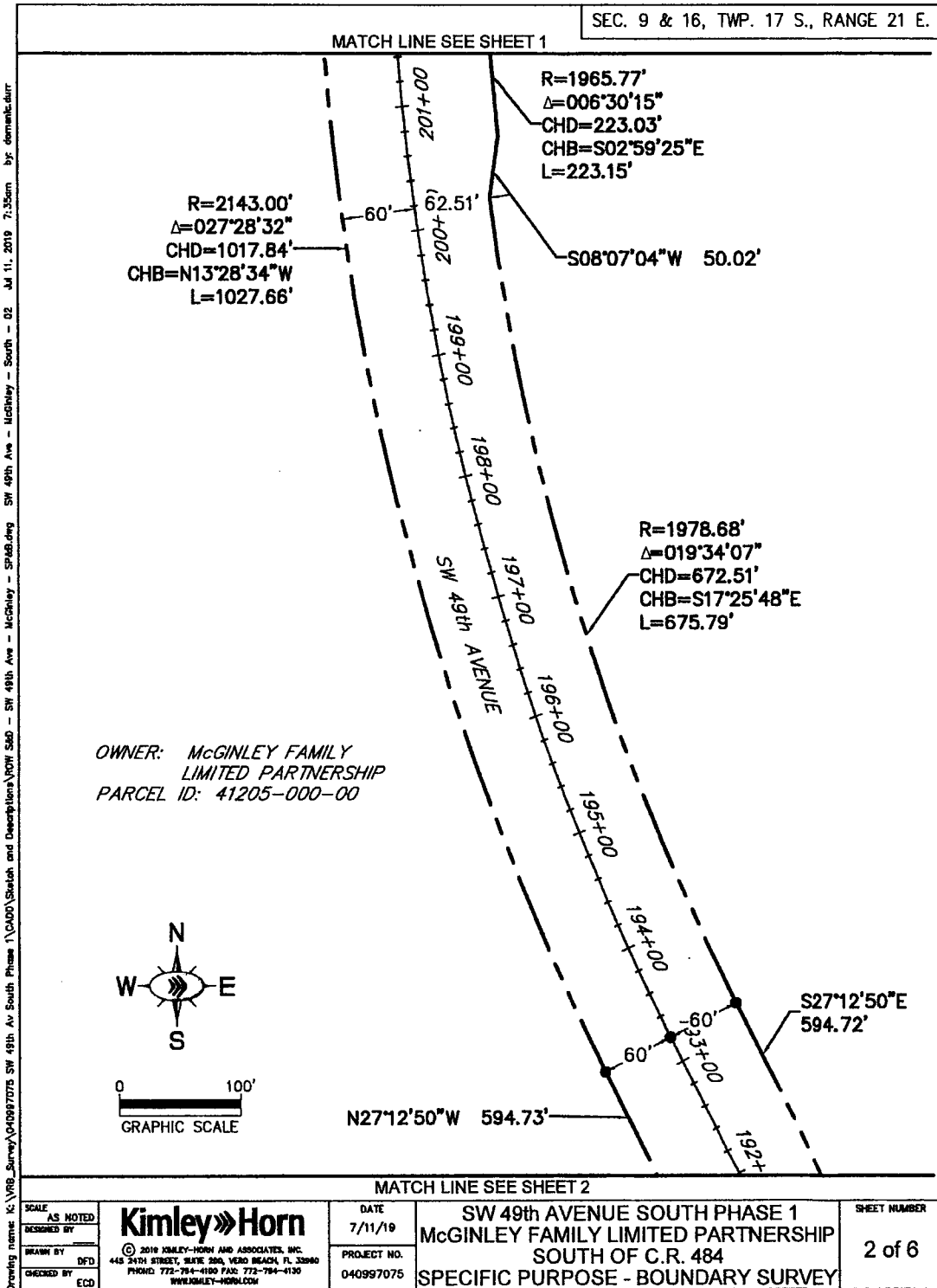
- SURVEYOR'S NOTES**
1. THIS SURVEY WAS PERFORMED IN THE FIELD FROM JANUARY 2018 THROUGH JUNE 2019. BOUNDARY MONUMENTS HAVE NOT BEEN SET DUE TO PROPOSED CONSTRUCTION ACTIVITIES.
 2. THE BEARING BASE FOR THIS SKETCH REFERENCES THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 9-17-21. SAID LINE BEARS NORTH 89°44'18" WEST.
 3. THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

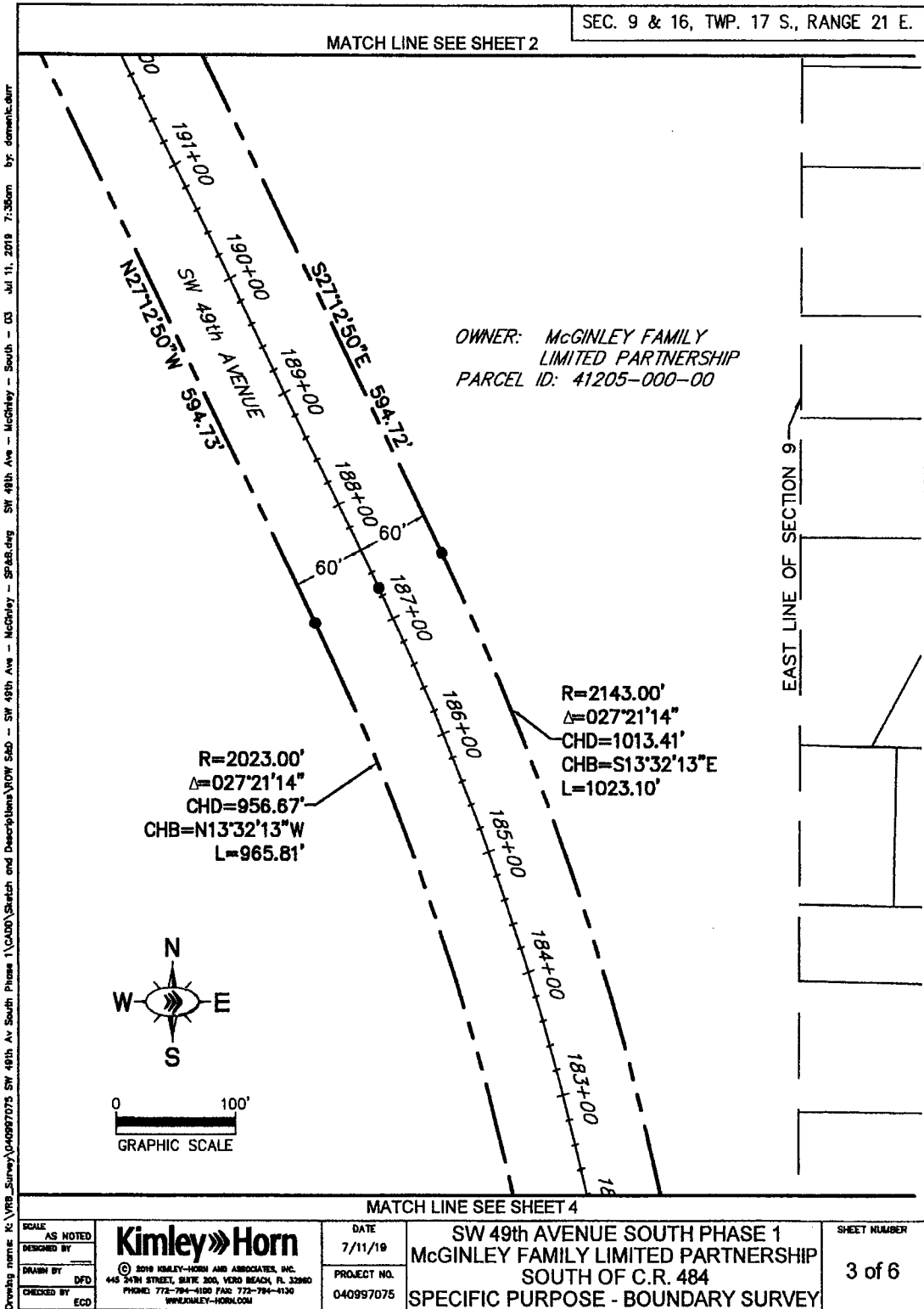
This certifies that a Specific Purpose - Boundary Survey of the property shown hereon was made under my supervision and that this survey meets the standards of practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 227, Florida Administrative Code, pursuant to Section 227.02, Florida Statute, and that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to any and all notations shown hereon.

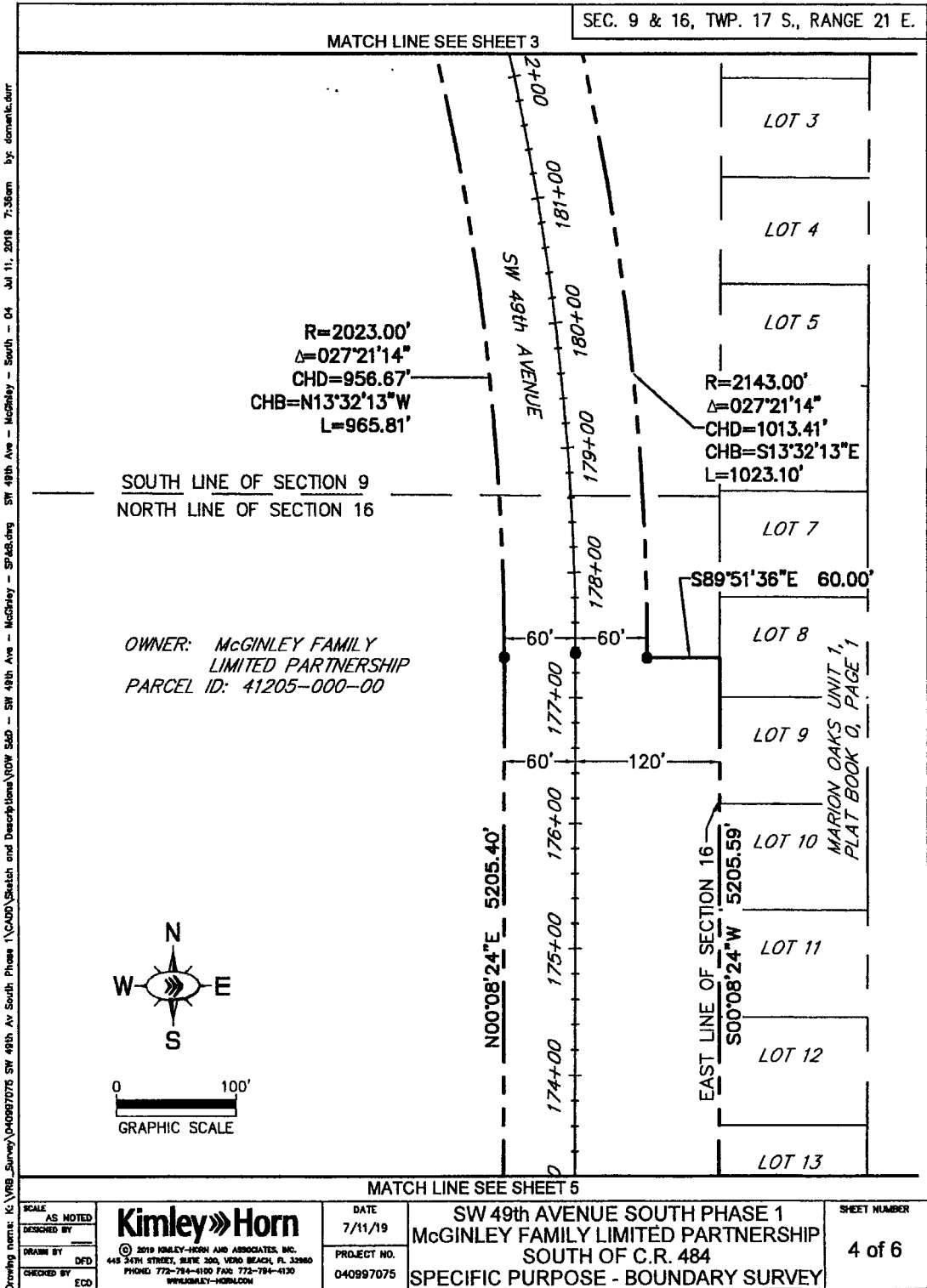
E.C. Demeter
 E.C. DEMETER, P.S.M. NO. 5179
 DATE: 7-11-19

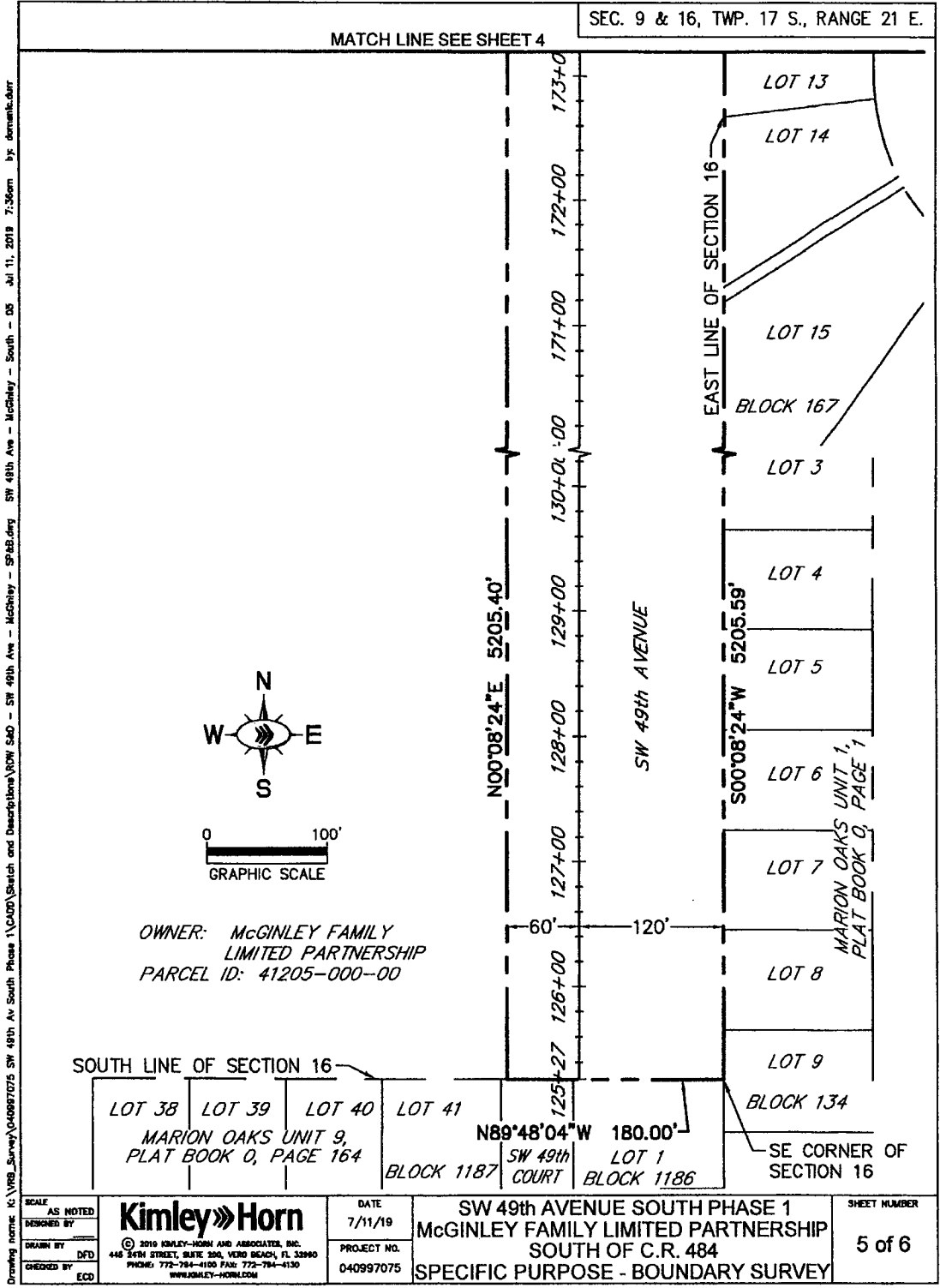
Not valid without the signature and seal of the Professional Surveyor and Mapper.

SCALE AS NOTED DESIGNED BY DRAWN BY DFD CHECKED BY ECD	Kimley»Horn © 2019 KIMLEY-HORN AND ASSOCIATES, INC. 442 54TH STREET, SUITE 200, VERO BEACH, FL 33580 PHONE: 772-784-4100 FAX: 772-784-4130 WWW.KIMLEY-HORN.COM	DATE 7/11/19 PROJECT NO. 040997075	SW 49th AVENUE SOUTH PHASE 1 MCGINLEY FAMILY LIMITED PARTNERSHIP SOUTH OF C.R. 484 SPECIFIC PURPOSE - BOUNDARY SURVEY	SHEET NUMBER 1 of 6
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LEGAL DESCRIPTION SW 49th AVENUE: MCGINLEY PARCEL SOUTH OF CR 484


ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 17 SOUTH, RANGE 21 EAST OF THE TALAHASSEE BASE MERIDIAN, MARION COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

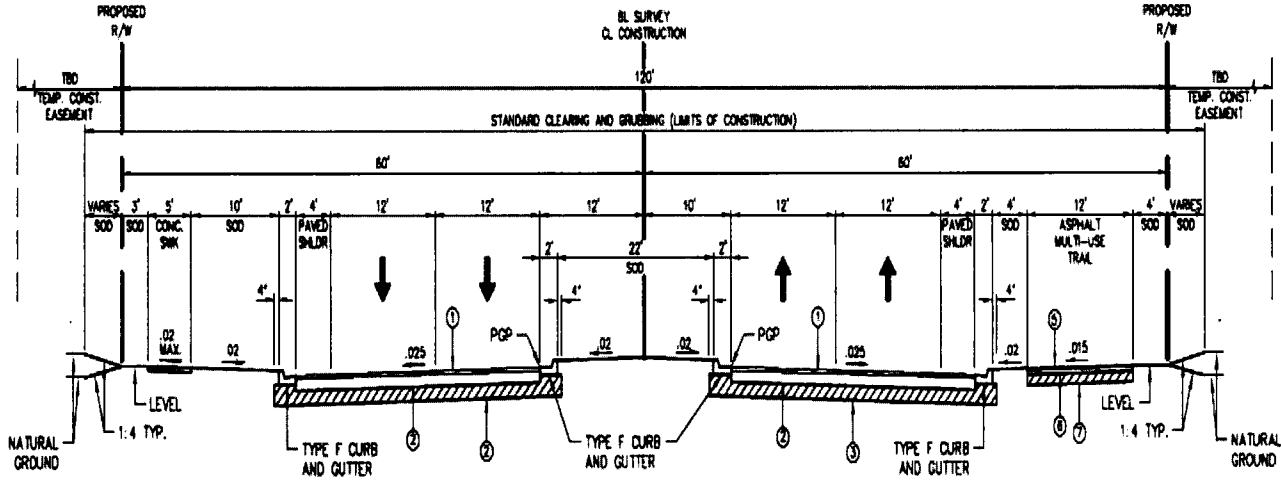
COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 9; THENCE, BEARING NORTH 89°44'18" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 9, A DISTANCE OF 759.30 FEET TO A POINT; THENCE, LEAVING SAID SOUTH LINE BEARING SOUTH 00°15'42" WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING SOUTH 40°34'32" WEST, A DISTANCE OF 43.28 FEET TO A POINT; THENCE, BEARING SOUTH 00°15'42" WEST, A DISTANCE OF 278.09 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,965.77 FEET, A CENTRAL ANGLE OF 06°30'15", A CHORD LENGTH OF 223.03 FEET, A CHORD BEARING OF SOUTH 02°59'25" EAST; THENCE, SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 223.15 FEET TO A POINT; THENCE, BEARING SOUTH 08°07'04" WEST, A DISTANCE OF 50.02 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,978.68 FEET, A CENTRAL ANGLE OF 19°34'07", A CHORD LENGTH OF 672.51 FEET, A CHORD BEARING OF SOUTH 17°25'48" EAST; THENCE, SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 675.79 FEET TO A POINT; THENCE, BEARING SOUTH 27°12'50" EAST, A DISTANCE OF 594.72 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,143.00 FEET, A CENTRAL ANGLE OF 27°21'14", A CHORD LENGTH OF 1,013.41 FEET, A CHORD BEARING OF SOUTH 13°32'13" EAST; THENCE, SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,023.10 FEET TO A POINT; THENCE, BEARING SOUTH 89°51'36" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 16; THENCE, BEARING SOUTH 00°08'24" WEST ALONG THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 5,205.59 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE, BEARING NORTH 89°48'04" WEST ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 180.00 FEET TO A POINT; THENCE, LEAVING SAID SOUTH LINE, BEARING NORTH 00°08'24" EAST, A DISTANCE OF 5,205.40 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,023.00 FEET, A CENTRAL ANGLE OF 27°21'14", A CHORD LENGTH OF 956.87 FEET, A CHORD BEARING OF NORTH 13°32'13" WEST; THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 965.81 FEET TO A POINT; THENCE, BEARING NORTH 27°12'50" WEST, A DISTANCE OF 594.73 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,143.00 FEET, A CENTRAL ANGLE OF 27°28'32", A CHORD LENGTH OF 1,017.84 FEET, A CHORD BEARING OF NORTH 13°28'34" WEST; THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,027.66 FEET TO A POINT; THENCE, BEARING NORTH 00°15'42" EAST, A DISTANCE OF 244.66 FEET TO A POINT; THENCE, BEARING NORTH 44°44'18" WEST, A DISTANCE OF 46.67 FEET TO A POINT; THENCE, BEARING NORTH 89°44'18" WEST, A DISTANCE OF 201.50 FEET TO A POINT; THENCE, BEARING NORTH 75°09'50" WEST, A DISTANCE OF 51.66 FEET TO A POINT; THENCE, BEARING SOUTH 89°44'18" EAST, A DISTANCE OF 450.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 1,297,207 SQUARE FEET OR 29.78 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

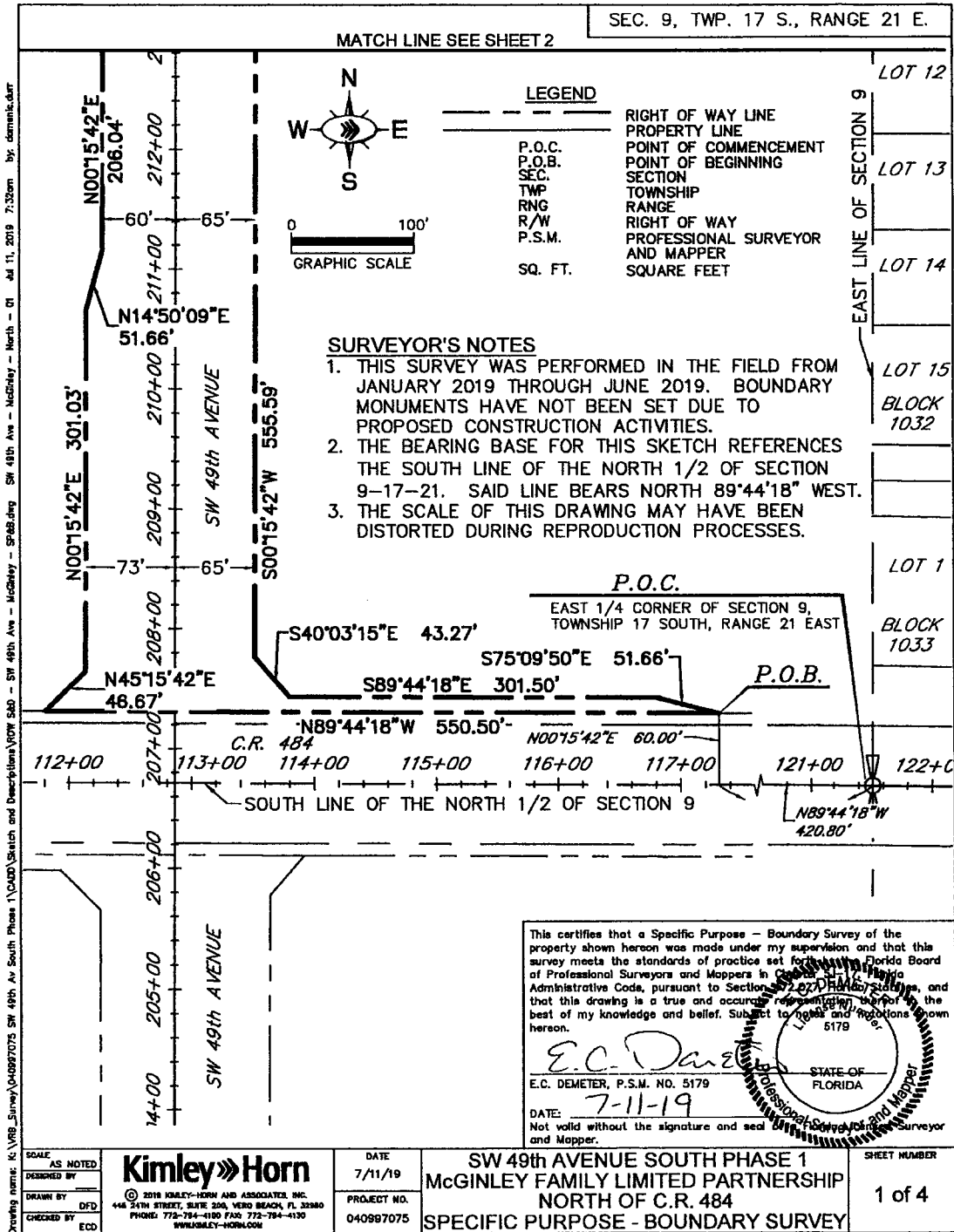
Drawing name: K:\VMB_Survey\040997075 SW 49th Av South Phase 1\CAAD\Sketch and Description\Draw SW49 - SW 49th Ave - McGinley - South - 06 Jul 11, 2019 7:37am by demetris.dair

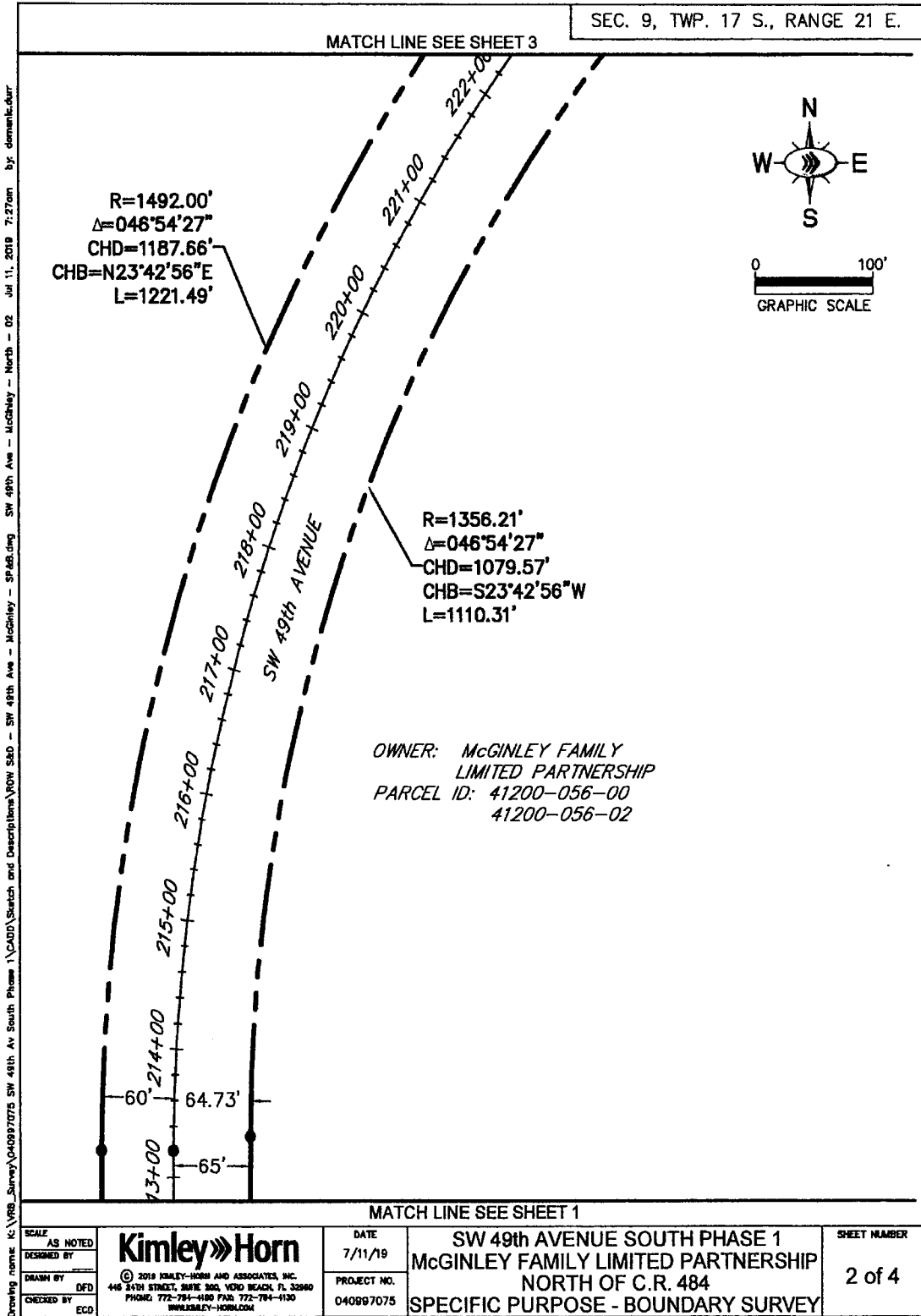
SCALE AS NOTED	 <p>© 2016 KIMLEY-HORN AND ASSOCIATES, INC. 418 34TH STREET, SUITE 200, VERO BEACH, FL 33990 PHONE: 772-794-4100 FAX: 772-794-4130 WWW.KIMLEY-HORN.COM</p>	DATE	SW 49th AVENUE SOUTH PHASE 1 MCGINLEY FAMILY LIMITED PARTNERSHIP SOUTH OF C.R. 484 SPECIFIC PURPOSE - BOUNDARY SURVEY	SHEET NUMBER
DESIGNED BY		7/11/19		6 of 6
DRAWN BY		PROJECT NO.		
CHECKED BY		040997075		
EDD				



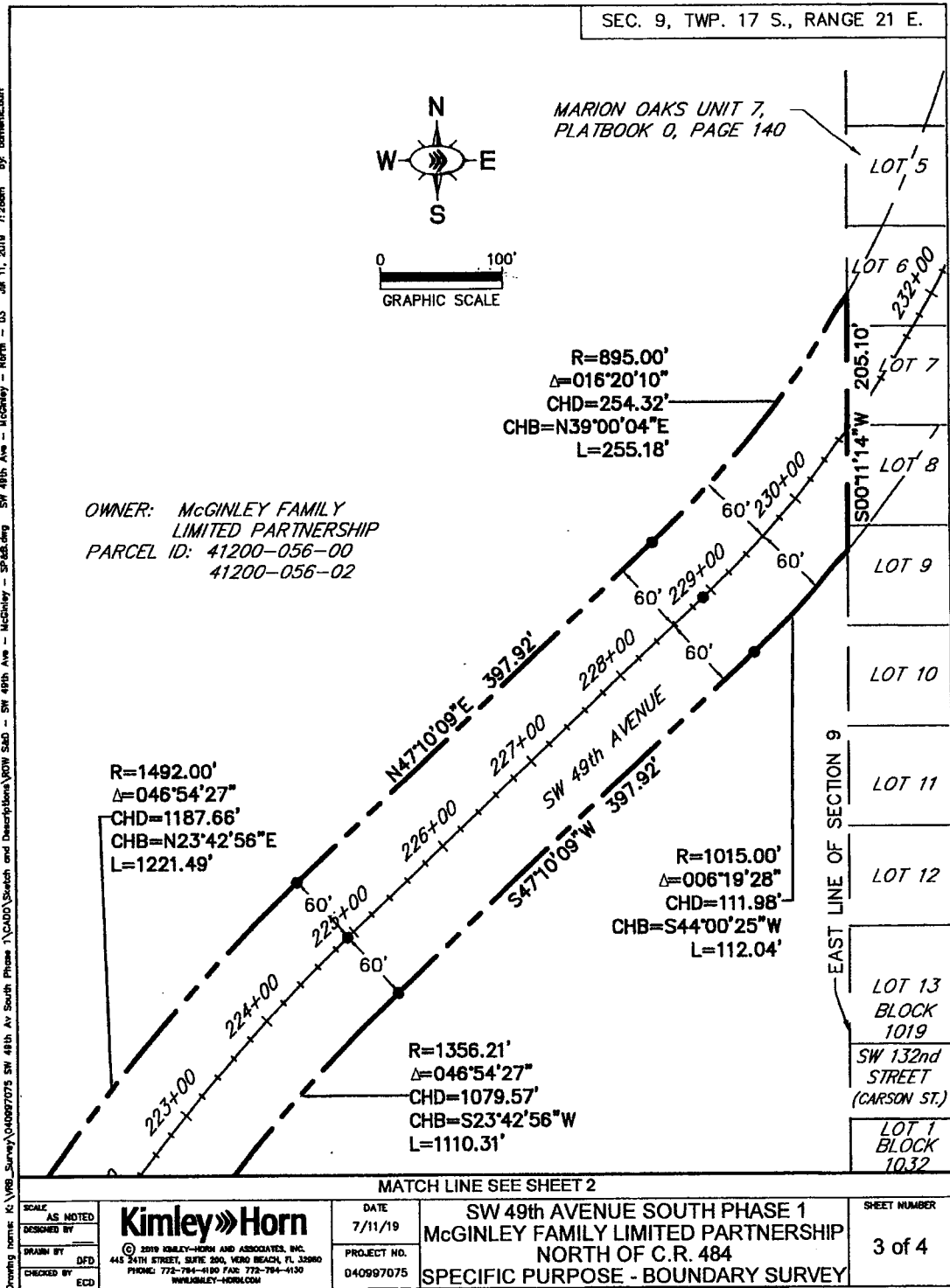
TYPICAL SECTION
SW 49th AVENUE
DESIGN SPEED 45 MPH

Exhibit "D"
Legal Description – SW 49th Avenue North Phase 1 (South of CR 484)





Drawing name: K:\VRB_Survey\040997075 SW 49th Av South Phase 1\CADD\Sketch and Description\ROW S&D - SW 49th Ave - McGinley - SP&B.dwg SW 49th Ave - McGinley - North - 02 Jul 11, 2019 7:27am by demarc.durr



Drawing Name: K:\WB_Survey\040997075 SW 49th Av South Phase 1\CADD\Sketch and Description\ROW S&D - SW 49th Ave - McGinley - North - 03 Jul 11, 2019 7:28am By: domenic.darr

Drawing name: K:\VRB_Survey\040997075 SW 49th Av South Phase 1\CAD\Sketch and Description\ROW S&B - SW 49th Ave - McGinley - SP&L.dwg SW 49th Ave - McGinley - North - 04 Jul 11, 2019 7:28am by: damianc.dur


LEGAL DESCRIPTION SW 49th AVENUE: MCGINLEY PARCEL NORTH OF CR 484

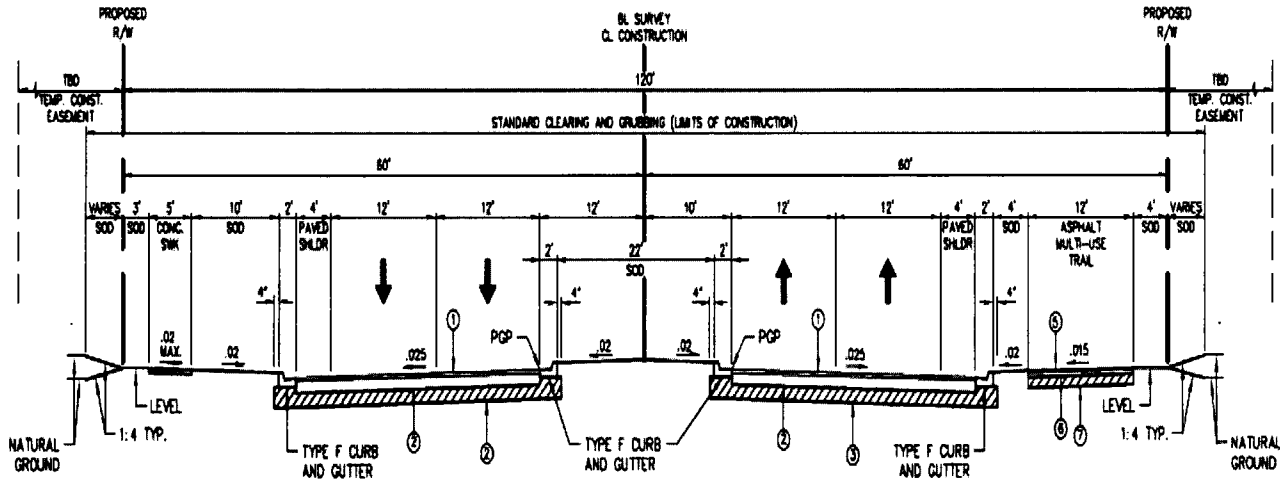
ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 21 EAST OF THE TALAHASSEE BASE MERIDIAN, MARION COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 9; THENCE, BEARING NORTH 89°44'18" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 9, A DISTANCE OF 420.80 FEET TO A POINT; THENCE, LEAVING SAID SOUTH LINE BEARING NORTH 00°15'42" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING NORTH 89°44'18" WEST, A DISTANCE OF 550.50 FEET TO A POINT; THENCE, BEARING NORTH 45°15'42" EAST, A DISTANCE OF 46.67 FEET TO A POINT; THENCE, BEARING NORTH 00°15'42" EAST, A DISTANCE OF 301.03 FEET TO A POINT; THENCE, BEARING NORTH 14°50'09" EAST, A DISTANCE OF 51.66 FEET TO A POINT; THENCE, BEARING NORTH 00°15'42" EAST, A DISTANCE OF 206.04 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,492.00 FEET, A CENTRAL ANGLE OF 46°54'27", A CHORD LENGTH OF 1,187.66 FEET, A CHORD BEARING OF NORTH 23°42'56" EAST; THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,221.49 FEET TO A POINT; THENCE, BEARING NORTH 47°10'09" EAST, A DISTANCE OF 397.92 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 895.00 FEET, A CENTRAL ANGLE OF 16°20'10", A CHORD LENGTH OF 254.32 FEET, A CHORD BEARING OF NORTH 39°00'04" EAST; THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 255.18 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 9; THENCE, BEARING SOUTH 00°11'14" WEST, ALONG SAID EAST LINE, A DISTANCE OF 205.10 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,015.00 FEET, A CENTRAL ANGLE OF 06°19'28", A CHORD LENGTH OF 111.98 FEET, A CHORD BEARING OF SOUTH 44°00'25" WEST; THENCE, LEAVING SAID EAST LINE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 112.04 FEET TO A POINT; THENCE, BEARING SOUTH 47°10'09" WEST, A DISTANCE OF 397.92 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,356.21 FEET, A CENTRAL ANGLE OF 46°54'27", A CHORD LENGTH OF 1,079.57 FEET, A CHORD BEARING OF SOUTH 23°42'56" WEST; THENCE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,110.31 FEET TO A POINT; THENCE, BEARING SOUTH 00°15'42" WEST, A DISTANCE OF 555.59 FEET TO A POINT; THENCE, BEARING SOUTH 40°03'15" EAST, A DISTANCE OF 43.27 FEET TO A POINT; THENCE, BEARING SOUTH 89°44'18" EAST, A DISTANCE OF 301.50 FEET TO A POINT; THENCE, BEARING SOUTH 75°09'50" EAST, A DISTANCE OF 51.66 FEET TO THE POINT OF BEGINNING.

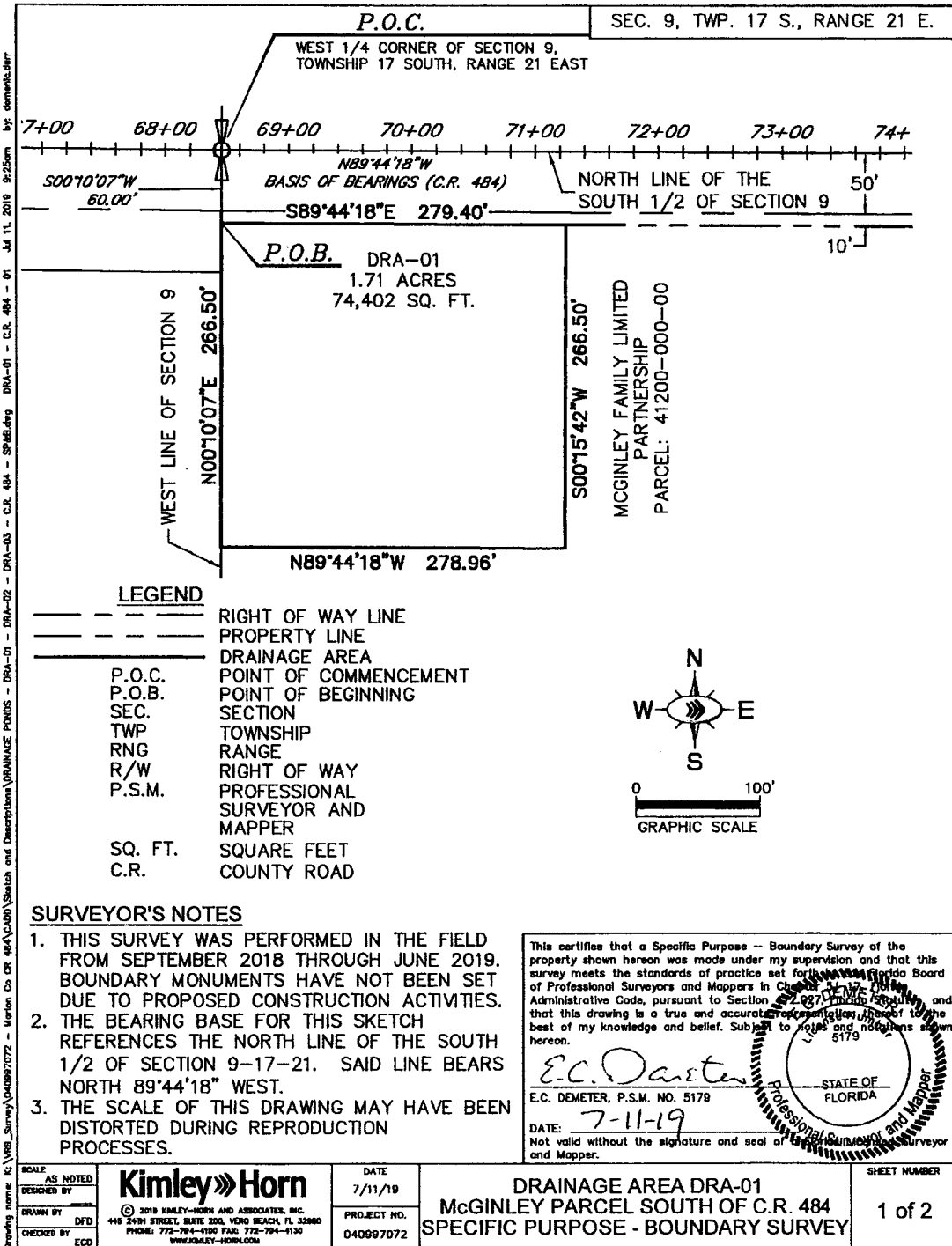
THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 296,037 SQUARE FEET OR 6.80 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

SCALE AS NOTED DESIGNED BY DRAWN BY DFD CHECKED BY ECD	 © 2019 KIMLEY-HORN AND ASSOCIATES, INC. 445 34TH STREET, SUITE 300, VERO BEACH, FL 33980 PHONE: 772-794-4100 FAX: 772-794-4130 WWW.KIMLEY-HORN.COM	DATE	SW 49th AVENUE SOUTH PHASE 1 MCGINLEY FAMILY LIMITED PARTNERSHIP NORTH OF C.R. 484 SPECIFIC PURPOSE - BOUNDARY SURVEY	SHEET NUMBER
		7/11/19		PROJECT NO.
		040997075		



TYPICAL SECTION
SW 49th AVENUE
DESIGN SPEED 45 MPH

Exhibit "E"
Legal Description - DRA-01



Drafting name: K:\V08_Survey\040907072 - Merion Co CR 484\CADD\Sketch and Description\DRAINAGE POINTS - DRA-01 - DRA-02 - DRA-03 - C.R. 484 - SPMB.dwg DRA-01 - C.R. 484 - 01 Jul 11, 2019 9:25am by: demeter.dier

- LEGEND**
- RIGHT OF WAY LINE
 - PROPERTY LINE
 - DRAINAGE AREA
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - SEC. SECTION
 - TWP. TOWNSHIP
 - RNG. RANGE
 - R/W. RIGHT OF WAY
 - P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
 - SQ. FT. SQUARE FEET
 - C.R. COUNTY ROAD

- SURVEYOR'S NOTES**
1. THIS SURVEY WAS PERFORMED IN THE FIELD FROM SEPTEMBER 2018 THROUGH JUNE 2019. BOUNDARY MONUMENTS HAVE NOT BEEN SET DUE TO PROPOSED CONSTRUCTION ACTIVITIES.
 2. THE BEARING BASE FOR THIS SKETCH REFERENCES THE NORTH LINE OF THE SOUTH 1/2 OF SECTION 9-17-21. SAID LINE BEARS NORTH 89°44'18" WEST.
 3. THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

This certifies that a Specific Purpose - Boundary Survey of the property shown hereon was made under my supervision and that this survey meets the standards of practice set forth in the Florida Board of Professional Surveyors and Mappers in Chapter 2037, Florida Statute, and Administrative Code, pursuant to Section 2037.01(1)(a), and that this drawing is a true and accurate representation of the best of my knowledge and belief. Subject to notes and notations shown hereon.

E.C. Demeter
 E.C. DEMETER, P.S.M. NO. 5179
 DATE: 7-11-19
 Not valid without the signature and seal of the Professional Surveyor and Mapper.

SCALE AS NOTED DESIGNED BY DRAWN BY DFD CHECKED BY ECD	Kimley Horn © 2019 KIMLEY-HORN AND ASSOCIATES, INC. 448 24TH STREET, SUITE 200, VERO BEACH, FL 33560 PHONE: 772-794-1000 FAX: 772-794-4130 WWW.KIMLEY-HORN.COM	DATE 7/11/19 PROJECT NO. 040907072	SHEET NUMBER DRAINAGE AREA DRA-01 MCGINLEY PARCEL SOUTH OF C.R. 484 SPECIFIC PURPOSE - BOUNDARY SURVEY 1 of 2
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SEC. 9, TWP. 17 S., RANGE 21 E.

LEGAL DESCRIPTION: DRA-01

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 21 EAST OF THE TALAHASSEE BASE MERIDIAN, MARION COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 9; THENCE, BEARING SOUTH 00°10'07" WEST ALONG THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

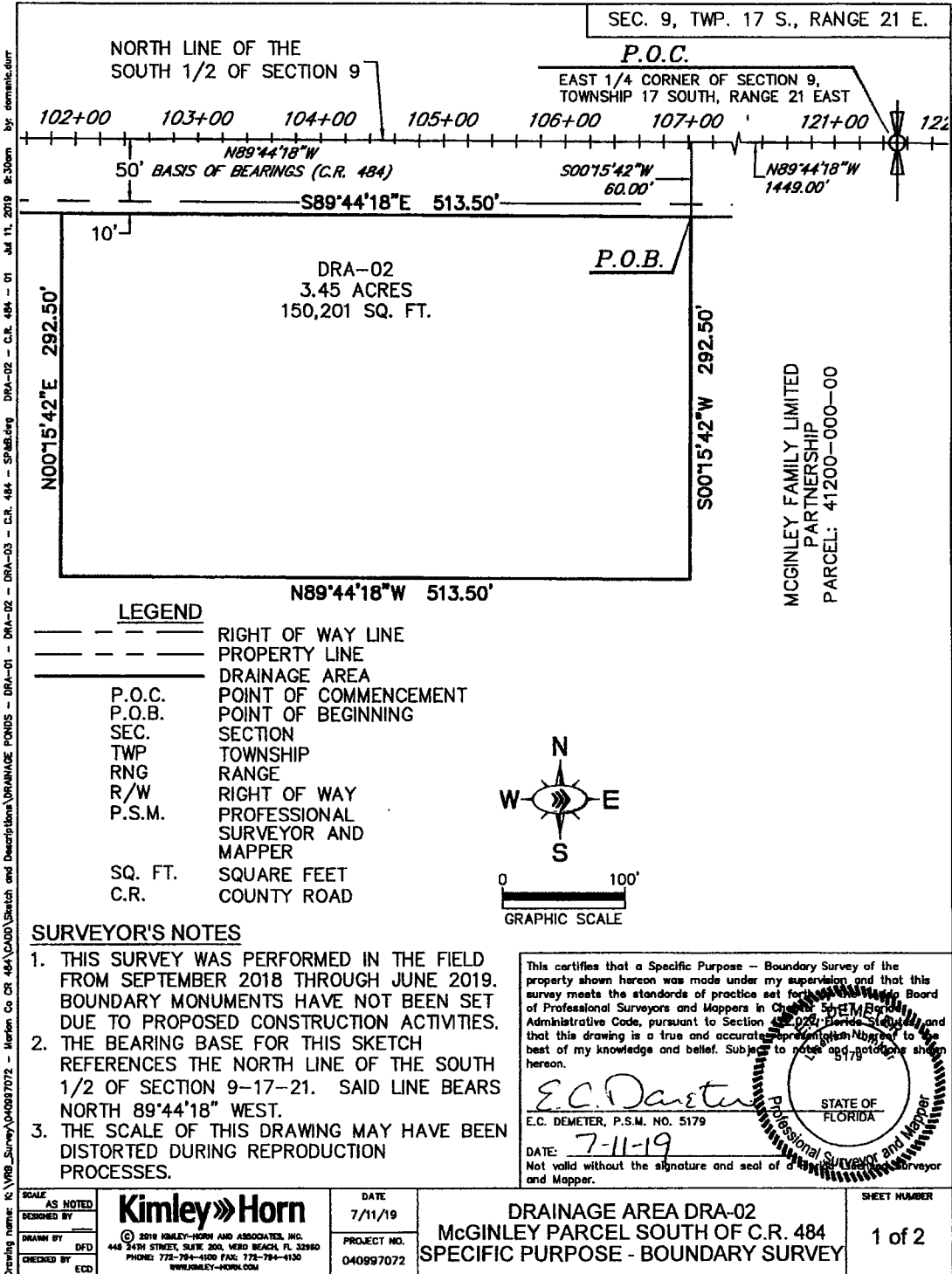
THENCE, LEAVING SAID WEST LINE BEARING SOUTH 89°44'18" EAST, A DISTANCE OF 279.40 FEET TO A POINT; THENCE, BEARING SOUTH 00°15'42" WEST, A DISTANCE OF 266.50 FEET TO A POINT; THENCE, BEARING NORTH 89°44'18" WEST, A DISTANCE OF 278.96 FEET TO A POINT ON SAID WEST LINE OF SECTION 9; THENCE, BEARING NORTH 00°10'07" EAST ALONG SAID WEST LINE, A DISTANCE OF 266.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 74,402 SQUARE FEET OR 1.71 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

Drawing name: I:\VRB_Survey\040997072 - Marion Co CR 484\CA00\Sketch and Description\DRAINAGE PONDS - DRA-01 - DRA-01 - DRA-02 - DRA-03 - DRA-04 - SPAB.dwg by: demark.darr Jul 11, 2019 9:26am

SCALE AS NOTED	Kimley»Horn © 2018 KIMLEY-HORN AND ASSOCIATES, INC. 445 24TH STREET, SUITE 200, VERO BEACH, FL 33980 PHONE: 772-794-6100 FAX: 772-794-6130 WWW.KIMLEY-HORN.COM	DATE 7/11/19	DRAINAGE AREA DRA-01 MCGINLEY PARCEL SOUTH OF C.R. 484 SPECIFIC PURPOSE - BOUNDARY SURVEY	SHEET NUMBER 2 of 2
DESIGNED BY		PROJECT NO. 040997072		
DRAWN BY DFD				
CHECKED BY ECD				

Exhibit "F"
Legal Description - DRA-02



SEC. 9, TWP. 17 S., RANGE 21 E.

LEGAL DESCRIPTION: DRA-02

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 21 EAST OF THE TALAHASSEE BASE MERIDIAN, MARION COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 9; THENCE, BEARING NORTH 89°44'18" WEST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 9, A DISTANCE OF 1449.00 FEET TO A POINT; THENCE, LEAVING SAID NORTH LINE BEARING SOUTH 00°15'42" WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

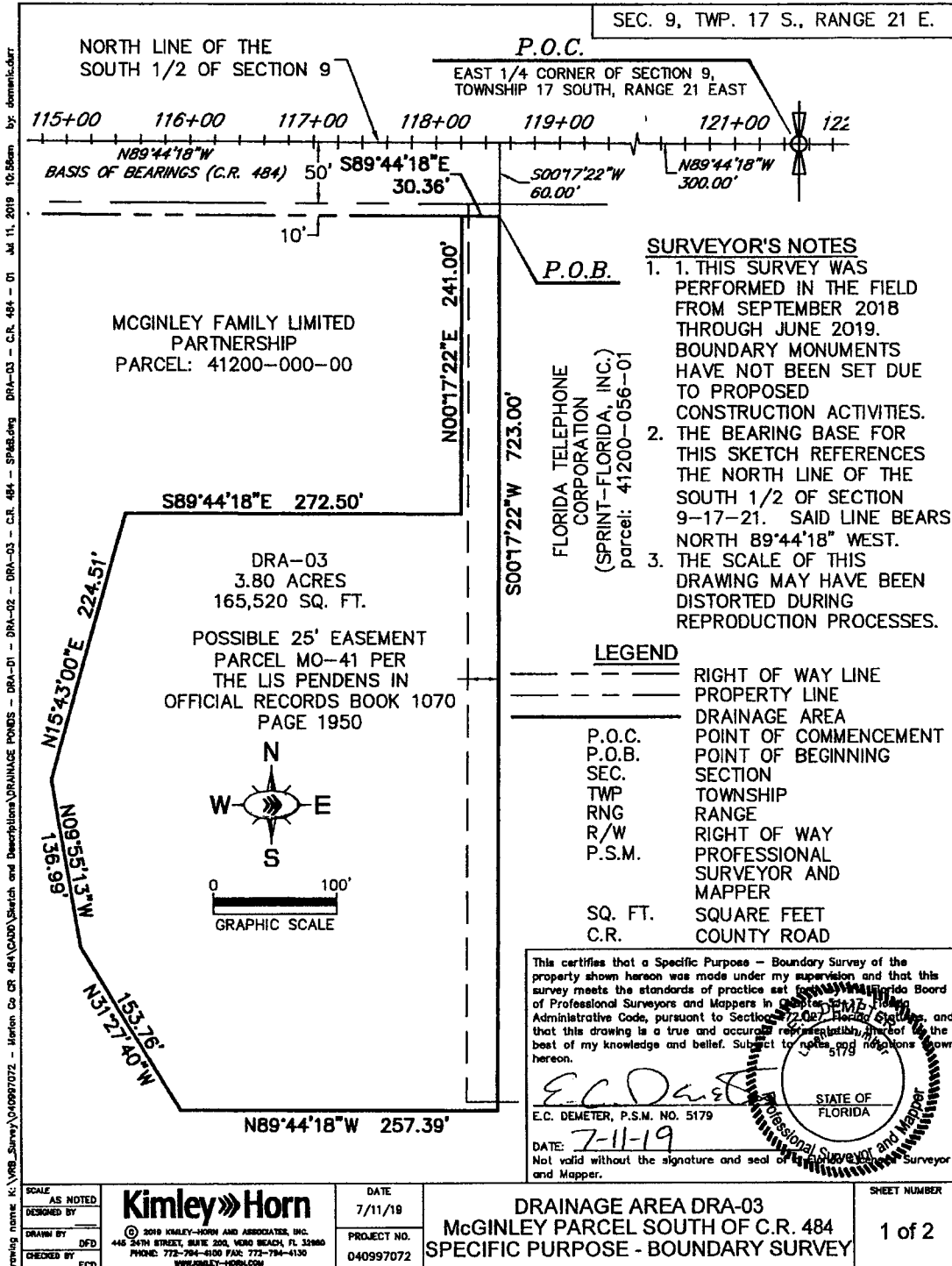
THENCE, BEARING SOUTH 00°15'42" WEST, A DISTANCE OF 292.50 FEET TO A POINT; THENCE, BEARING NORTH 89°44'18" WEST, A DISTANCE OF 513.50 FEET TO A POINT; THENCE, BEARING NORTH 00°15'42" EAST, A DISTANCE OF 292.50 FEET TO A POINT; THENCE, BEARING SOUTH 89°44'18" EAST, A DISTANCE OF 513.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 150,201 SQUARE FEET OR 3.45 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

Drawing name: K:\VRB_Survey\040997072 - Marion Co CR 48A\CADD\Sketch and Description\DRAINAGE PONDS - DRA-01 - DRA-02 - DRA-03 - CR 48A - SPAB.dwg DRA-02 - CR 48A - Jul 11, 2019 8:30am b.j. demantk.dwt

SCALE AS NOTED	Kimley»Horn © 2018 KIMLEY-HORN AND ASSOCIATES, INC. 448 24TH STREET, SUITE 200, VERO BEACH, FL 32960 PHONE: 772-794-4100 FAX: 772-794-4130 WWW.KIMLEY-HORN.COM	DATE 7/11/19	DRAINAGE AREA DRA-02 McGINLEY PARCEL SOUTH OF C.R. 484 SPECIFIC PURPOSE - BOUNDARY SURVEY	SHEET NUMBER 2 of 2
DESIGNED BY		PROJECT NO. 040997072		
DRAWN BY DFD				
CHECKED BY EOD				

Exhibit "G"
Legal Description - DRA-03



SEC. 9, TWP. 17 S., RANGE 21 E.

LEGAL DESCRIPTION: DRA-03

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 21 EAST OF THE TALAHASSEE BASE MERIDIAN, MARION COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 9; THENCE, BEARING NORTH 89°44'18" WEST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 9, A DISTANCE OF 300.00 FEET TO A POINT; THENCE, LEAVING SAID NORTH LINE BEARING SOUTH 00°15'42" WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING SOUTH 00°17'22" WEST, A DISTANCE OF 723.00 FEET TO A POINT; THENCE, BEARING NORTH 89°44'18" WEST, A DISTANCE OF 257.39 FEET TO A POINT; THENCE, BEARING NORTH 31°27'40" WEST, A DISTANCE OF 153.76 FEET TO A POINT; THENCE, BEARING NORTH 09°55'13" WEST, A DISTANCE OF 136.99 FEET TO A POINT; THENCE, BEARING NORTH 15°43'00" EAST, A DISTANCE OF 224.51 FEET TO A POINT; THENCE, BEARING SOUTH 89°44'18" EAST, A DISTANCE OF 272.50 FEET TO A POINT; THENCE, BEARING NORTH 00°17'22" EAST, A DISTANCE OF 241.00 FEET TO A POINT; THENCE, BEARING SOUTH 89°44'18" EAST, A DISTANCE OF 30.36 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 165,520 SQUARE FEET OR 3.80 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

Drawing name: I:\VRB_Survey\040997072 - Marion Co CR 484\CADD\Sketch and Description\DRAINAGE PONDS - DRA-01 - DRA-02 - DRA-03 - DRA-03 - C.R. 484 - SP&B.dwg DRA-03 - C.R. 484 - 02 Jul 11, 2018 9:35am by: dominic.durr


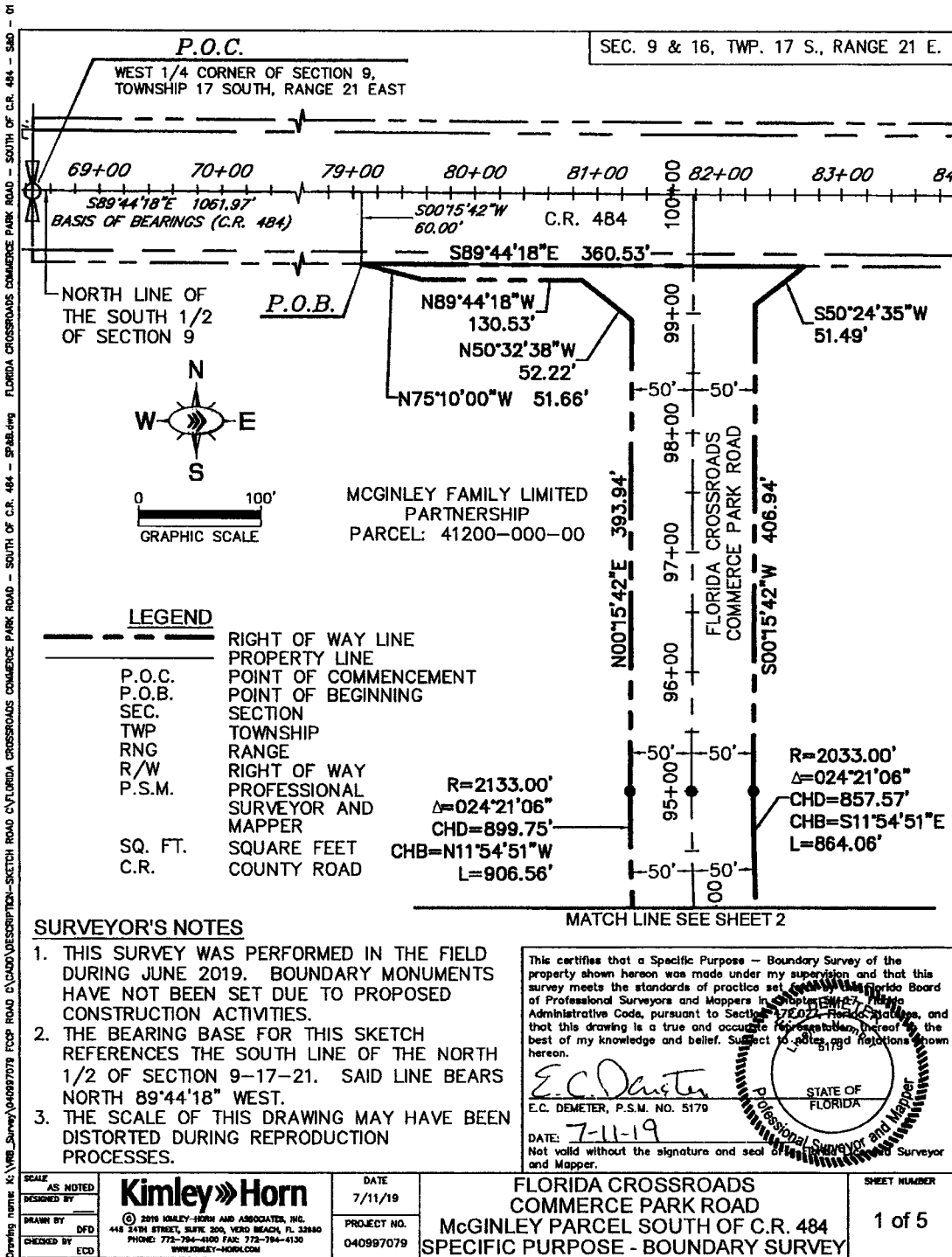
SCALE AS NOTED	 © 2018 KIMLEY-HORN AND ASSOCIATES, INC. 414 24TH STREET, SUITE 200, VERO BEACH, FL 32980 PHONE: 772-794-4150 FAX: 772-794-4150 WWW.KIMLEY-HORN.COM	DATE 7/11/19	DRAINAGE AREA DRA-03 MCGINLEY PARCEL SOUTH OF C.R. 484 SPECIFIC PURPOSE - BOUNDARY SURVEY	SHEET NUMBER 2 of 2
DESIGNED BY		PROJECT NO. 040997072		
DRAWN BY DFD				
CHECKED BY ECC				

Exhibit "H"
Legal Description - Western Road



SURVEYOR'S NOTES

1. THIS SURVEY WAS PERFORMED IN THE FIELD DURING JUNE 2019. BOUNDARY MONUMENTS HAVE NOT BEEN SET DUE TO PROPOSED CONSTRUCTION ACTIVITIES.
2. THE BEARING BASE FOR THIS SKETCH REFERENCES THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 9-17-21. SAID LINE BEARS NORTH 89°44'18\" WEST.
3. THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

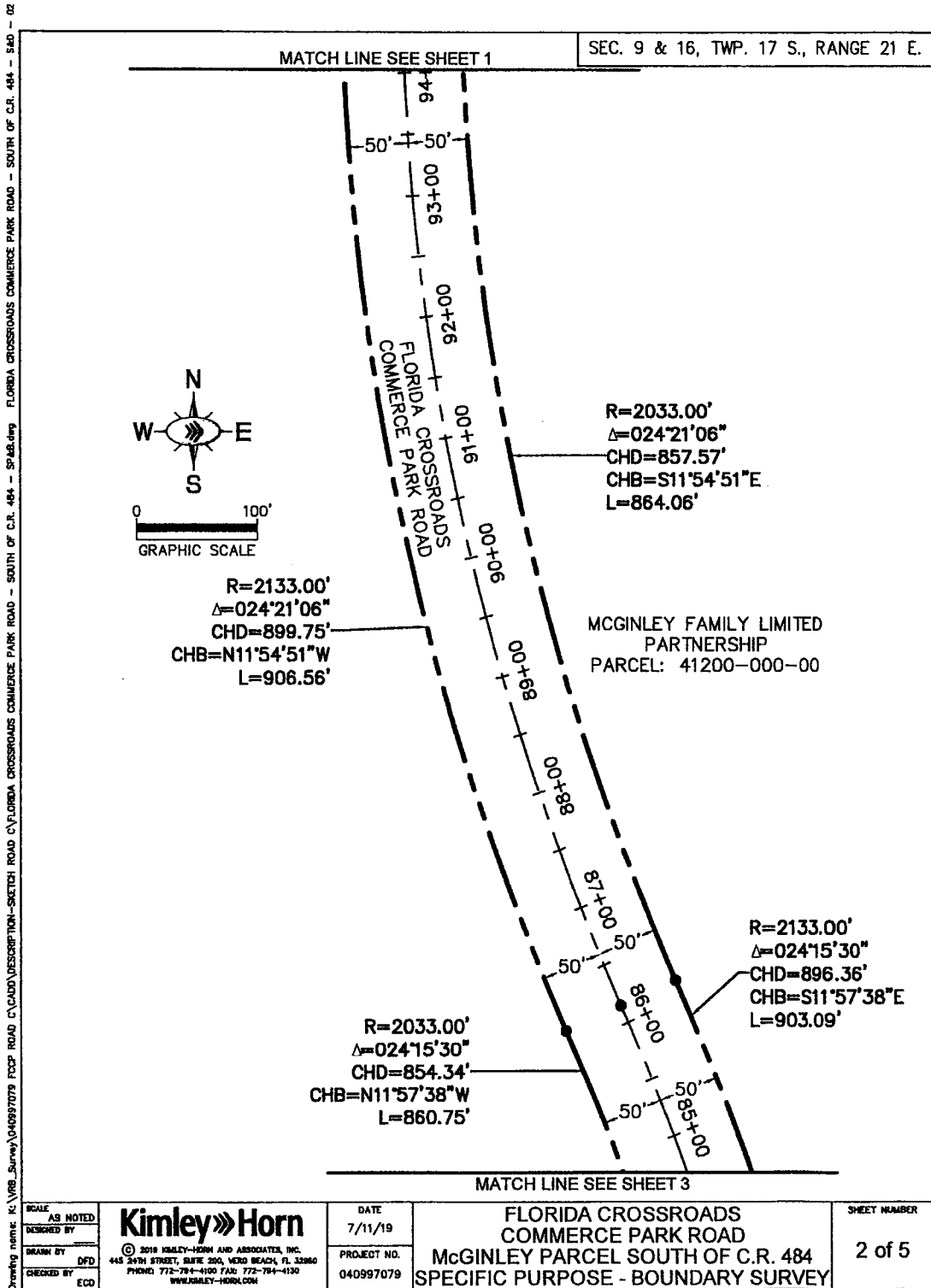
This certifies that a Specific Purpose - Boundary Survey of the property shown hereon was made under my supervision and that this survey meets the standards of practice set forth in the Florida Board of Professional Surveyors and Mappers Chapter 227, Florida Administrative Code, pursuant to Section 227.024, Florida Statute, and that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to all regulations shown hereon.

E.C. Demeter
E.C. DEMETER, P.S.M. NO. 5179

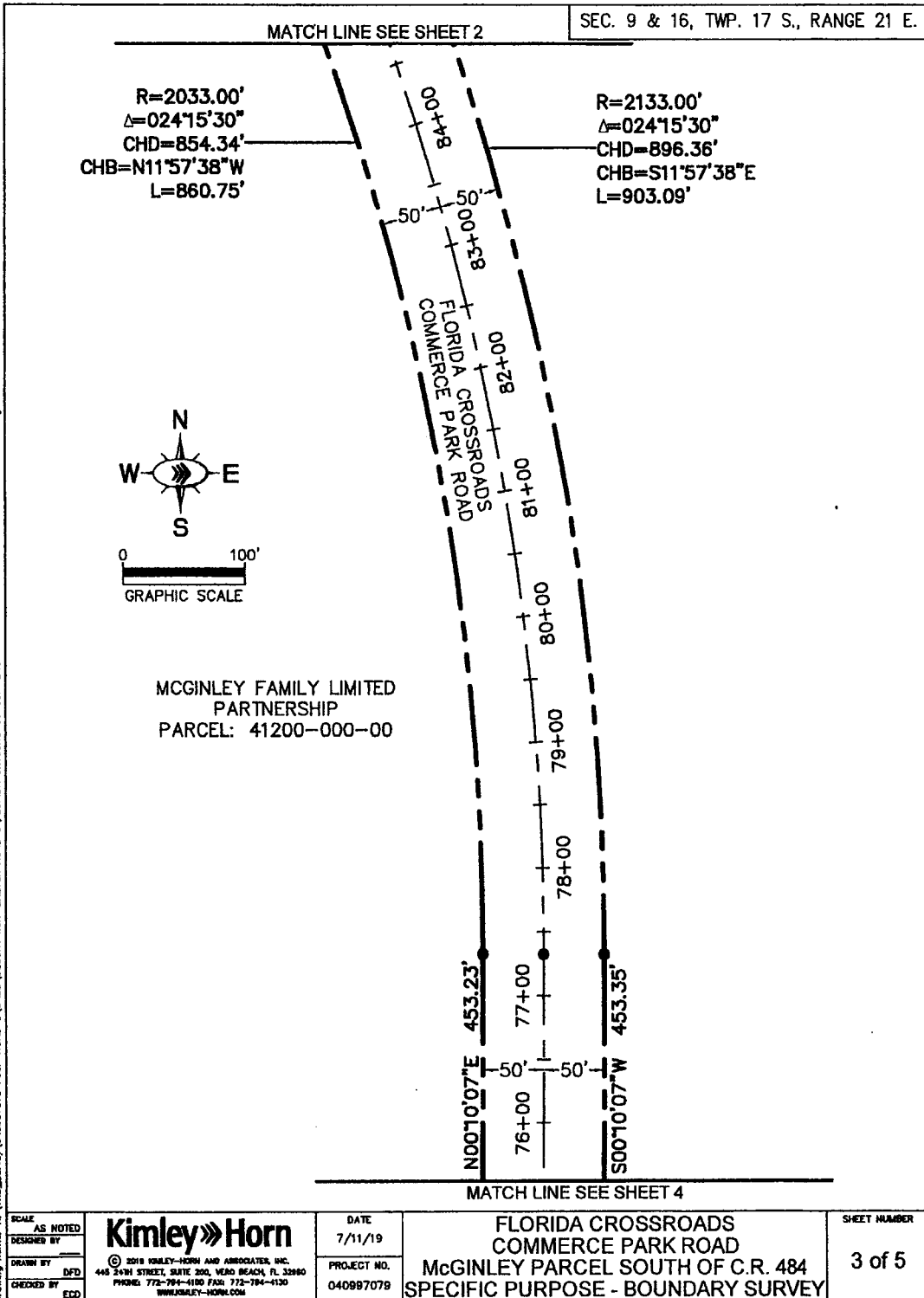
DATE: 7-11-19

Not valid without the signature and seal of the Professional Surveyor and Mapper.

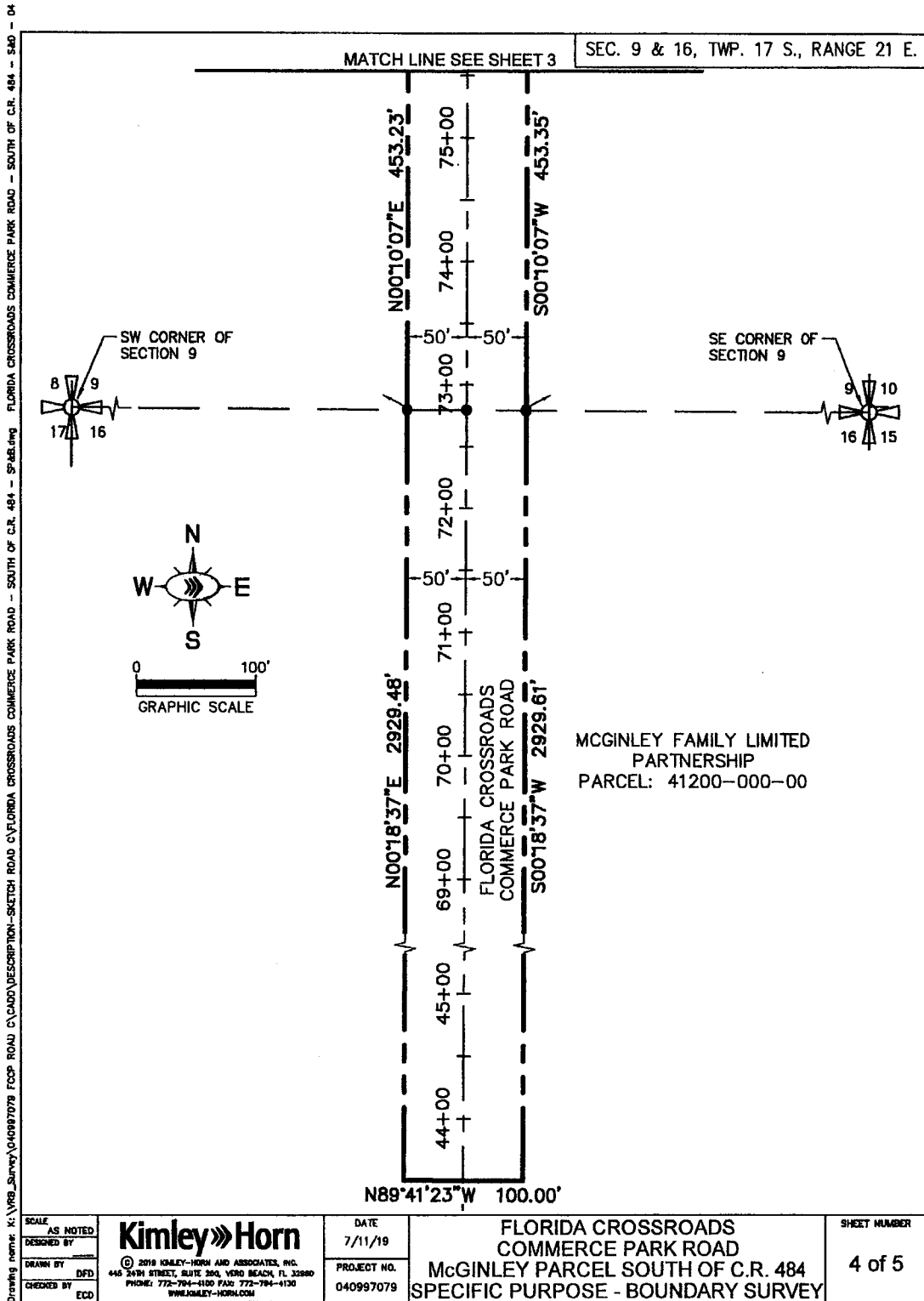
SCALE AS NOTED DESIGNED BY DRAWN BY DFD CHECKED BY ECD	Kimley-Horn © 2019 KIMLEY-HORN AND ASSOCIATES, INC. 418 24TH STREET, SUITE 200, VERO BEACH, FL 33880 PHONE: 772-794-4100 FAX: 772-794-4130 WWW.KIMLEY-HORN.COM	DATE 7/11/19 PROJECT NO. 040997079	FLORIDA CROSSROADS COMMERCE PARK ROAD MCGINLEY PARCEL SOUTH OF C.R. 484 SPECIFIC PURPOSE - BOUNDARY SURVEY	SHEET NUMBER 1 of 5
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Drawing name: K:\VRB_Survey\040997079 TDCP ROAD_C\Auto\DESCRIPTION--SKETCH ROAD_C\FLOIDA CROSSROADS COMMERCE PARK ROAD - SOUTH OF C.R. 484 - SP468.dwg



SCALE AS NOTED	Kimley»Horn © 2018 KIMLEY-HORN AND ASSOCIATES, INC. 448 24TH STREET, SUITE 200, VERO BEACH, FL 33460 PHONE: 772-794-4100 FAX: 772-794-4130 WWW.KIMLEY-HORN.COM	DATE 7/11/19	FLORIDA CROSSROADS COMMERCE PARK ROAD MCGINLEY PARCEL SOUTH OF C.R. 484 SPECIFIC PURPOSE - BOUNDARY SURVEY	SHEET NUMBER 3 of 5
DESIGNED BY		PROJECT NO. 040997079		
DRAWN BY DFD				
CHECKED BY EED				



Drawing name: K:\VMB_Survey\040997079 F0CP ROAD C:\CAD\DESCRIPTION-SKETCH ROAD C:\FLORIDA CROSSROADS COMMERCE PARK ROAD - SOUTH OF C.R. 484 - SP88.dwg FLORIDA CROSSROADS COMMERCE PARK ROAD - SOUTH OF C.R. 484 - S4D - 05

SEC. 9 & 16, TWP. 17 S., RANGE 21 E.


LEGAL DESCRIPTION: FLORIDA CROSSROADS COMMERCE PARK ROAD

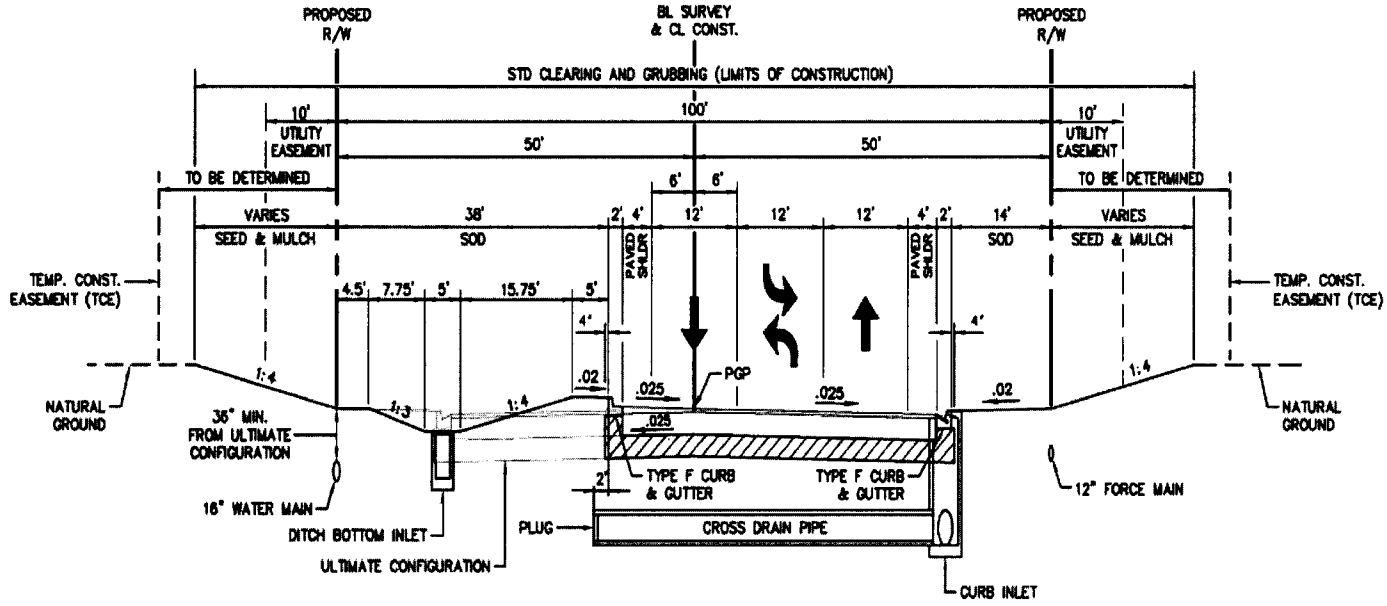
ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 17 SOUTH, RANGE 21 EAST OF THE TALAHASSEE BASE MERIDIAN, MARION COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 9; THENCE, BEARING SOUTH 89°44'18" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 9, A DISTANCE OF 1081.97 FEET TO A POINT; THENCE, LEAVING SAID SOUTH LINE BEARING SOUTH 00°15'42" WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING SOUTH 89°44'18" EAST, A DISTANCE OF 360.53 FEET TO A POINT; THENCE, BEARING SOUTH 50°24'35" WEST, A DISTANCE OF 51.49 FEET TO A POINT; THENCE, BEARING SOUTH 00°15'42" WEST, A DISTANCE OF 406.94 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,033.00 FEET, A CENTRAL ANGLE OF 24°21'06", A CHORD LENGTH OF 857.57 FEET, A CHORD BEARING OF SOUTH 11°54'51" EAST; THENCE, SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 864.06 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,133.00 FEET, A CENTRAL ANGLE OF 24°15'30", A CHORD LENGTH OF 896.36 FEET, A CHORD BEARING OF SOUTH 11°57'38" EAST; THENCE, SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 903.09 FEET TO A POINT; THENCE, BEARING SOUTH 00°10'07" WEST, A DISTANCE OF 453.35 FEET TO A POINT; THENCE, BEARING SOUTH 00°18'37" WEST, A DISTANCE OF 2,929.61 FEET TO A POINT; THENCE, BEARING NORTH 89°41'23" WEST, A DISTANCE OF 100.00 FEET TO A POINT; THENCE, BEARING NORTH 00°18'37" EAST, A DISTANCE OF 2,929.48 FEET TO A POINT; THENCE, BEARING NORTH 00°10'07" EAST, A DISTANCE OF 453.23 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,033.00 FEET, A CENTRAL ANGLE OF 24°15'30", A CHORD LENGTH OF 854.34 FEET, A CHORD BEARING OF NORTH 11°57'38" WEST; THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 860.75 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,133.00 FEET, A CENTRAL ANGLE OF 24°21'06", A CHORD LENGTH OF 899.75 FEET, A CHORD BEARING OF NORTH 11°54'51" WEST; THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 906.56 FEET TO A POINT; THENCE, BEARING NORTH 00°15'42" EAST, A DISTANCE OF 393.94 FEET TO A POINT; THENCE, BEARING NORTH 50°32'38" WEST, A DISTANCE OF 52.22 FEET TO A POINT; THENCE, BEARING NORTH 89°44'18" WEST, A DISTANCE OF 130.53 FEET TO A POINT; THENCE, BEARING NORTH 75°10'00" WEST, A DISTANCE OF 51.66 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 562,868 SQUARE FEET OR 12.92 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

SCALE AS NOTED	 © 2016 KIMLEY-HORN AND ASSOCIATES, INC. 415 24TH STREET, SUITE 200, VERO BEACH, FL 33580 PHONE: 772-794-4100 FAX: 772-794-4130 WWW.KIMLEY-HORN.COM	DATE 7/11/19	FLORIDA CROSSROADS COMMERCE PARK ROAD MCGINLEY PARCEL SOUTH OF C.R. 484 SPECIFIC PURPOSE - BOUNDARY SURVEY	SHEET NUMBER 5 of 5
DESIGNED BY		PROJECT NO. 040997079		
DRAWN BY DFD				
CHECKED BY EGD				



TYPICAL SECTION
FLORIDA CROSSROADS COMMERCE PARK
3 LANE UNDIVIDED-CURB & GUTTER SECTION (INTERIM)
5 LANE UNDIVIDED-CURB & GUTTER SECTION (ULTIMATE)
DESIGN SPEED 45 MPH

Exhibit "I"
Potable Water Line Extension Route

[TO BE ANNEXED TO AGREEMENT WHEN RECEIVED]

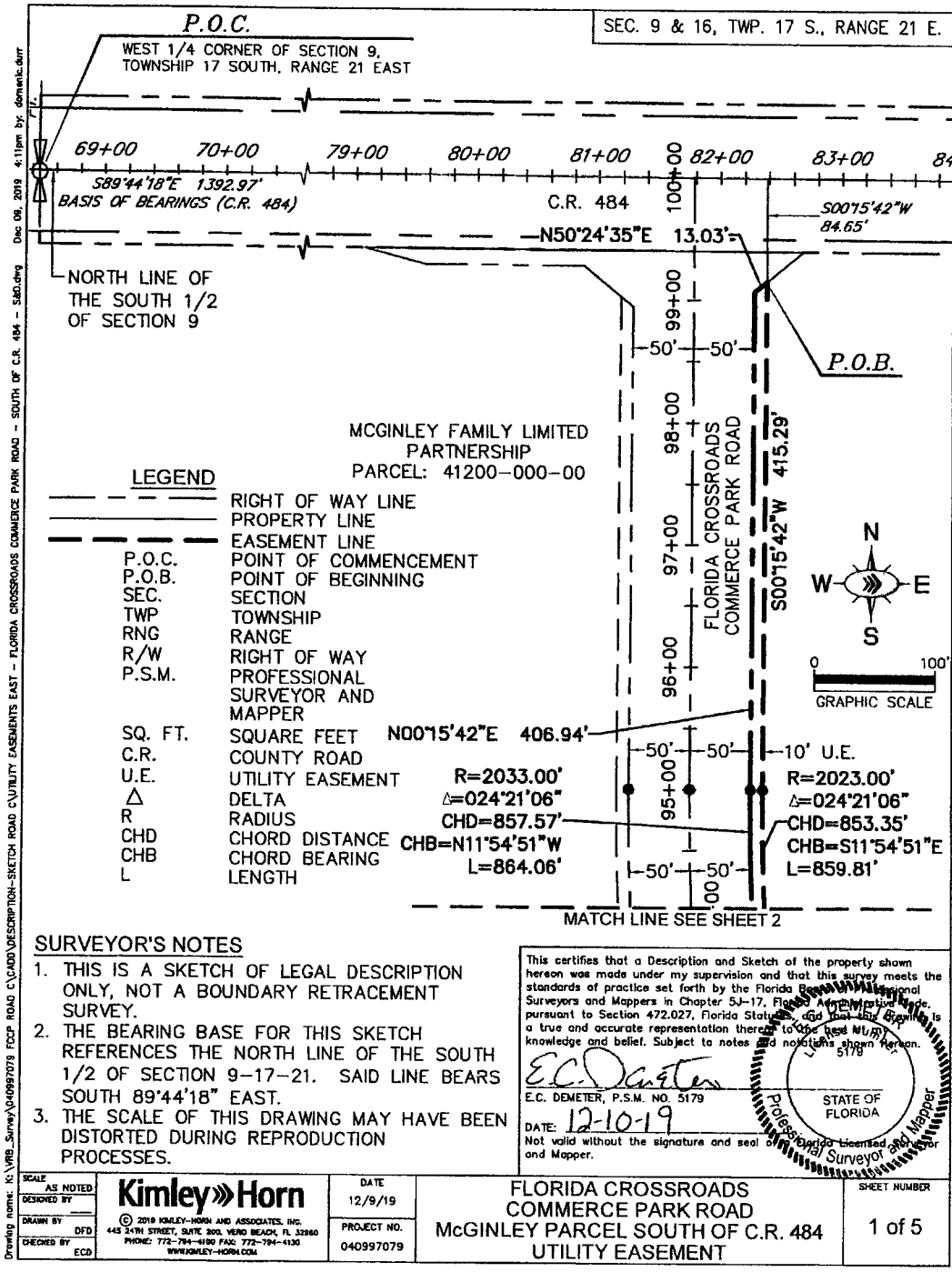
Exhibit "J"
Sanitary Sewer Main Extension Route

[TO BE ANNEXED TO AGREEMENT WHEN RECEIVED]

Exhibit "K"
Project Summary Matrix

FLORIDA CROSSROADS COMMERCE PARK PROJECT SCHEDULE MATRIX				
Improvement	Initiation Date: Design and Permitting	Completion Date: Design & Permitting	Initiation Date: Construction	Completion Date: Construction
CR 484 Improvements	8/17/18	11/15/19	2/28/20	12/31/2020
Western Road	4/18/19	1/17/20	2/28/20	12/31/2020
SW 49 th Avenue South of 484	12/5/18	1/17/20	2/28/20	12/31/2020
SW 49 th Avenue North of 484	12/5/18	5/15/20	10/1/2020 (delayed because of FY budget)	Not critical +6 months after initiation date for construction
DRA-01	8/17/18	11/15/19	2/28/20	12/31/2020
DRA-02	8/17/18	11/15/19	2/28/20	12/31/2020
DRA-03	8/17/18	12/21/19	2/28/20	12/31/2020
16" Inch Potable Water Line Extension (CR 484 from Marion Oaks Pass to the FCCP Road; the internal road (FCCP Road) from CR 484 south to the bisect where the line turns west and runs to the property line, south for +/- 1,000 to 143 rd Rd. St. west to Marion Oaks Pass south to 150 th Lane, east to the WTP).	5/2/2019	12/4/2019	2/28/20	10/1/2020
12" Sanitary Sewer Line Extension (CR 484 from Marion Oaks Pass to the FCCP Road; the internal road (FCCP Road) from CR 484 south to the Project Farmer's point of connection (driveway)).	8/17/18	11/15/19	2/28/20	10/1/2020

Exhibit "L"
Utility Easement – Eastern Side of Western Road



Drawing name: K:\VRB_Survey\040997079 F0CP ROAD C:\ADD\DESCRIPTION-SKETCH ROAD C\UTILITY EASEMENTS EAST - FLORIDA CROSSROADS COMMERCE PARK ROAD - SOUTH OF C.R. 484 - S80.dwg
 Date: 08, 2019 4:11pm By: demeter.dmr

LEGEND

---	RIGHT OF WAY LINE
---	PROPERTY LINE
---	EASEMENT LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
SEC.	SECTION
TWP.	TOWNSHIP
RNG.	RANGE
R/W.	RIGHT OF WAY
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
SQ. FT.	SQUARE FEET
C.R.	COUNTY ROAD
U.E.	UTILITY EASEMENT
Δ	DELTA
R	RADIUS
CHD	CHORD DISTANCE
CHB	CHORD BEARING
L	LENGTH

- SURVEYOR'S NOTES**
1. THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.
 2. THE BEARING BASE FOR THIS SKETCH REFERENCES THE NORTH LINE OF THE SOUTH 1/2 OF SECTION 9-17-21. SAID LINE BEARS SOUTH 89°44'18" EAST.
 3. THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

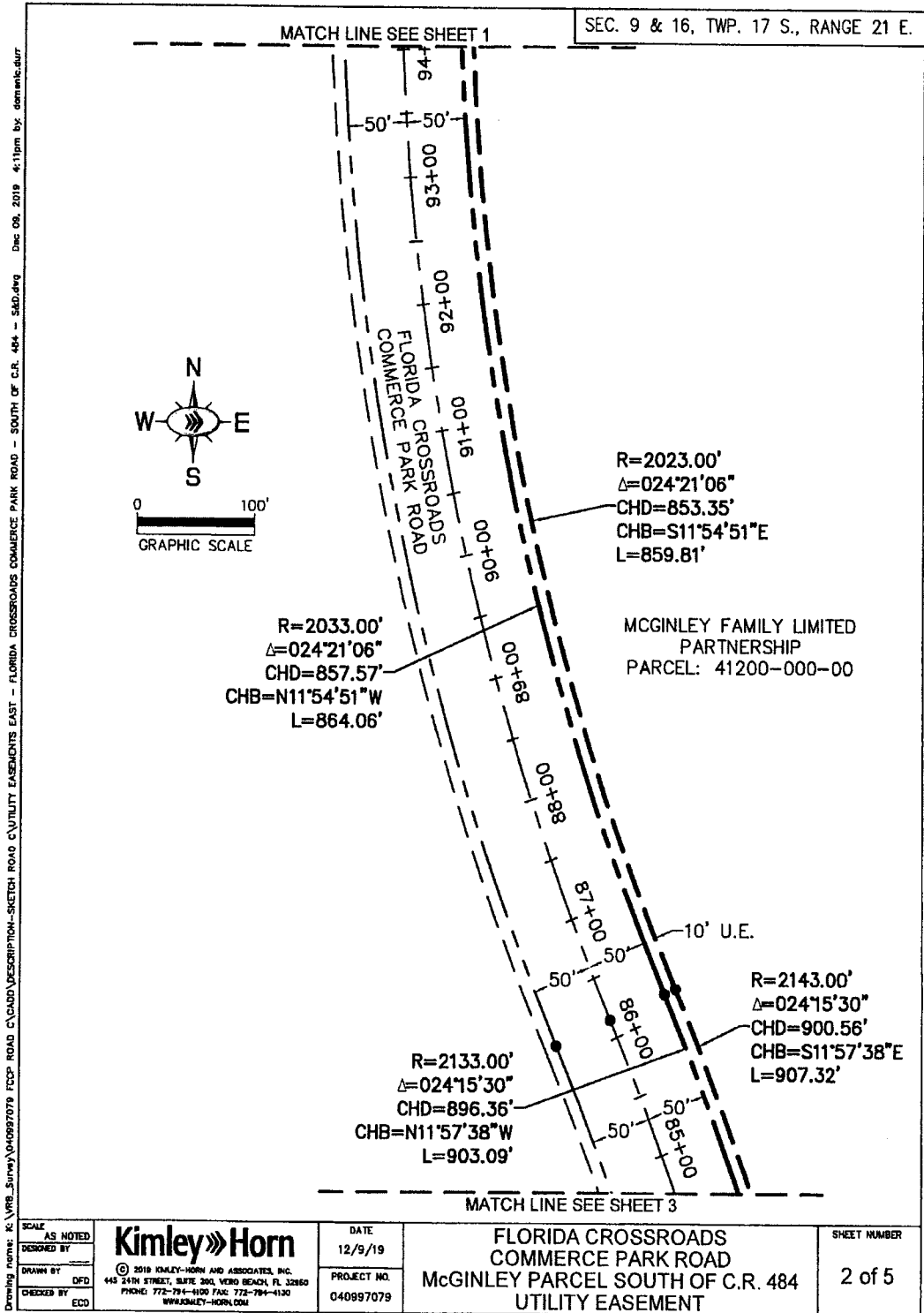
This certifies that a Description and Sketch of the property shown hereon was made under my supervision and that this survey meets the standards of practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. This description and sketch is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

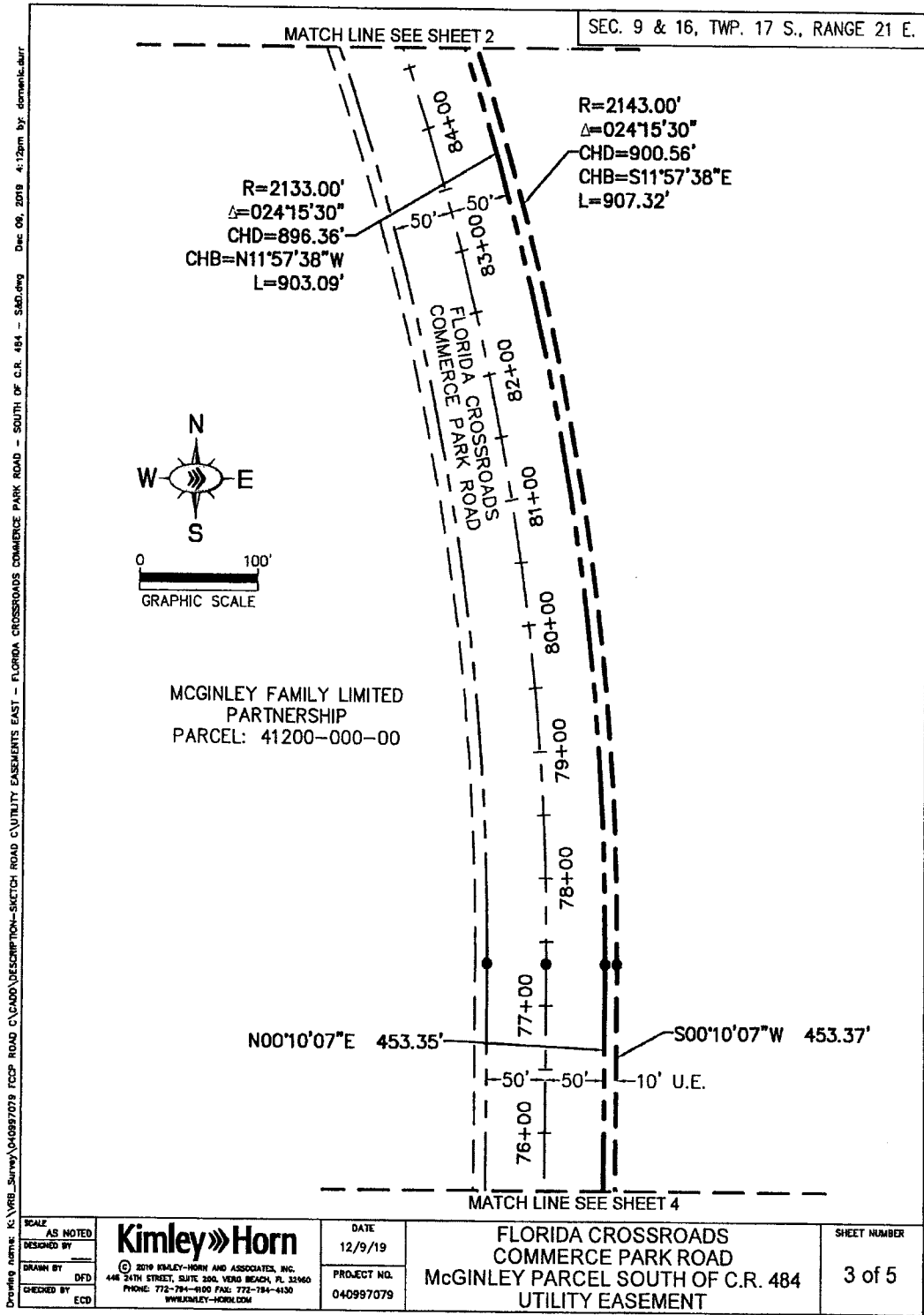
E.C. Demeter
 E.C. DEMETER, P.S.M. NO. 5179

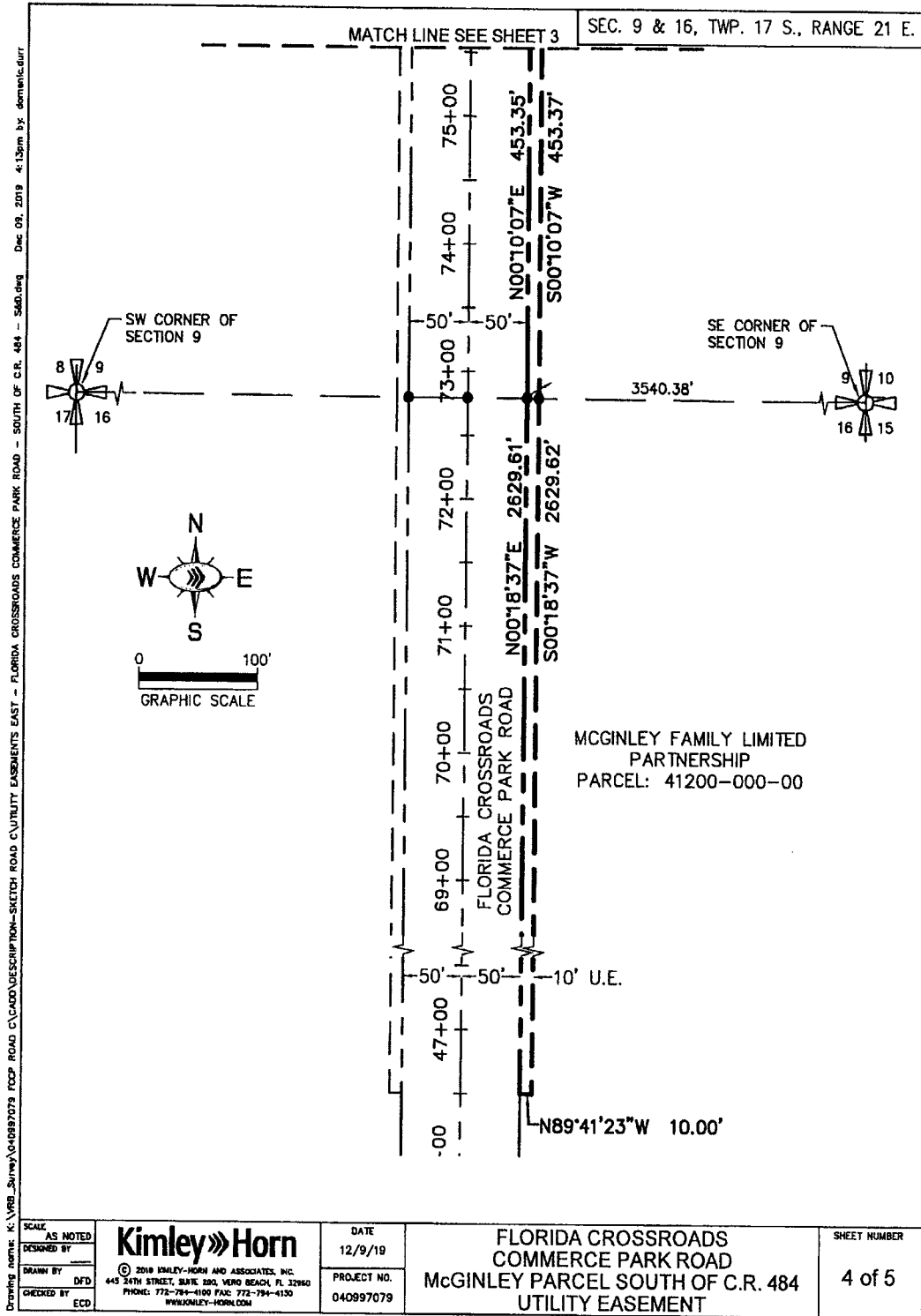
DATE: 12-10-19

Not valid without the signature and seal of a Professional Surveyor and Mapper.

SCALE AS NOTED DESIGNED BY DRAWN BY DFD CHECKED BY ECD	Kimley-Horn © 2019 KIMLEY-HORN AND ASSOCIATES, INC. 445 24TH STREET, SUITE 300, VERO BEACH, FL 32980 PHONE: 772-794-4100 FAX: 772-794-4130 WWW.KIMLEY-HORN.COM	DATE 12/9/19 PROJECT NO. 040997079	FLORIDA CROSSROADS COMMERCE PARK ROAD MCGINLEY PARCEL SOUTH OF C.R. 484 UTILITY EASEMENT	SHEET NUMBER 1 of 5
---	---	---------------------------------------	---	------------------------







SEC. 9 & 16, TWP. 17 S., RANGE 21 E.

**LEGAL DESCRIPTION: UTILITY EASEMENT EAST SIDE OF FLORIDA
CROSSROADS COMMERCE PARK ROAD**

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 17 SOUTH, RANGE 21 EAST OF THE TALAHASSEE BASE MERIDIAN, MARION COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 9; THENCE, BEARING SOUTH 89°44'18" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 9, A DISTANCE OF 1392.97 FEET TO A POINT; THENCE, LEAVING SAID SOUTH LINE BEARING SOUTH 00°15'42" WEST, A DISTANCE OF 84.65 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

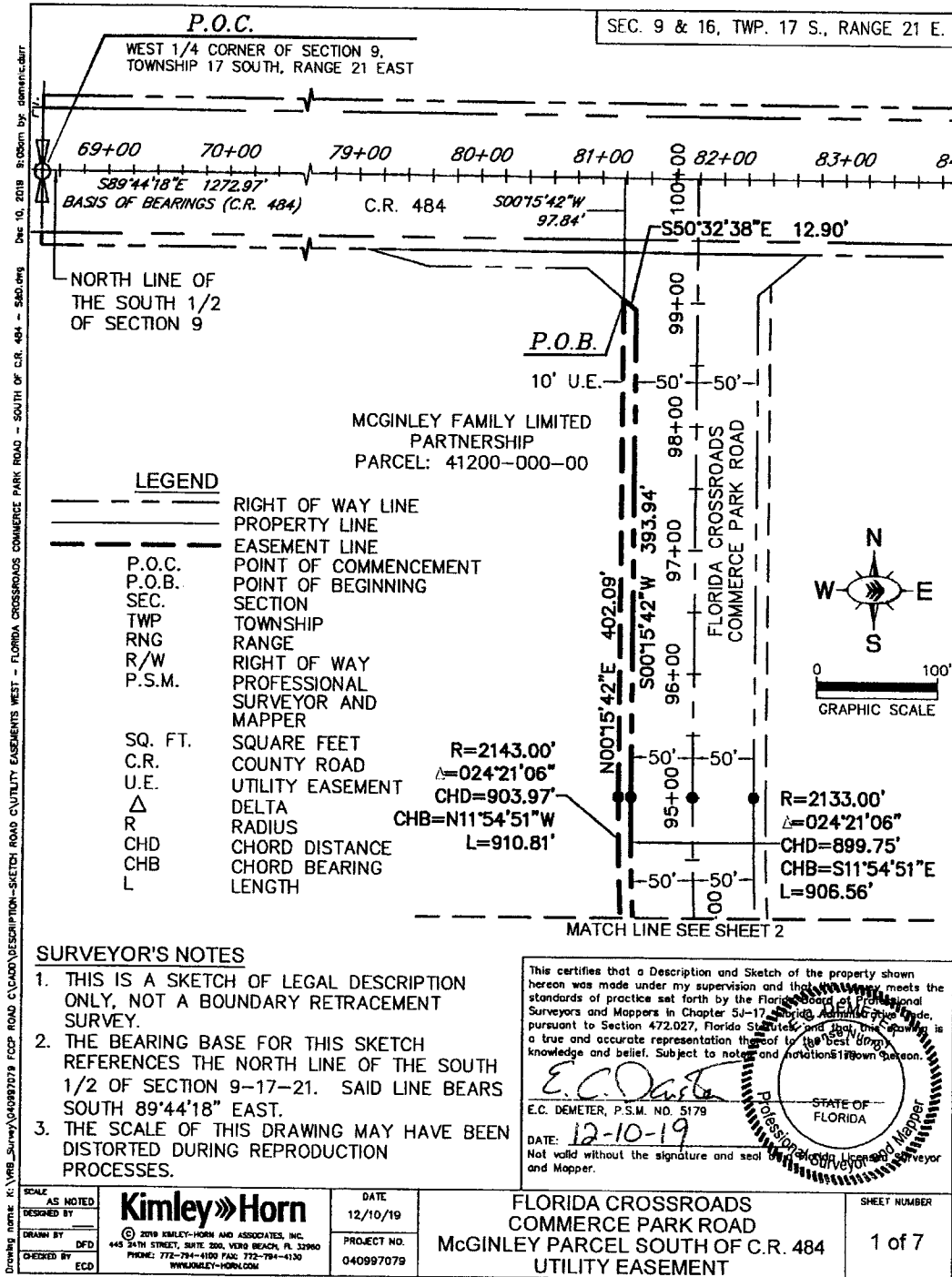
THENCE, BEARING SOUTH 00°15'42" WEST, A DISTANCE OF 415.29 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,023.00 FEET, A CENTRAL ANGLE OF 24°21'06", A CHORD LENGTH OF 853.35 FEET, A CHORD BEARING OF SOUTH 11°54'51" EAST; THENCE, SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 859.81 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,143.00 FEET, A CENTRAL ANGLE OF 24°15'30", A CHORD LENGTH OF 900.56 FEET, A CHORD BEARING OF SOUTH 11°57'38" EAST; THENCE, SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 907.32 FEET TO A POINT; THENCE, BEARING SOUTH 00°10'07" WEST, A DISTANCE OF 453.37 FEET TO A POINT; THENCE, BEARING SOUTH 00°18'37" WEST, A DISTANCE OF 2,629.62 FEET TO A POINT; THENCE, BEARING NORTH 89°41'23" WEST, A DISTANCE OF 10.00 FEET TO A POINT; THENCE, BEARING NORTH 00°18'37" EAST, A DISTANCE OF 2,629.61 FEET TO A POINT; THENCE, BEARING NORTH 00°10'07" EAST, A DISTANCE OF 453.35 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,133.00 FEET, A CENTRAL ANGLE OF 24°15'30", A CHORD LENGTH OF 896.36 FEET, A CHORD BEARING OF NORTH 11°57'38" WEST; THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 903.09 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,033.00 FEET, A CENTRAL ANGLE OF 24°21'06", A CHORD LENGTH OF 857.57 FEET, A CHORD BEARING OF NORTH 11°54'51" WEST; THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 864.06 FEET TO A POINT; THENCE, BEARING NORTH 00°15'42" EAST, A DISTANCE OF 406.94 FEET TO A POINT; THENCE, BEARING NORTH 50°24'35" EAST, A DISTANCE OF 13.03 FEET TO THE POINT OF BEGINNING.

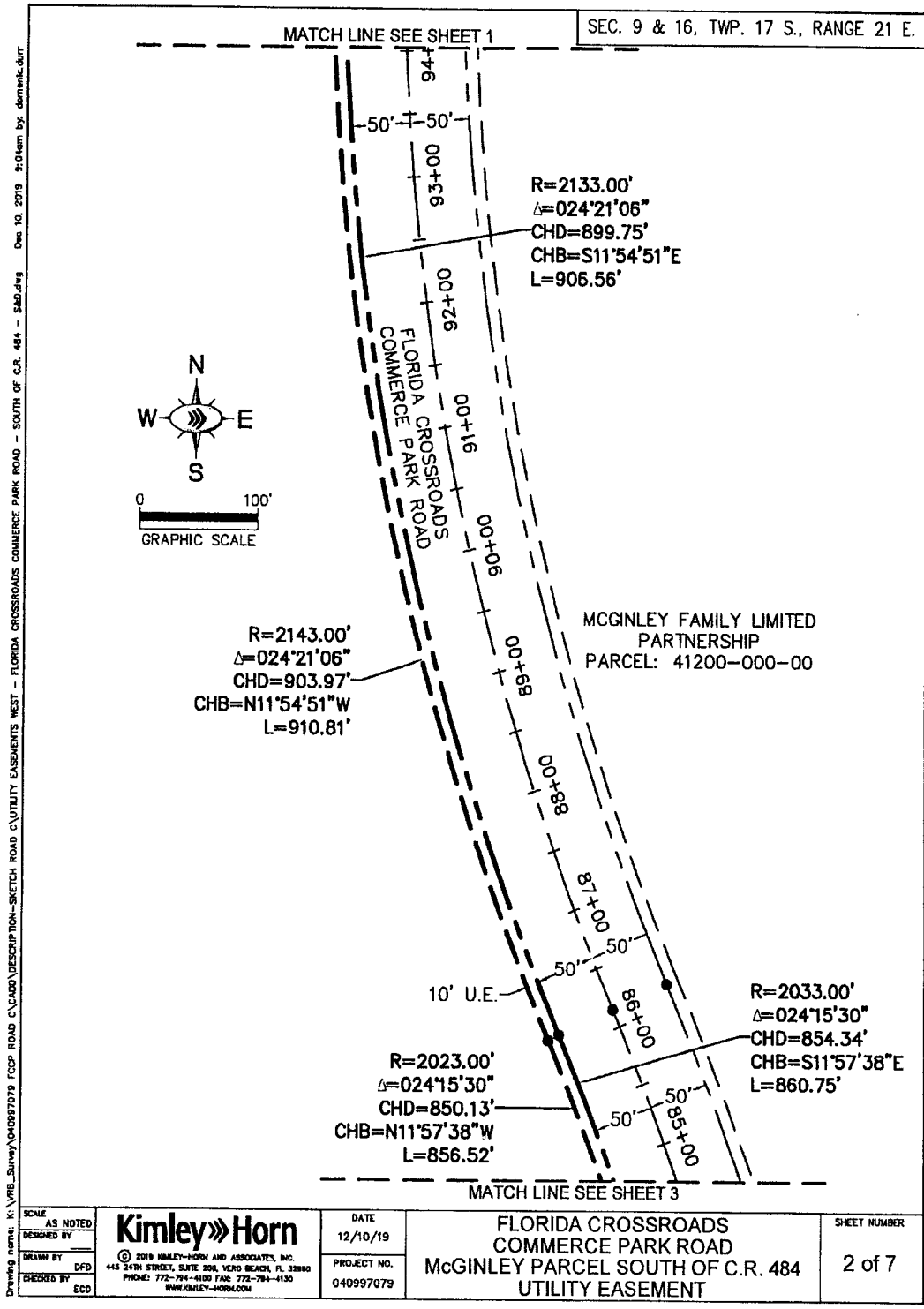
THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 52,612 SQUARE FEET OR 1.21 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

Drawing name: K:\VRR_Survey\040997079_ECOP_ROAD_C:\CAD\DESCRIPTION-SKETCH ROAD\UTILITY EASEMENTS EAST - FLORIDA CROSSROADS COMMERCE PARK ROAD - SOUTH OF C.R. 484 - S&B.dwg Dec 09, 2019 4:13pm by dommhc.dur

SCALE AS NOTED	Kimley»Horn © 2018 KIMLEY-HORN AND ASSOCIATES, INC. 448 24TH STREET, SUITE 200, VERO BEACH, FL 32980 PHONE: 772-794-1100 FAX: 772-794-1130 WWW.KIMLEY-HORN.COM	DATE	FLORIDA CROSSROADS COMMERCE PARK ROAD McGINLEY PARCEL SOUTH OF C.R. 484 UTILITY EASEMENT	SHEET NUMBER
DESIGNED BY		12/9/19		5 of 5
DRAWN BY		PROJECT NO.		
CHECKED BY		040997079		

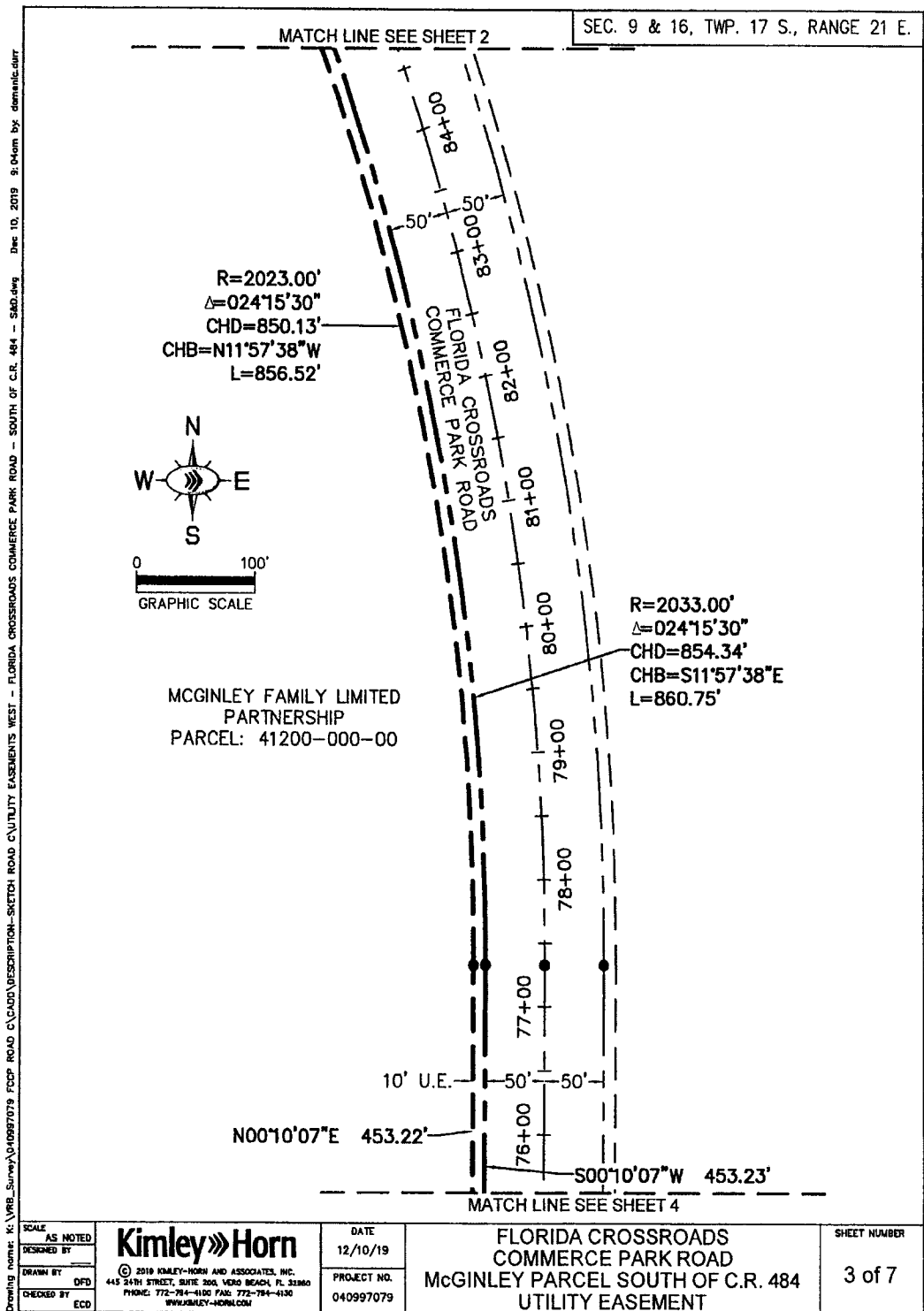
Exhibit "M"
Utility Easement – Western Side of Western Road

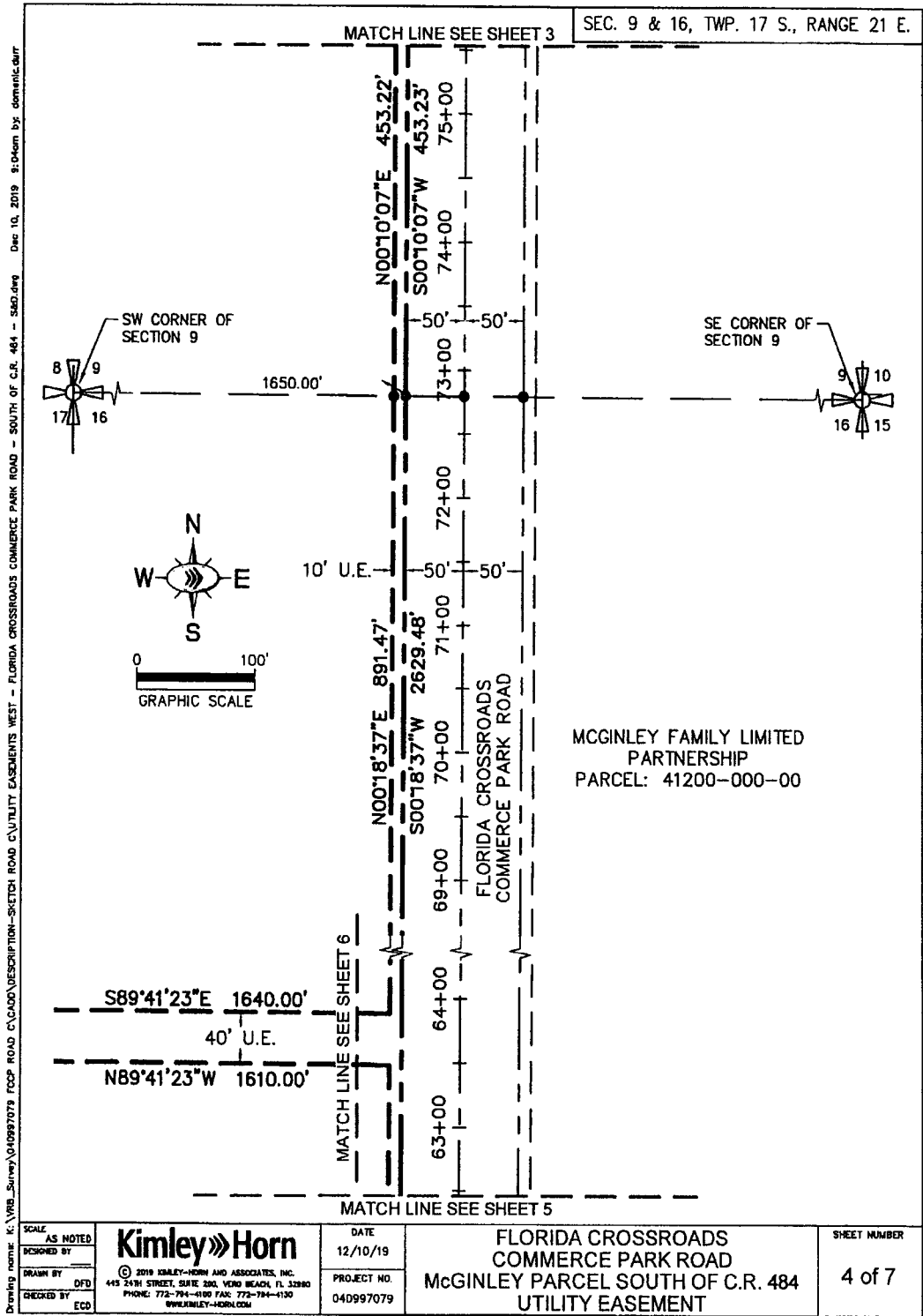


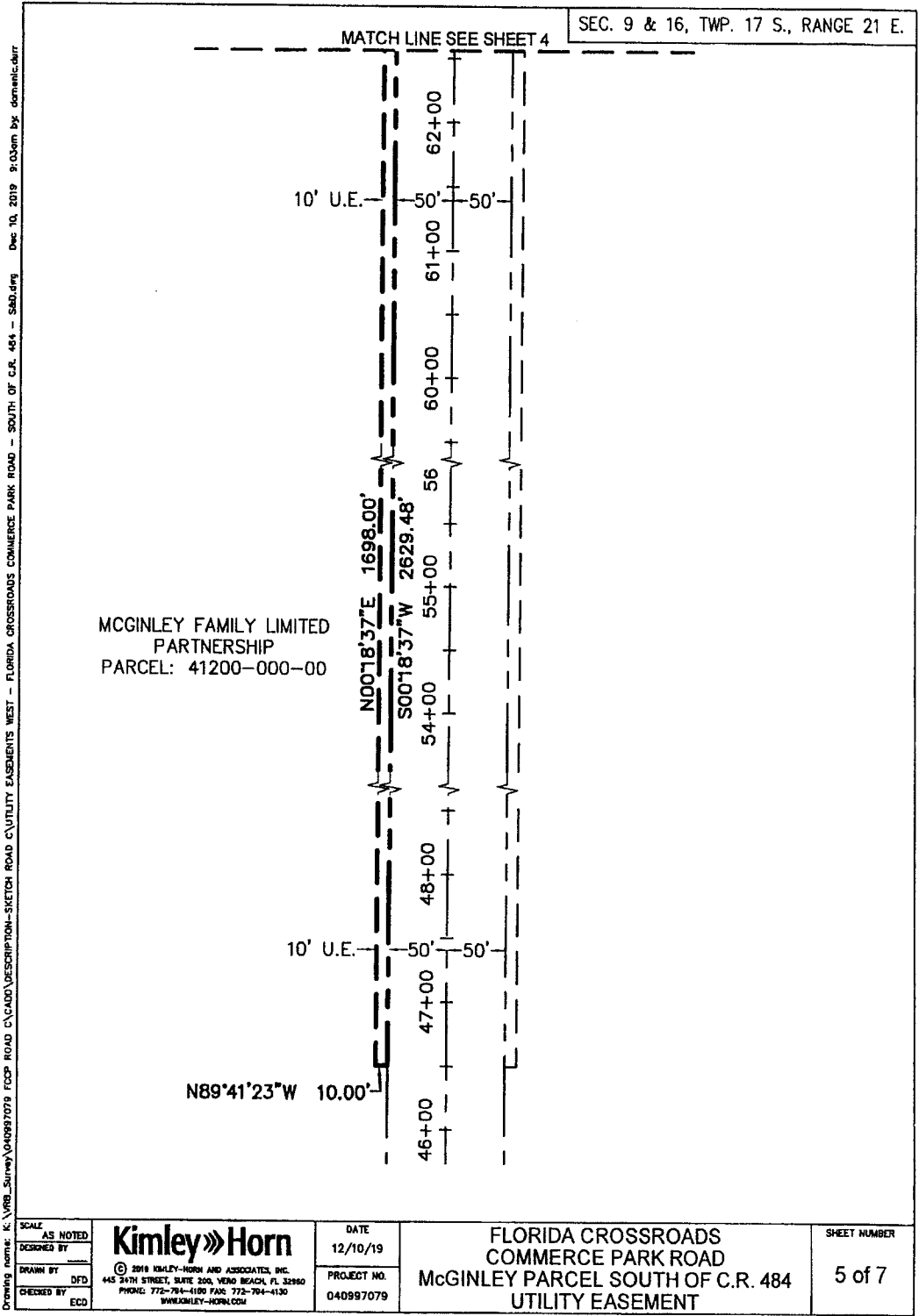


Drive: K:\VRB_Survey\04997079 FCP_ROAD_C\100\DESCRIPTION-SKETCH\ROAD UTILITY EASEMENTS WEST - FLORIDA CROSSROADS COMMERCE PARK ROAD - SOUTH OF C.R. 484 - S&D.dwg Dec 10, 2019 9:04am by demarc.dwt

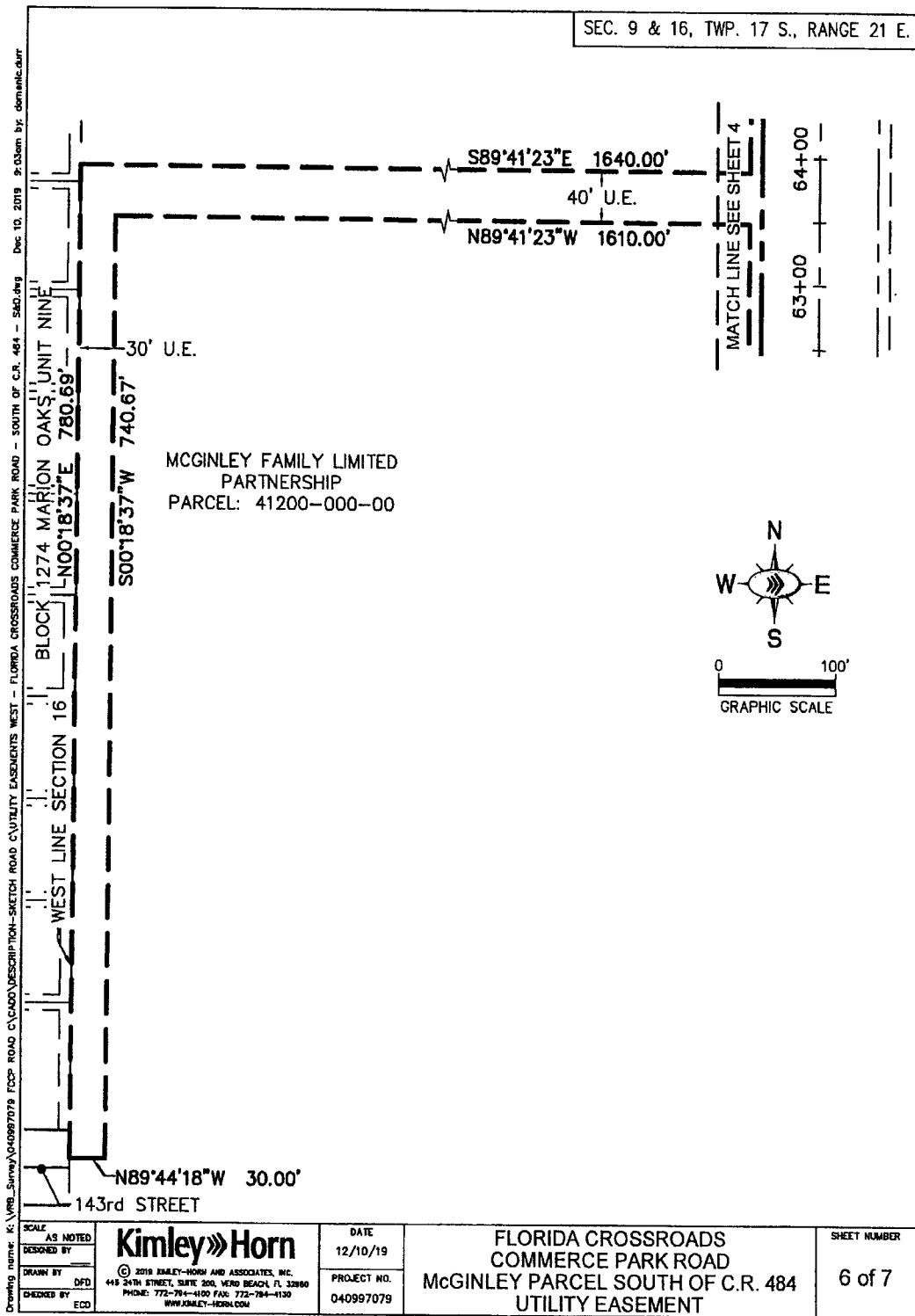
SCALE AS NOTED DESIGNED BY DRAWN BY DFD CHECKED BY ECD	Kimley»Horn © 2019 KIMLEY-HORN AND ASSOCIATES, INC. 445 24TH STREET, SUITE 200, VERO BEACH, FL 32980 PHONE: 772-784-4100 FAX: 772-784-4130 WWW.KIMLEY-HORN.COM	DATE 12/10/19 PROJECT NO. 040997079	FLORIDA CROSSROADS COMMERCE PARK ROAD MGINLEY PARCEL SOUTH OF C.R. 484 UTILITY EASEMENT	SHEET NUMBER 2 of 7
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Drawing Name: K:\VRB_Survey\040997079 FOSP ROAD C\CADD\DESCRIPTION-SKETCH ROAD C\UTILITY EASEMENTS WEST - FLORIDA CROSSROADS COMMERCE PARK ROAD - SOUTH OF C.R. 484 - SAB.dwg Dec 10, 2019 9:03am by: domenic.dett



SEC. 9 & 16, TWP. 17 S., RANGE 21 E.

**LEGAL DESCRIPTION: UTILITY EASEMENT WEST SIDE OF FLORIDA CROSSROADS
COMMERCE PARK ROAD**

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 17 SOUTH, RANGE 21 EAST OF THE TALAHASSEE BASE MERIDIAN, MARION COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 9; THENCE, BEARING SOUTH 89°44'18" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 9, A DISTANCE OF 1272.97 FEET TO A POINT; THENCE, LEAVING SAID SOUTH LINE BEARING SOUTH 00°15'42" WEST, A DISTANCE OF 97.84 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING SOUTH 50°32'38" EAST, A DISTANCE OF 12.90 FEET TO A POINT; THENCE, BEARING SOUTH 00°15'42" WEST, A DISTANCE OF 393.94 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,133.00 FEET, A CENTRAL ANGLE OF 24°21'06", A CHORD LENGTH OF 899.75 FEET, A CHORD BEARING OF SOUTH 11°54'51" EAST; THENCE, SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 906.56 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,033.00 FEET, A CENTRAL ANGLE OF 24°15'30", A CHORD LENGTH OF 854.34 FEET, A CHORD BEARING OF SOUTH 11°57'38" EAST; THENCE, SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 860.75 FEET TO A POINT; THENCE, BEARING SOUTH 00°10'07" WEST, A DISTANCE OF 453.23 FEET TO A POINT; THENCE, BEARING SOUTH 00°18'37" WEST, A DISTANCE OF 2,629.48 FEET TO A POINT; THENCE, BEARING NORTH 89°41'23" WEST, A DISTANCE OF 10.00 FEET TO A POINT; THENCE, BEARING NORTH 00°18'37" EAST, A DISTANCE OF 1,698.00 FEET TO A POINT; THENCE, BEARING NORTH 89°41'23" WEST, A DISTANCE OF 1,610.00 FEET TO A POINT; THENCE, BEARING SOUTH 00°18'37" WEST, A DISTANCE OF 740.67 FEET TO A POINT; THENCE, BEARING NORTH 89°44'18" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF SECTION 16; THENCE, BEARING NORTH 00°18'37" EAST, A DISTANCE OF 780.69 FEET TO A POINT; THENCE, BEARING SOUTH 89°41'23" EAST, A DISTANCE OF 1,640.00 FEET TO A POINT; THENCE, BEARING NORTH 00°18'37" EAST, A DISTANCE OF 891.47 FEET TO A POINT; THENCE, BEARING NORTH 00°10'07" EAST, A DISTANCE OF 453.22 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,023.00 FEET, A CENTRAL ANGLE OF 24°15'30", A CHORD LENGTH OF 850.13 FEET, A CHORD BEARING OF NORTH 11°57'38" WEST; THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 856.52 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,143.00 FEET, A CENTRAL ANGLE OF 24°21'06", A CHORD LENGTH OF 903.97 FEET, A CHORD BEARING OF NORTH 11°54'51" WEST; THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 910.81 FEET TO A POINT; THENCE, BEARING NORTH 00°15'42" EAST, A DISTANCE OF 402.09 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 140,302 SQUARE FEET OR 3.22 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

Drawing name: K:\WB_Survey\G0987079 PCOP ROAD C:\CAD\DESCRIPTION-SKETCH ROAD C:\UTILITY EASEMENTS WEST - FLORIDA CROSSROADS COMMERCE PARK ROAD - SOUTH OF C.R. 484 - SAO.dwg Dec 10, 2019 9:03am by: damianc.dur


SCALE AS NOTED	 <p>© 2019 KIMLEY-HORN AND ASSOCIATES, INC. 445 27TH STREET, SUITE 300, VERO BEACH, FL 32909 PHONE: 772-794-1100 FAX: 772-794-4130 WWW.KIMLEY-HORN.COM</p>	DATE	FLORIDA CROSSROADS COMMERCE PARK ROAD MCGINLEY PARCEL SOUTH OF C.R. 484 UTILITY EASEMENT	SHEET NUMBER
DESIGNED BY		12/10/19		7 of 7
DRAWN BY		PROJECT NO.		
CHECKED BY		040997079		

Exhibit "N"
Utility Plan for Water and Sanitary Sewer Utilities

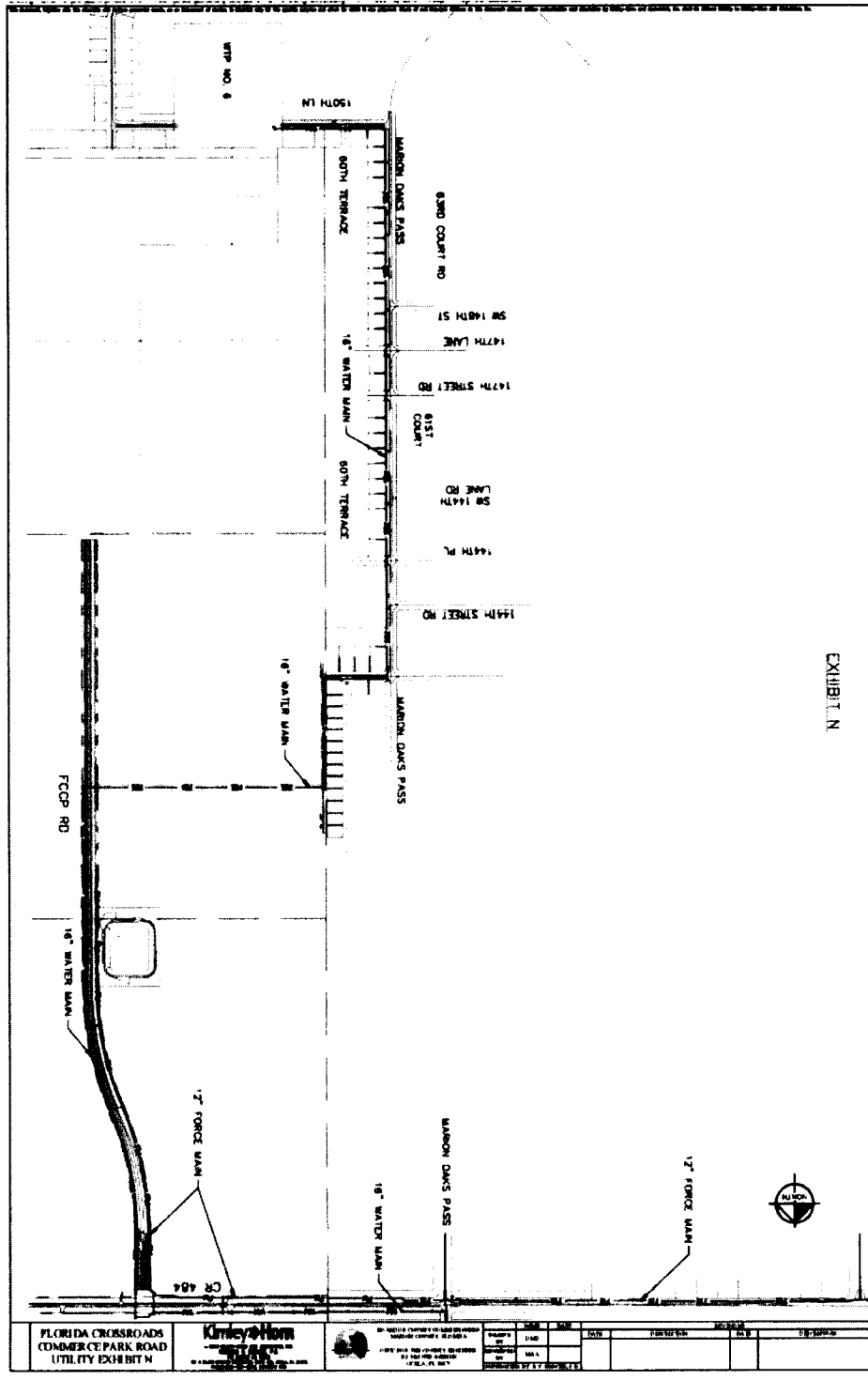


EXHIBIT N



FLORIDA CROSSROADS COMMERCE PARK ROAD UTILITY EXHIBIT N		ALL UTILITIES SHOWN ARE TO BE INSTALLED UNLESS OTHERWISE NOTED. CONTRACTOR SHALL VERIFY ALL UTILITIES BEFORE ANY CONSTRUCTION. DATE: 12-17-19	DATE	SCALE	PROJECT	NO.	REVISION
			12-17-19	AS SHOWN	COMMERCE PARK ROAD	16	