

*This instrument prepared by,
and when recorded return to:*

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IMPACT FEE CREDIT AGREEMENT
(SW 80TH AVE 4-LANING PROJECT)

THIS IMPACT FEE CREDIT AGREEMENT (SW 80TH AVENUE 4-LANING PROJECT) (“**Agreement**”) is made as of this ___ day of _____, 2026, by and among MARION COUNTY, a political subdivision of the State of Florida, whose post office address is 601 SE 25th Ave., Ocala, FL 34471 (“**County**”), and ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, whose post office address is 8445 SW 80th Street Road, Ocala, Florida 34481 (“**OTOW**”). The County and OTOW shall each be referred to herein as a “**Party**” and shall be collectively referred to herein as the “**Parties.**”

RECITALS:

WHEREAS, the County is widening SW 80th Avenue from two lanes to four lanes from SW 90th Street (present terminus of four lanes) to one-half mile north of SW 38th Street, or further north as determined by the County during the design phase, and along SW 38th Street to approximately 3,000 feet east of the intersection of SW 80th Avenue and SW 38th Street (approximately SW 74th Avenue) (“**SW 80th Ave 4-Laning Project**”), the extent of which is graphically shown on **Exhibit “1”**; and

WHEREAS, the SW 80th Ave 4-Laning Project includes the design, engineering, permitting, and construction of a roundabout at the intersection of SW 80th Avenue and SW 38th Street and a roundabout at the southern entrance to the West Port High School; and

WHEREAS, on or before January 31, 2026, the County will have completed the design, engineering, and permitting for the SW 80th Ave 4-Laning Project and intends to proceed with competitive bidding and commencement of construction; and

WHEREAS, OTOW is the owner of certain real properties that will be impacted by the SW 80th Ave 4-Laning Project (“**OTOW Property**”); and

WHEREAS, pursuant to the Amended and Restated Development Order by and between the Parties, recorded in OR Book 6445, Page 1390, Public Records of Marion County, Florida, as amended via the First Amendment to the Amended and Restated Development Order, recorded in OR Book 6950, Page 487, Public Records of Marion County Florida, and the Second Amendment

to the Amended and Restated Development Order, recorded in OR Book 8015, Page 1, Public Records of Marion County Florida (collectively “ARDO”), OTOW agreed to pay its proportionate share of transportation impacts and the County agreed to apply the funds towards the SW 80th Ave 4-Laning Project; and

WHEREAS, the ARDO required the County to commence construction of the SW 80th Ave 4-Laning Project from approximately SW 90th Street (present terminus of 4-lanes) to 0.25 miles north of SW 80th Street (“SW 80th Ave South Segment”), within one (1) year of payment from OTOW and Pulte Home Company, LLC, which the Parties acknowledge such payment occurred in April 2024; and

WHEREAS, the ARDO did not specify a date certain by which the County was to commence construction of the SW 80th Ave 4-Laning Project from 0.25 miles north of S.W. 80th Street to 0.2 miles north of S.W. 38th Street Road, or further north as determined by the County during the design phase, and along SW 38th Street to approximately 3,000 feet east of the intersection of SW 80th Avenue and SW 38th Street (approximately SW 74th Avenue) (“SW 80th Ave North Segment”); and

WHEREAS, the Parties agreed to delay the commencement of construction of the SW 80th Ave South Segment to allow for the construction of the SW 80th Ave North Segment to run concurrently or consecutively with the SW 80th Ave South Segment, thereby resulting in less disruption to the residents in the area; and

WHEREAS, the Parties desire to coordinate on the County’s various needs to implement the SW 80th Ave 4-Laning Project, and to outline the rights and obligations of each Party in connection therewith; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize (a) the property to be conveyed or encumbered for right-of-way, drainage, access, signage, and other various purposes, (b) the mechanism for valuation of such property, (c) the timing and manner of conveyance or encumbrance of such property, and (d) the amount of impact fee credits to be conveyed by the County; and

WHEREAS, this Agreement is an impact fee credit agreement within the meaning of Section 10-323, Marion County Code of Ordinances, and, as such, all provisions of this Agreement shall be subject to all applicable laws and ordinances and any inconsistency between this Agreement and applicable laws or ordinances shall be resolved in favor of the applicable law or ordinance; and

WHEREAS, SW 80th Avenue is a component of the County’s major road network, and the Marion County Transportation Improvement Program (2025/2026 – 2029/2030) includes the addition of two lanes to SW 80th Avenue from SW 90th Street to one-half mile north of SW 38th Street (TIP073815) using road impact fees; and

WHEREAS, the drainage retention areas as defined in this Agreement and generally graphically shown on **Exhibit “2”** are necessary to complete the SW 80th Ave 4-Laning Project and are in conformity with the capacity improvement associated with project TIP073815; and

WHEREAS, the Marion County Board of County Commissioners authorized execution of this Agreement on _____, 2026.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are a material part of this Agreement.

2. **Written Impact Fee Credit Agreement.** This Agreement constitutes a “written impact fee credit agreement” pursuant to Section 10-323 of the County Impact Fee Ordinance.

3. **Amendment to Easement for DRA-1-A.** Concurrent with the execution of this Agreement, the Parties shall execute the Partially Amended and Restated Drainage Easement as set forth in **Exhibit “3”** attached hereto and made a part hereof (**“DRA-1-A Drainage Easement”**). The DRA-1-A Drainage Easement shall be recorded within ten (10) days of the date this Agreement is recorded by OTOW in the public records for Marion County. OTOW shall receive impact fee credits for the DRA-1-A Drainage Easement. The County agrees and shall provide OTOW with 100% credit on a dollar-for-dollar basis for the appraised fair market value of the expanded area within the DRA-1-A Drainage Easement as of the date of the contribution, which is One Hundred Seventy-Three Thousand Three Hundred and No/100 Dollars (\$173,300.00) (**“DRA-1-A Easement Credits”**). A copy of the aforementioned written appraisal has been provided to the County, pursuant to Section 10-323(d)(1), Marion County Code of Ordinances. The DRA-1-A Drainage Easement Credits shall be granted to OTOW upon recording of the Amended Drainage Easement.

4. **DRA-3-A.** To accommodate the County’s need and request for a larger drainage retention area on OTOW’s Property, and OTOW’s need to potentially relocate the drainage retention area to accommodate future development plans, the Parties have agreed that the County will deed the existing drainage retention area, which was previously owned by OTOW or its predecessor in interest, to OTOW in the form attached to and incorporated herein as **Exhibit “4”** (**“Form Deed”**) in exchange for OTOW granting an easement to the County for the expanded drainage retention area for current and additional stormwater volume and performing other obligations as set forth in the form drainage easement attached hereto and incorporated herein as **Exhibit “5”** (**“Form Drainage Easement Agreement”**). The County has not completed a legal description and sketch for the expanded drainage retention area, which is estimated to be 2.08 acres and the County shall not increase the size of the drainage retention area without first obtaining OTOW’s consent. The Parties have ordered or will order an appraisal to establish the fair market value associated with the conveyance of the existing drainage retention area and the easement for the expanded drainage retention area, which will be finalized upon the completion of the legal description and sketch. If the value of the easement of the expanded drainage retention area exceeds the value of the conveyance of the existing drainage retention area, then the County agrees and shall provide OTOW with 100% credit on a dollar-for-dollar basis for the appraised fair market

value of that excess value from the easement of the expanded drainage retention area upon recording of the final Form Deed and Form Drainage Easement Agreement as described below ("**DRA-3-A Impact Fee Credits**"). In the event the value of the conveyance of the existing drainage retention area exceeds value of expanded drainage retention area, then OTOW shall compensate the County for such excess value from the conveyance of the existing drainage retention area by subtracting such excess value from impact fee credits provided to OTOW pursuant to this Agreement upon recording of the final Form Deed and Form Drainage Easement Agreement as described below. The County and OTOW agree to maintain an accounting of such impact fee credits and debits exchanged during the SW 80th Ave 4-Laning Project. The County Commission authorizes the County Administrator and/or his or her designee to, on behalf of the County, negotiate with OTOW the value for the conveyance of the existing drainage retention area and for the easement of the expanded drainage retention area provided such valuation does not exceed the highest valued appraisal. The Parties agree that OTOW will engage an appraiser for such valuation and provide such appraisal to the County for review and in accordance with Section 10-323(d)(1), Marion County Code of Ordinances. Should the County disagree with such appraisal, the County may obtain a second appraisal and provide such to OTOW for review. To the extent the Parties cannot agree on a value after review of the two appraisals, such valuation shall be referred to mediation. Within ten (10) days of the Parties agreeing to the legal descriptions and appraised values, the Form Deed and Form Drainage Easement Agreement shall be finalized with the agreed upon legal descriptions and appraised values, executed by the Parties, and recorded in the Public Records of Marion County by the County.

5. **DRA-5-A1**. To accommodate the County's need and request for a larger drainage retention area on OTOW's Property, and OTOW's need to potentially relocate the drainage retention area to accommodate future development plans, the Parties have agreed that the County will deed the existing drainage retention area, which was previously owned by OTOW or its predecessor in interest, to OTOW in the of the Form Deed in exchange for OTOW granting an easement to the County for the expanded drainage retention area for current and additional stormwater volume and performing other obligations as set forth in the Form Drainage Easement Agreement. The County has not completed a legal description and sketch for the expanded drainage retention area, which is estimated to be 0.47 acres and the County shall not increase the size of the drainage retention area without first obtaining OTOW's consent. The Parties have ordered or will order an appraisal to establish the fair market value associated with the conveyance of the existing drainage retention area and the easement for the expanded drainage retention area, which will be finalized upon the completion of the legal description and sketch. If the value of the easement of the expanded drainage retention area exceeds the value of the conveyance of the existing drainage retention area, then the County agrees and shall provide OTOW with 100% credit on a dollar-for-dollar basis for the appraised fair market value of that excess value from the easement of the expanded drainage retention area upon recording of the final Form Deed and Form Drainage Easement Agreement as described below ("**DRA-5-A1 Impact Fee Credits**"). In the event the value of the conveyance of the existing drainage retention area exceeds the value of expanded drainage retention area, then OTOW shall compensate the County for such excess value from the conveyance of the existing drainage retention area by subtracting such excess value from impact fee credits provided to OTOW pursuant to this Agreement upon recording of the final Form Deed and Form Drainage Easement Agreement as described below. The County and OTOW agree to maintain an accounting of such impact fee credits and debits exchanged during the SW 80th Ave 4-Laning Project. The County Commission authorizes the County Administrator and/or his

or her designee to, on behalf of the County, negotiate with OTOW the value for the conveyance of the existing drainage retention area and for the easement of the expanded drainage retention area provided such valuation does not exceed the highest valued appraisal. The Parties agree that OTOW will engage an appraiser for such valuation and provide such appraisal to the County for review and in accordance with Section 10-323(d)(1), Marion County Code of Ordinances. Should the County disagree with such appraisal, the County may obtain a second appraisal and provide such to OTOW for review. To the extent the Parties cannot agree on a value after review of the two appraisals, such valuation shall be referred to mediation. Within ten (10) days of the Parties agreeing to the legal descriptions and appraised values, the Form Deed and Form Drainage Easement Agreement shall be finalized with the agreed upon legal descriptions and appraised values, executed by the Parties, and recorded in the Public Records of Marion County by the County.

6. **DRA-6-A**. To accommodate OTOW's need to potentially relocate the drainage retention area to accommodate future development plans, the Parties have agreed that the County will deed the drainage retention area, which was previously owned by OTOW or its predecessor in interest to OTOW in the form of the Form Deed in exchange for OTOW granting an easement to the County for the drainage retention area for current stormwater volume and performing other obligations as set forth in the Form Drainage Easement Agreement. The County does not believe it needs to increase the capacity or size of DRA-6-A but desires to reserve right to expand the capacity or size of DRA-6-A and address the process for expanding DRA-6-A during the term of the scope of the SW 80th 4-Laning Project. Accordingly:

(a) If the County does not need to increase the capacity or size of DRA-6-A during the scope of the SW 80th 4-Laning Project, the Parties will order an appraisal to establish the fair market value associated with the conveyance of the existing drainage retention area and the easement for the drainage retention area. If the value of the easement for the drainage retention area exceeds the value of the conveyance of the drainage retention area, then the County agrees and shall provide OTOW with 100% credit on a dollar-for-dollar basis for the appraised fair market value of that excess value from the easement of the expanded drainage retention area upon recording of the final Form Deed and Form Drainage Easement Agreement as described below ("**DRA-6-A Impact Fee Credits**"). In the event the value of the conveyance of the drainage retention area exceeds the value of the drainage retention area, then OTOW shall compensate the County for such excess value from the conveyance of the existing drainage retention area by subtracting such excess value from impact fee credits provided to OTOW pursuant to this Agreement upon recording of the final Form Deed and Form Drainage Easement Agreement as described below. The County and OTOW agree to maintain an accounting of such impact fee credits and debits exchanged during the SW 80th Ave 4-Laning Project. The County Commission authorizes the County Administrator and/or his or her designee to, on behalf of the County, negotiate with OTOW the value for the conveyance of the drainage retention area and for the easement of the drainage retention area provided such valuation does not exceed the highest valued appraisal. The Parties agree that OTOW will engage an appraiser for such valuation and provide such appraisal to the County for review and in accordance with Section 10-323(d)(1), Marion County Code of Ordinances. Should the County disagree with such appraisal, the County may obtain a second appraisal and provide such to OTOW for review. To the extent the Parties cannot agree on a value after review of the two appraisals, such valuation shall be referred to mediation. Within ten (10) days of the Parties agreeing to the legal descriptions and appraised values, the

Form Deed and Form Drainage Easement Agreement shall be finalized with the agreed upon legal descriptions and appraised values, executed by the Parties, and recorded in the Public Records of Marion County by the County.

(b) If the County determines that it needs to increase the capacity or size of DRA-6-A during the scope of the SW 80th 4-Laning Project, the Parties shall agree upon the size and capacity of the expanded drainage retention area, the County shall thereafter complete a legal description and sketch for the expanded drainage retention area, and the County shall not thereafter increase the size of the drainage retention area without first obtaining OTOW's consent. The Parties will thereafter order an appraisal to establish the fair market value associated with the conveyance of the existing drainage retention area and the easement for the expanded drainage retention area, which will be finalized upon the completion of the legal description and sketch. If the value of the easement of the expanded drainage retention area exceeds the value of the conveyance of the existing drainage retention area, then the County agrees and shall provide OTOW with 100% credit on a dollar-for-dollar basis for the appraised fair market value of that excess value from the easement of the expanded drainage retention area upon recording of the final Form Deed and Form Drainage Easement Agreement as described below ("**Expanded DRA-6-A Impact Fee Credits**"). In the event the value of the conveyance of the existing drainage retention area exceeds the value of expanded drainage retention area, then OTOW shall compensate the County for such excess value from the conveyance of the existing drainage retention area by subtracting such excess value from impact fee credits provided to OTOW pursuant to this Agreement upon recording of the final Form Deed and Form Drainage Easement Agreement as described below. The County and OTOW agree to maintain an accounting of such impact fee credits and debits exchanged during the SW 80th Ave 4-Laning Project. The County Commission authorizes the County Administrator and/or his or her designee to, on behalf of the County, negotiate with OTOW the value for the conveyance of the existing drainage retention area and for the easement of the expanded drainage retention area provided such valuation does not exceed the highest valued appraisal. The Parties agree that OTOW will engage an appraiser for such valuation and provide such appraisal to the County for review and in accordance with Section 10-323(d)(1), Marion County Code of Ordinances. Should the County disagree with such appraisal, the County may obtain a second appraisal and provide such to OTOW for review. To the extent the Parties cannot agree on a value after review of the two appraisals, such valuation shall be referred to mediation. Within ten (10) days of the Parties agreeing to the legal descriptions and appraised values, the Form Deed and Form Drainage Easement Agreement shall be finalized with the agreed upon legal descriptions and appraised values, executed by the Parties, and recorded in the Public Records of Marion County by the County.

7. **DRA-7-B.** To accommodate the County's need and request for a larger drainage retention area on OTOW's Property, and OTOW's need to potentially relocate the drainage retention area to accommodate future development plans, the Parties have agreed that the County will deed the existing drainage retention area, which was previously owned by OTOW or its predecessor in interest, to OTOW in the form of the Form Deed in exchange for OTOW granting an easement to the County for the expanded drainage retention area for current and additional stormwater volume and performing other obligations as set forth in the Form Drainage Easement Agreement. The County has not completed a legal description and sketch for the expanded drainage retention area, which is estimated to be 3.39 acres and the County shall not increase the size of the drainage retention area without first obtaining OTOW's consent. The Parties have

ordered or will order an appraisal to establish the fair market value associated with the conveyance of the existing drainage retention area and the easement for the expanded drainage retention area, which will be finalized upon the completion of the legal description and sketch. If the value of the easement of the expanded drainage retention area exceeds the value of the conveyance of the existing drainage retention area, then the County agrees and shall provide OTOW with 100% credit on a dollar-for-dollar basis for the appraised fair market value of that excess value from the easement of the expanded drainage retention area upon recording of the final Form Deed and Form Drainage Easement Agreement as described below ("**DRA-7-B Impact Fee Credits**"). In the event the value of the conveyance of the existing drainage retention area exceeds value of expanded drainage retention area, then OTOW shall compensate the County for such excess value from the conveyance of the existing drainage retention area by subtracting such excess value from impact fee credits provided to OTOW pursuant to this Agreement upon recording of the final Form Deed and Form Drainage Easement Agreement as described below. The County and OTOW agree to maintain an accounting of such impact fee credits and debits exchanged during the SW 80th Ave 4-Laning Project. The County Commission authorizes the County Administrator and/or his or her designee to, on behalf of the County, negotiate with OTOW the value for the conveyance of the existing drainage retention area and for the easement of the expanded drainage retention area provided such valuation does not exceed the highest valued appraisal. The Parties agree that OTOW will engage an appraiser for such valuation and provide such appraisal to the County for review and in accordance with Section 10-323(d)(1), Marion County Code of Ordinances. Should the County disagree with such appraisal, the County may obtain a second appraisal and provide such to OTOW for review. To the extent the Parties cannot agree on a value after review of the two appraisals, such valuation shall be referred to mediation. Within ten (10) days of the Parties agreeing to the legal descriptions and appraised values, the Form Deed and Form Drainage Easement Agreement shall be finalized with the agreed upon legal descriptions and appraised values, executed by the Parties, and recorded in the Public Records of Marion County by the County.

8. **DRA-9-A**. To accommodate the County's need and request for a drainage retention area on OTOW's Property, and OTOW's need to potentially relocate the drainage retention area to accommodate future development plans, the Parties have agreed that OTOW will grant an easement to the County for stormwater volume and perform other obligations as set forth in the Form Drainage Easement Agreement. The County has not completed a legal description and sketch for the expanded drainage retention area, which is estimated to be 3.26 acres and the County shall not increase the size of the drainage retention area without first obtaining OTOW's consent. The Parties have ordered or will order an appraisal to establish the fair market value of the easement for the drainage retention area, which will be finalized upon the completion of the legal description and sketch. The County agrees and shall provide OTOW with 100% credit on a dollar-for-dollar basis for the appraised fair market value of drainage retention area upon recording of the final Form Drainage Easement Agreement as described below ("**DRA-9-A Impact Fee Credits**"). The County and OTOW agree to maintain an accounting of such impact fee credits and debits exchanged during the SW 80th Ave 4-Laning Project. The County Commission authorizes the County Administrator and/or his or her designee to, on behalf of the County, negotiate with OTOW the value of the drainage retention area provided such valuation does not exceed the highest valued appraisal. The Parties agree that OTOW will engage an appraiser for such valuation and provide such appraisal to the County for review and in accordance with Section 10-323(d)(1), Marion County Code of Ordinances. Should the County disagree with such appraisal, the County may

obtain a second appraisal and provide such to OTOW for review. To the extent the Parties cannot agree on a value after review of the appraisal, such valuation shall be referred to mediation. Within ten (10) days of the Parties agreeing to the legal description and appraised value, the Form Drainage Easement Agreement shall be finalized with the agreed upon legal descriptions and appraised value, executed by the Parties, and recorded in the Public Records of Marion County by the County.

9. **80th Ave/80th Street Pipe**. To accommodate the County's need and request for access to a pipe located at the north-west corner of SW 80th Ave and SW 80th Street on OTOW's Property, the Parties have agreed that OTOW will grant an easement to the County for access and to perform other obligations as set forth in the easement attached hereto and incorporated herein as **Exhibit "6"** ("**80th Ave/80th Street Pipe Easement Agreement**"). The Parties agree that although OTOW is entitled to impact fee credits for the 80th Ave/80th Street Pipe Easement Agreement, OTOW waives same and shall not receive impact fee credits for the 80th Ave/80th Street Pipe Easement Agreement.

10. **Conveyance of Additional 80th Avenue Right-of-Way – "Parcel 2"**. The County needs Parcel 2 (as defined within the Parcel 2 ROW Deed) in order to achieve the required width of right-of-way for the SW 80th Ave 4-Laning Project at this location. The Parties acknowledge that the ARDO requires the conveyance of right of way not to exceed 120 feet width for the SW 80th Ave 4-Laning Project, and therefore, the Parcel 2 ROW Deed is being provided in accordance with the Section IV.4.B(1) of the ARDO. The Circle Square Ranch Master Association, Inc. ("**Master Association**") shall, within thirty (30) days of the Effective Date of this Agreement, record the warranty deed attached hereto as **Exhibit "7"** ("**Parcel 2 ROW Deed**").

11. **Conveyance of Additional 80th Avenue Right-of-Way – "Parcel 3"**. The County needs Parcel 3 (as defined within the Parcel 3 ROW Deed) in order to achieve the required width of right-of-way for the SW 80th Ave 4-Laning Project at this location. The Parties acknowledge that the ARDO requires the conveyance of right of way not to exceed 120 feet width for the SW 80th Ave 4-Laning Project, and therefore, the Parcel 3 ROW Deed is being provided in accordance with the Section IV.4.B(1) of the ARDO. OTOW shall, within thirty (30) days of the Effective Date of this Agreement, record the warranty deed attached hereto as **Exhibit "8"** ("**Parcel 3 ROW Deed**").

12. **Fence Impacts – "Calesa Fence"**. , Calesa Township Master Association, Inc., a Florida not-for-profit corporation, CSF-6178 Holdings, LLC, a Florida limited liability company (cumulatively, the "**Owners**"), and OTOW authorize the County to remove the fence depicted on **Exhibit "9"** attached hereto and incorporated herein, to facilitate the County's construction of the SW 80th Ave 4-laning project. Upon the County providing notification to OTOW of the substantial completion of the County's SW 80th Ave 4-laning project, or the relevant portion thereof, OTOW shall replace and reconstruct the fence outside of the right-of-way for SW 80th Ave in close proximity to the existing fence's location, which is approved by the Owners. The Parties anticipate that the fence location will be included within the Temporary Construction Easement Agreement (as hereinafter defined) for the SW 80th Ave North Segment. The Owners agree to join in and consent to such Temporary Construction Easement Agreement. OTOW shall obtain three (3) bids for the cost to replace the fence and shall select the lowest bid from a qualified contractor. The County shall reimburse OTOW for the cost of the fence replacement consistent with the lowest

bid within 30 days of OTOW's submittal of the lowest bid and confirmation of payment to said contractor to the County.

13. **Dedication of 20-Foot Wide Easement (SW 80th Ave South Segment) and Reciprocal Easement for Multi-Use Trail.** Concurrently with the execution of this Agreement, the Parties shall execute the easement agreement attached hereto as **Exhibit "11" ("Operational and Reciprocal Multimodal Easement Agreement")**, which provides for a 20-foot wide easement within the SW 80th Ave South Segment and a reciprocal easement for the multi-use trail and OTOW shall record the Operational and Reciprocal Multimodal Easement Agreement within five (5) days of the Effective Date. The Parties acknowledge that the Operational and Reciprocal Multimodal Easement Agreement is being provided in accordance with the Section IV.4.B(1) of the ARDO and no impact fee credits are owed to OTOW for such conveyance.

14. **Conveyance of ROW - SW 80th Ave North Segment.** Within the SW 80th Ave North Segment, OTOW shall deed property that it owns to the County which is the minimum necessary right-of-way property needed by the County to construct the SW 80th Ave 4-Laning Project; however, the total right-of-way for the SW 80th Ave 4-Laning Project shall in no event exceed 120 feet in width ("**Additional ROW Area**"). The Parties acknowledge that the Additional ROW Deed is being provided in accordance with the Section IV.4.B(1) of the ARDO and no impact fee credits are owed to OTOW for such conveyance. The County has not completed a legal description and sketch for the Additional ROW Area. Within ten (10) days of the Parties agreeing to the legal description and sketch of the Additional ROW Area, OTOW shall record the warranty deed attached hereto as **Exhibit "12" ("Additional ROW Area Deed")**.

15. **Temporary Construction Easement Agreement.** OTOW shall separately provide to the County two (2) necessary non-exclusive, temporary construction easements over property they already own, which is the minimum necessary property to accommodate construction activities for the SW 80th Ave 4-Laning Project that cannot be performed by the County within the dedicated 120 feet wide right-of-way, but which shall be conducted contiguous to the right-of-way, in form substantially similar to **Exhibit "13"** attached hereto and made a part hereof ("**Temporary Construction Easement Agreement**"). The first Temporary Construction Easement Agreement will be for the SW 80th Ave South Segment and the second Temporary Construction Easement Agreement will be for the SW 80th Ave North Segment. Descriptions of the property to be encumbered by these easements have not yet been established. Within ten (10) days of the Parties agreeing to the legal description and sketch for the Temporary Construction Easement Agreement for the SW 80th Ave South Segment, the Temporary Construction Easement Agreement for the SW 80th Ave South Segment shall be finalized with the agreed upon sketch and legal description, executed by the Parties, and recorded in the Public Records of Marion County by the County. Within ten (10) days of the Parties agreeing to the legal description and sketch for the Temporary Construction Easement Agreement for the SW 80th Ave North Segment, the Temporary Construction Easement Agreement for the SW 80th Ave North Segment shall be finalized with the agreed upon sketch and legal description, executed by the Parties, and recorded in the Public Records of Marion County by the County. Additionally, the Master Association shall separately provide to the County a necessary non-exclusive, temporary construction easement over property they already own, which is the minimum necessary property to accommodate construction activities for the SW 80th Ave 4-Laning Project that cannot be performed by the County within the dedicated 120 feet wide right-of-way, but which shall be conducted contiguous

to the right-of-way, in form substantially similar to **Exhibit “14”** attached hereto and made a part hereof (“**Master Temporary Construction Easement Agreement**”). A description of the property to be encumbered by the Master Temporary Construction Easement Agreement has not yet been established. Within ten (10) days of the Master Association and the County agreeing to the legal description and sketch, the Master Temporary Construction Easement Agreement shall be finalized with the agreed upon sketch and legal description, executed by the Master Association and the County, and recorded in the Public Records of Marion County by the County. The temporary construction easements shall terminate on the date that construction is completed. OTOW shall not receive impact fee credits for the Temporary Construction Easement Agreements and the Master shall not receive impact fee credits for the Master Temporary Construction Easement Agreement.

16. **OTOW Costs.** In lieu of paying OTOW a cash reimbursement, the County shall also provide OTOW with 100% credit on a dollar-for-dollar basis for the costs OTOW has expended to assist the County in designing, engineering, planning, and drafting the work product in order to facilitate the County’s successful implementation of the SW 80th Ave 4-Laning Project, including the County’s need for right-of-way, easements, public improvements, and other related matters (“**OTOW Costs**”). OTOW Costs shall include fees charged to OTOW by appraisers, engineers, planners, lawyers, surveyors and other similar consultants.

17. **Application of Impact Fee Credits.** The County agrees that OTOW may use the DRA-1-A Easement Credits, DRA-3-A Impact Fee Credits, DRA-5-A1 Impact Fee Credits, DRA-6-A Impact Fee Credits, Expanded DRA-6-A Impact Fee Credits, DRA-7-B Impact Fee Credits, DRA-9-A Impact Fee Credits, and OTOW Costs (collectively, “**Impact Fee Credits**”), within the Calesa Township Project, On Top of the World DRI, or transfer and assign any portion of the Impact Fee Credits to another developer or builder in the Calesa Township Project or On Top of the World DRI, or any other development located within Road Construction District #1 (i.e. West District) as defined by Exhibit “A” (Road Construction Districts) to Marion County Ordinance No. 25-18 at its discretion, in accordance with Section 163.31801, *Florida Statutes* (2025). OTOW shall notify the County in writing upon transfer of any portion of the Impact Fee Credits and the County shall acknowledge the transfer of such Impact Fee Credits.

18. **Section 10-323(f) Additional Provisions.** In compliance with Section 10-323(f) of the County Impact Fee Ordinance (to the extent such compliance is not evidenced by other provisions of this Agreement), the following provisions shall apply:

(i) The Impact Fee Credits shall expire twenty (20) years from the date this Agreement is recorded in the official records. For purposes of this paragraph, the Impact Fee Credits shall be considered used on a first in, first out, basis by the owner of such Impact Fee Credits. Notwithstanding anything to the contrary contained herein, during any declared state of emergency, the time period set forth herein shall be extended pursuant to Section 252.363, *Florida Statutes* (2025).

(ii) The County finds that the conveyances, encumbrances, and improvements contemplated by this Agreement are consistent with the Comprehensive Plan.

(iii) The improvements under this Agreement shall be construed and characterized as work done and property rights acquired by the County for the improvement of a road within the boundaries of a public right of way, and County has control of such construction or contributions (except to the extent they are to be performed by OTOW hereunder) including whether or not they are subsequently transferred to another governmental entity.

(iv) OTOW shall keep or provide for the retention of adequate records and supporting documentation which concern or reflect the OTOW Costs. Such information shall be available to the County, or its duly authorized agent or representative for audit, inspection or copying for a minimum of 5 years from the termination or expiration of this Agreement.

(v) Pursuant to Section 163.31801(7), Florida Statutes, if the County increases its Road Impact Fee after the execution of this Agreement, the Impact Fee Credits as referenced in this Agreement shall be applied such that it satisfies the Impact Fee requirement on a per unit or square footage basis in the same manner as if the Impact Fee had not increased.

(vi) The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties.

(vii) The County shall conduct an annual review under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement, and shall, upon request of OTOW, provide the amount of Impact Fee Credits applied toward the Prop Share Obligation, payment of impact fees, and the balance of available and unused Impact Fee Credits. If County finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the County.

(viii) The failure of this Agreement to address any permit, condition, term or restriction shall not relieve OTOW, or its respective successors, of the necessity of complying with any law, ordinance, rule or regulation governing such permitting requirements, conditions, terms or restrictions.

(ix) The County and OTOW shall negotiate in good faith to modify or revoke this Agreement as is necessary to comply with relevant state or federal laws, if state or federal laws are enacted after execution of the Agreement which are applicable to and preclude the Parties' compliance with the terms of this Agreement.

(x) This Agreement may be amended or cancelled by mutual consent of the Parties or by their successors in interest.

(xi) OTOW shall cause this Agreement to be recorded in the Public Records of Marion County, Florida, within fourteen (14) days of the Effective Date thereof.

(xii) This Agreement establishes the time frame when the Impact Fee Credits become available.

(xiii) OTOW shall comply with the risk management guidelines which may be established by the county's risk management department from time to time, including but not limited to insurance and indemnification language acceptable to the County.

19. **Notices.** All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) upon hand delivery; (ii) one (1) Business Day after having been deposited with an expedited, overnight courier service (such as by way of example but not limitation, U.S. Express Mail, Federal Express, or UPS), or (iii) upon delivery of an email transmission with electronic delivery verification to the following addresses:

If to the County at: Marion County
601 SE 25th Ave.
Ocala, FL 34471
Attn: Mounir Bouyounes, County Manager
E-mail: Mounir.Bouyounes@marionfl.org

Courtesy copy to: Marion County
601 SE 25th Ave.
Ocala, FL 34471
Attn: Matthew G. Minter, County Attorney
E-mail: Matthew.Minter@marionfl.org

If to OTOW at: On Top of the World Communities, LLC
8445 S.W. 80th St.
Ocala, FL 34481
Attn: Kenneth D. Colen, President
E-mail: KDColen86@otowfl.com

Courtesy copy: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
106 E. College Ave., Ste. 700
Tallahassee, FL 32301
Attn: Reggie L. Bouthillier, Esq. & Denay Brown, Esq.
E-mail: rbouthillier@stearnsweaver.com
E-mail: dbrown@stearnsweaver.com

The failure by any Party to deliver a courtesy copy as referenced above shall not constitute a default under the terms of this Agreement nor shall it create a defect in any notice which is otherwise properly given. Furthermore, it is agreed that, if any Party hereto is represented by legal counsel, such legal counsel is authorized to deliver written notice directly to the other Party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner hereinabove specified. Any Party hereto may, at any time by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other Parties to whom copies of all notices hereunder shall be sent.

20. **Miscellaneous.**

(a) **Waivers; Amendments.** No provision of this Agreement shall be waived, amended or supplemented except by a written instrument executed by all Parties.

(b) **Rules of Construction.** This Agreement shall be construed and interpreted under the laws of the State of Florida. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms of provisions herein. All references herein to the singular shall include the plural, and vice versa.

(c) **Participation.** Each of the Parties have participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against any of the Parties, and shall be interpreted as if the Parties hereto jointly prepared it.

(d) **Cooperation.** The Parties shall execute in good faith such other and further documents as may be required to effectuate the terms of this Agreement. However, nothing herein shall be interpreted to require the County to take or abstain from taking any regulatory, legislative, or quasi-judicial action.

(e) **Remedies.** In the event of a breach or threatened breach of any Party's obligations under this Agreement, a cause of action shall immediately accrue to the non-breaching Party and such non-breaching Party shall be entitled to pursue all remedies described in this Agreement or provided at law and equity. The Parties further agree that the waiver of a Party's breach or threatened breach of any obligations under this Agreement shall not be construed as a waiver of any subsequent breach by that Party.

(f) **Attorneys' Fees/Venue.** In the event of any dispute, litigation, or other proceeding between the Parties arising out of this Agreement, to enforce any provision of this Agreement, or any right of the Parties hereunder, each Party to such dispute, litigation, or other proceeding shall pay its own attorney fees, costs and expenses incurred in court, at trial, on appeal, and in any other proceeding irrespective of whether a Party prevails in such litigation or proceeding. In the event of litigation, venue shall be in Marion County, Florida. The provisions of this Section shall survive termination of this Agreement.

(g) **Severability.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, at any time or to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Notwithstanding the foregoing, the Parties intend for each term, covenant, condition and provision of this Agreement to be valid and enforced to the fullest extent permitted by law.

(h) **Relationship of the Parties; No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to, or shall, or shall be deemed to, create a joint venture or partnership of any kind between the Parties hereto. Nothing contained in this Agreement is intended to create any rights in third parties.

(i) **Entire Agreement/Modification.** This Agreement constitutes the entire agreement between the Parties hereto and there are no oral or written understandings, representations or commitments of any kind, express or implied, which are not expressly set forth herein. The Agreement may only be modified in writing signed by all Parties.

(j) **Waiver of Jury Trial.** THE PARTIES JOINTLY AND SEVERALLY, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTIONS OF EITHER PARTY.

(k) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

(l) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same instrument.

(m) **Business Day.** A “Business Day” shall mean any day that is not a Saturday, Sunday, or a legal holiday as defined by Section 683.01, Florida Statutes.

(n) **Effective Date.** The “Effective Date” of this Agreement shall be the date that the last of the Parties execute this Agreement.

INDEX OF EXHIBITS

Exhibit “1” – SW 80th Ave 4-Laning Project

Exhibit “2” – Drainage Retention Areas

Exhibit “3” – Partially Amended and Restated Drainage Easement

Exhibit “4” – Form Deed

Exhibit “5” – Form Drainage Easement Agreement

Exhibit “6” - 80/80 Pipe Easement Agreement

Exhibit “7” – Parcel 2 ROW Deed

Exhibit “8” – Parcel 3 ROW Deed

Exhibit “9” – Fence Depiction

Exhibit “10” – INTENTIONALLY OMITTED.

Exhibit “11” – Operational and Reciprocal Multimodal Easement Agreement

Exhibit “12” – Additional ROW Area Deed

Exhibit “13” – Temporary Construction Agreement

Exhibit “14” - Temporary Construction Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives on the day and year first above written.

ATTEST:

**BOARD OF COUNTY COMMISSION OF
MARION COUNTY, FLORIDA**

Gregory C. Harrell, Clerk

By: _____
Carl Zalak, III, Chairman

For Use of Marion County Only,
Approved as to Form

Matthew G. Minter
County Attorney

WITNESSES:

ON TOP OF THE WORLD COMMUNITIES, LLC, a Florida limited liability company

Print Name: _____
Witness Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Witness Address: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____ of ON TOP OF THE WORLD COMMUNITIES, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Notary Public

Name printed

My Commission Expires: _____

JOINDER

CIRCLE SQUARE RANCH MASTER ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Association**”) does hereby join in the Impact Fee Credit Agreement (SW 80th Ave 4-Laning Project) (the “**Agreement**”) to which this Joinder is attached and the terms thereof are and shall be binding upon the Association. The Association agrees this Joinder is executed for the purpose of evidencing the Association’s acceptance of the obligations provided in paragraph(s) 10 and 15 of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on behalf of the Association on this ____ day of _____, 2026.

WITNESSES:

CIRCLE SQUARE RANCH MASTER ASSOCIATION, INC., a Florida not-for-profit corporation

Print Name: _____

Address of Witness 1: _____

By: _____

Name: _____

Title: _____

Date: _____

Print Name: _____

Address of Witness 2: _____

STATE OF FLORIDA)

COUNTY OF MARION)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2026 by _____, as _____ of CIRCLE SQUARE RANCH MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the company, [] who is personally known to me or [] who has produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name _____

JOINDER

CALESA TOWNSHIP MASTER ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Association**”) does hereby join in the Impact Fee Credit Agreement (SW 80th Ave 4-Laning Project) (the “**Agreement**”) to which this Joinder is attached and the terms thereof are and shall be binding upon the Association. The Association agrees this Joinder is executed for the purpose of evidencing the Association’s acceptance of the obligations provided in paragraph(s) 12 of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on behalf of the Association on this ____ day of _____, 2026.

WITNESSES:

CALESA TOWNSHIP MASTER ASSOCIATION, INC., a Florida not-for-profit corporation

Print Name: _____

Address of Witness 1: _____

By: _____
Name: _____
Title: _____

Print Name: _____

Address of Witness 2: _____

STATE OF FLORIDA)
COUNTY OF MARION)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2026 by _____, as _____ of CALESA TOWNSHIP MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the company, [] who is personally known to me or [] who has produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida at Large
Print Name _____

JOINDER

CSF-6178 HOLDINGS, LLC, a Florida limited liability company (“**CSF-6178**”) does hereby join in the Impact Fee Credit Agreement (SW 80th Ave 4-Laning Project) (the “**Agreement**”) to which this Joinder is attached and the terms thereof are and shall be binding upon CSF-6178. CSF-6178 agrees this Joinder is executed for the purpose of evidencing CSF-6178’s acceptance of the obligations provided in paragraph(s) 12 of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on behalf of CSF-6178 on this ____ day of _____, 2026.

WITNESSES:

CSF-6178 HOLDINGS, LLC, a Florida limited liability company

Print Name: _____

Address of Witness 1: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Address of Witness 2: _____

STATE OF FLORIDA)

COUNTY OF MARION)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2026 by _____, as _____ of CSF-6178 HOLDINGS, LLC, a Florida limited liability company, on behalf of the company, [] who is personally known to me or [] who has produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives on the day and year first above written.

ATTEST:

**BOARD OF COUNTY COMMISSION OF
MARION COUNTY, FLORIDA**

Gregory C. Harrell, Clerk

By: _____
Carl Zalak, III, Chairman

For Use of Marion County Only,
Approved as to Form



Matthew G. Minter
County Attorney