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This Instrument Prepared by and Return To:
W. James Gooding III
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, FL. 34471

NOTICE OF ESSENTIALLY BUILT-OUT AGREEMENT
FOR A DEVELOPMENT OF REGIONAL IMPACT KNOWN AS
THE STONECREST DEVELOPMENT OF REGIONAL IMPACT,
FORMERLY KNOW AS FLORIDIAN CLUB ESTATES

NOTICE IS HEREBY GIVEN in accordance with subsection 380.06(15)(f), Florida Statutes, that Marion County, Florida ("County"), by and through its Board of County Commissioners, has approved the attached "Essentially Built-Out Agreement for Stonecrest Development of Regional Impact" (hereinafter referred to as the "Essentially Built-Out Agreement"), between County, Stonecrest of Marion County, Ltd., a Florida limited partnership, formerly known as Floridian Club Estates, and the Florida Department of Economic Opportunity pursuant to Section 380.06(15)(g)4.a. and b.(II) Florida Statutes. The Built-Out Agreement and background information may be examined at the offices of Marion County Growth Services, Planning and Zoning Department, 2710 East Silver Springs Boulevard, Ocala, Florida 34470.

Pursuant to subsection 380.061(15)(f), Florida Statutes, the recording of this Notice shall not constitute a lien, cloud or encumbrance on real property, or actual or constructive notice of any such lien, cloud or encumbrance.

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SIGNATURES START ON NEXT PAGE

IN WITNESS WHEREOF, the undersigned has caused this Notice to be executed in its name the 22 day of June, 2017, and is being recorded in the public records, Marion County, Florida.

Stonecrest of Marion County, Ltd., a Florida limited partnership
By: Stonecrest Management, Inc., a Florida corporation, as General Partner
By: [Signature]
L. Hall Robertson, Jr. as President

[Signature]
Witness
W. JAMES GOODING III

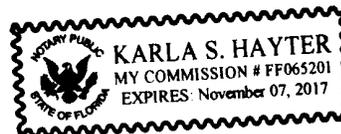
Print Witness Name
[Signature]
Witness
KARLA S. HAYTER
Print Witness Name

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 22 day of June, 2017, by L. Hall Robertson, Jr. as President of Stonecrest Management, Inc., a Florida corporation, as General Partner of Stonecrest of Marion County, Ltd., a Florida limited partnership, on behalf of such corporation and partnership.

[Signature]
Notary Public, State of Florida
Name: _____
(Please print or type)

Commission Number:
Commission Expires:



[Signature]
Notary: Check one of the following:
 Personally known OR
 Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

**ESSENTIALLY BUILT-OUT AGREEMENT
FOR
STONECREST DEVELOPMENT OF REGIONAL IMPACT**

THIS AGREEMENT (“Agreement”) is entered into between Stonecrest of Marion County, Ltd., a Florida limited partnership (“Stonecrest”); Marion County, a political subdivision of the State of Florida (“County”); and Florida Department of Economic Opportunity (“DEO”), all of which may be collectively referred to herein as “the Parties.”

WHEREAS, Stonecrest is the developer of the Stonecrest Development of Regional Impact (the “Stonecrest DRI”).

WHEREAS, the real property that is the subject matter of the Stonecrest DRI is located in the unincorporated area of Marion County.

WHEREAS, DEO is the state land planning agency responsible for the administration and enforcement of Chapter 380, Florida Statutes, including those provisions relating to developments of regional impact (“DRIs”).

WHEREAS, pursuant to section 380.032(3), Florida Statutes, DEO is authorized to enter into such agreements as may be necessary to effectuate the provisions and purposes of Chapter 380, Florida Statutes.

WHEREAS, on May 14, 1991, after a public hearing, the Marion County Board of County Commissioners (“Board”) adopted Resolution 91-R-110 pursuant to which it approved a development order (the “Development Order”) issued under Chapter 380, Florida Statutes, for a DRI known as “Floridian Club Estates,” now known as the Stonecrest DRI.

WHEREAS, on November 15, 1994, the Board in Resolution No. 94-R-264 adopted the first amendment to the original Development Order and extended the phase end and build-out dates for the Stonecrest DRI.

WHEREAS, on March 7, 1995, the Board in Resolution No. 95-R-49 adopted the second amendment to the original Development Order and revised certain traffic mitigation conditions to reflect the extension of phase end and build-out dates for the Stonecrest DRI.

WHEREAS, on June 1, 1999, the Board in Resolution No. 99-R-113 adopted the third amendment to the original Development Order and revised the types of approved land uses and made related changes in traffic mitigation.

WHEREAS, on November 18, 2003, the Board in Resolution No. 03-R-336 adopted the fourth amendment to the original Development Order and added approximately 152.6 acres of land to the original DRI without revising the development amounts.

WHEREAS, on February 17, 2004, the Board in Resolution No. 04-R-46 adopted the fifth amendment to the original Development Order and revised the transportation conditions of the original Development Order, provided for a land use exchange matrix to the original Development Order, and provided for the tradeoff of Professional Office square footage in Phase III for an equivalent amount of Retail Commercial use. The original Development Order, as amended by the foregoing resolutions, is hereinafter referred to as the “Amended Development Order,” and concerns the real property described in the attached **Exhibit A**.

WHEREAS, pursuant to the prior Resolutions, various amendments to section 380.06, Florida Statutes, and various Executive Orders concerning state emergencies issued pursuant to section 252.363, Florida Statutes, the build-out date for the Stonecrest DRI was March 1, 2017.

WHEREAS, pursuant to section 380.06(15)(g)4.a. and b.(II), Florida Statutes, local governments (such as Marion County) may continue to issue permits for developments subsequent to the build-out date if a DRI has been determined to be an “essentially built-out DRI” through an agreement executed by the developer, the local government, and DEO establishing the terms and conditions under which the development may be continued.

WHEREAS, the Stonecrest DRI is, as set forth in greater detail below, an “essentially built-out DRI.”

NOW, THEREFORE, for and in consideration of the foregoing (which is incorporated herein by reference) and the mutual covenants contained herein, it is hereby agreed as follows:

1. Stonecrest As Essentially Built-Out DRI.

- 1.1. The Parties agree that the Stonecrest DRI is “essentially built-out” in accordance with section 380.06(15)(g)4.a. and b.(II), Florida Statutes. All the mitigation requirements in the Amended Development Order have been satisfied, Stonecrest is in compliance with all applicable terms and conditions of the Amended Development Order except the build-out date, and the amount of proposed development that remains to be built will not create the likelihood of additional regional impacts not previously reviewed.
- 1.2. Of the 2,500 single family adult retirement residential units authorized by the Amended Development Order, 2,223 single-family lots have been platted. As of December 31, 2016, 2,070 of the platted lots have been developed and sold to individual third party owners, representing 82% of the single-family adult retirement residential platted lots. In addition, all infrastructure and horizontal development for the single-family residential lots has been completed. The Amended Development Order did not require workforce housing. Based on the foregoing, the Parties conclude that the single family adult retirement residential portion of the Stonecrest DRI satisfies the requirements in the un-numbered paragraph following section 380.06(15)(g)4.b.(II), Florida Statutes, and is essentially built-out.
- 1.3. Therefore, Marion County may continue to issue permits for the following development authorized by the Amended Development Order, notwithstanding the expiration of the build-out date, pursuant to the terms and conditions of this Agreement:
 - 1.3.1 430 single-family adult retirement residential units.
 - 1.3.2 371 Assisted Living Facility or Skilled Nursing Facility (Nursing Home) beds.
 - 1.3.3 434,044 square feet (s.f.) of professional office, retail commercial, and shopping center uses as described in paragraph 2.2.2. below.

2. Continued Development.

2.1. Residential Development.

- 2.1.1. The Amended Development Order allows 2,500 single-family adult retirement residential units (Resolution 99-R-113), 2,070 of which have been built and sold to individual owners and 153 are allocated to individual platted lots but are not yet built.

2.1.2. The remaining undeveloped 277 single-family adult retirement residential units are not allocated to any particular property owner or parcel within the DRI and are available to parcels within the DRI on a “first-permitted first-allowed” basis subject to obtaining suitable zoning and development plan approval by the County, or are eligible for exchange to an alternative use, on a first come first served basis, pursuant to the Exchange Provisions identified in paragraph 2.2.4 of this Agreement and **Exhibits C, D, and E**, subject to obtaining suitable zoning and development plan approval by Marion County.

2.1.3. Adult Congregate Living Facility and Skilled Nursing Facility (Nursing Home).

The Amended Development Order authorizes development of 449 adult congregate living facility and skilled nursing facility (nursing home) beds, 78 of which have been developed. The remaining undeveloped 371 beds are not allocated to any particular property owner or parcel within the DRI and are available to parcels within the DRI on a “first-permitted first-allowed” basis subject to obtaining suitable zoning and development plan approval by the County, or are eligible for exchange to an alternative use, on a first come first served basis, pursuant to the Exchange Provisions identified in paragraph 2.2.4 of this Agreement and **Exhibits C, D, and E**, subject to obtaining suitable zoning and development plan approval by Marion County.

2.2. Non-Residential Development.

2.2.1. The non-residential portion of the Stonecrest DRI consists of approximately 89 acres, all of which are platted in various subdivisions resulting in 35 commercial lots and perimeter land use buffer and stormwater tracts. Fifteen of the 35 lots are undeveloped. All roads, water lines, sewer lines, and the master stormwater system are constructed and operating.

2.2.2. The non-residential development authorized under the Amended Development Order and undeveloped as of the date of this Agreement and that is to be developed under the terms of this Agreement is:

| Use | Authorized s.f. | Undeveloped s.f. |
|---------------------|-----------------|------------------|
| Professional Office | 162,490 | 107,180 |
| Retail Commercial | 341,800 | 290,746 |
| Shopping Center | 220,000 | 22,778 |
| Totals | 724,290 | 420,704 |

2.2.3. Attached hereto as **Exhibit B** is a table which identifies the remaining and unallocated non-residential development that is permitted within the Stonecrest DRI.

- a. The columns on the table represent:
 - 1). *Built* – The square footage of any Permitted Uses built on each parcel.
 - 2). *Allocated* – The undeveloped square footage of each Permitted Use allocated to (i.e., authorized to be developed on) each specific parcel.¹
 - 3). *Remaining* – The Remaining undeveloped square footage authorized by the Amended Development Order that is not allocated to specific parcels, calculated by subtracting the Built square footage from the Allocated square footage.
- b. Based upon the foregoing and subject to the Exchange Provisions identified in paragraph 2.2.4 of this Agreement:
 - 1). Each parcel designated for non-residential use may develop additional square footage for its Permitted Use in the amount of the square footage under the Allocated and Remaining columns for such parcel.
 - 2). Adult Congregate Living Facility and Skilled Nursing Facility (nursing home) beds may be developed within either the Residential or Commercial portions of the Stonecrest DRI consistent with the County's comprehensive plan and land development regulations.

2.2.4. Exchanges. Notwithstanding any limitation under the Remaining column in **Exhibit B**, development of parcels may be increased/decreased/exchanged in accordance with the provisions of **Exhibits C, D, and E of this Agreement**.

3. **Representations**. Stonecrest asserts and warrants that, to the best of its knowledge, all of the representations and statements made as set forth in this Agreement are true, accurate and complete. Based upon such representations and statements, DEO concludes that this Agreement is in the best interest of the State and reasonably applies and effectuates the provisions and purposes of Chapter 380, Florida Statutes.
4. **Breach**. In the event of a breach of this Agreement or failure to comply with any condition of this Agreement, or if this Agreement is based upon materially inaccurate information, DEO may terminate this Agreement or file suit to enforce this Agreement as provided in Chapter 380, Florida

¹ Concerning two of the parcels that utilize the Retail Commercial Permitted Use (Tax ID numbers 6200-004-003 and 6200-004-004), however, a further adjustment has been made to acknowledge the amount of Built square footage on the first parcel: the Allocated square footage for the first parcel has been increased by 401 square feet, and the Allocated square footage for the second parcel has been decreased by the same amount.

Statutes. Injunctive relief shall be available to the other Parties in the event of a breach of this agreement or failure to comply with any condition of this Agreement.

5. **Waiver.** Nothing in this Agreement shall constitute a waiver by any Party of the right to appeal any development order related to the Property and this DRI pursuant to section 380.07, Florida Statutes.
6. **Applicable Law; Jurisdiction and Venue.** This Agreement and the rights and obligations of the Parties hereto shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Leon County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
7. **Notices.** Any notices or other documents required by this Agreement shall be sent to the following:

| | |
|----------------|---|
| For Developer: | Stonecrest of Marion County, Ltd., c/o W. James Gooding III Gilligan, Gooding & Franjola, P.A. 1531 SE 36 Avenue Ocala, FL. 34471 |
|----------------|---|

| | |
|-----------------|--|
| For the County: | County Administrator 601 SE 25 Avenue Ocala, FL, 34471 |
|-----------------|--|

| | |
|---------------|---|
| With copy to: | County Attorney 601 SE 25 Avenue Ocala, FL, 34471 |
|---------------|---|

| | |
|----------|--|
| For DEO: | Division of Community Development Bureau of Community Planning and Growth Florida Department of Economic Opportunity 107 Madison Street, MSC 160 Caldwell Building Tallahassee, FL 32399-4120 |
|----------|--|

8. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
9. **Release; Costs, and Attorney's Fees.** Each Party hereto releases the other from any and all claims or demands arising out of the subject matter of this Agreement. Each Party shall bear its own costs and attorney's fees incurred in connection with this matter.

10. **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any provision of this Agreement.
11. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original, but such counterparts shall constitute one and the same Agreement.
12. **Amendments.** This Agreement may be amended in writing by mutual consent of the Parties so long as the amendment meets the requirements of Florida Statutes, specifically Chapter 380, Florida Statutes, and applicable ordinances.
13. **Further Assurances.** Each Party to this Agreement agrees to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledge, and delivered, all such further acts and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other Parties in order to carry out the intent of and give effect to this Agreement, including any amendments to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of DEO and the County, the Parties declare their intention to cooperate with each other in effecting the purposes of this Agreement and to coordinate the performance of their respective obligations under the terms of this Agreement.
14. **Miscellaneous.** After the effective date of this Agreement, the Stonecrest DRI shall no longer be required to file annual or biennial reports pursuant to section 380.06(18), Florida Statutes. All future development must be consistent with the Marion County Comprehensive Plan and land development regulations.
15. **Limitations on Agreement.** This Agreement affects the rights and obligations of the parties under Chapter 380, Florida Statutes. It is not intended to determine or influence the authority or decisions of any other state or regional agency or Marion County in the issuance of any other permits or approvals required for the development specifically authorized by this Agreement. The terms and conditions of this Agreement shall run with the property more particularly described on the attached **Exhibit A** and inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto and of the owners of such property. Stonecrest shall record this Agreement in the Public Records of Marion County, Florida, together with a notice thereof provided by Marion County, and shall provide DEO and the Marion County Growth Services Department with a copy of the recorded notice and Agreement within 30 days of execution of this Agreement.
16. **Effective Date.** The effective date and the date of execution of this Agreement shall be the date that the last party signs and acknowledges the Agreement.
17. **Agreement on File.** Following recording of this Agreement pursuant to paragraph 15, Stonecrest shall provide the original Agreement to the Marion County Clerk of Court Commission Record's Office where it will be retained on file, and shall provide a copy of the Agreement with the recording information to DEO.

18. **Attachments.** The following are attached hereto and incorporated herein:

Exhibit A – Legal description of Stonecrest DRI property.

Exhibit B – Table, Remaining Non-Residential Development Permitted.

Exhibit C – Exchange Provision.

Exhibit D – Land Use Equivalency Matrix, Part A.

Exhibit E – Land Use Equivalency Matrix, Part B.

IN WITNESS WHEREOF, the parties, by and through the undersigned duly authorized representatives have executed this Agreement on the dates set forth below.

Stonecrest of Marion County, Ltd., a Florida limited partnership

By: Stonecrest Management, Inc., a Florida corporation, as General Partner

[Signature]
By: L. Hall Robertson, Jr. as President

[Signature]

Witness

BARBARA A. NOEL

Print Witness Name

[Signature]

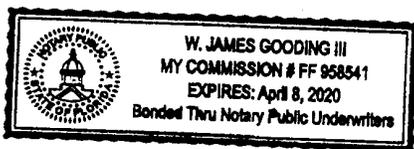
Witness

W. James Gooding III

Print Witness Name

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 3 day of May, 2017, by L. Hall Robertson, Jr. as President of Stonecrest Management, Inc., a Florida corporation, as General Partner of Stonecrest of Marion County, Ltd., a Florida limited partnership, on behalf of such corporation and partnership.



[Signature]
Notary Public, State of Florida

Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

- Personally known OR
- Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

[Signature]
Witness

By: [Signature]
Julie A. Dennis, Director of Community Development

Miriam Snipes
Print Witness Name

[Signature]
Witness

Barbara Powell
Print Witness Name

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: [Signature] C. Shideler

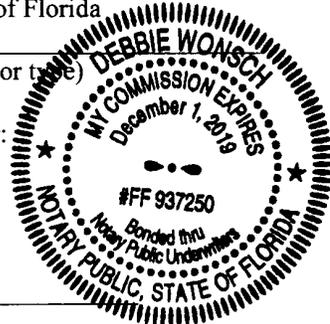
Approved Date: 5/19/17

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19 day of May, 2017, by Julie A. Dennis as Director of Community Development, Florida Department of Economic Opportunity, an agency of the State of Florida, on behalf of such agency.

[Signature]
Notary Public, State of Florida
Name: _____
(Please print or type)

Commission Number: _____
Commission Expires: _____



Notary: Check one of the following:

- Personally known OR
- Produced Identification (if this box is checked, fill in blank below).
- Type of Identification Produced: _____

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA



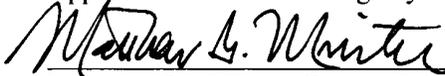
By: Carl Zalak, III, Chair

ATTEST:



David R. Ellspermann, Clerk

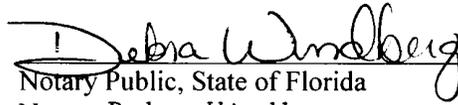
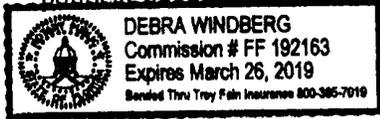
Approved as to form and legality:



Matthew Guy Minter, County Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 2nd day of May, 2017,
by Carl Zalak, III, as the Chairperson of the Board of County Commissioners of Marion County, Florida, a
political subdivision of the State of Florida, on behalf of the County.



Notary Public, State of Florida

Name: Debra Windberg

(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

Personally known OR

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

Type of Identification Produced: _____

**EXHIBIT A
PROPERTY**LEGAL DESCRIPTION

South 1650 feet of the West 660 feet, Section 25, Township 17 South, Range 23 East; AND South 1683 feet of the East 412.5 feet of Section 26, Township 17 South, Range 23 East; AND East 1/2 of Section 35, Township 17 South, Range 23 East, LESS that portion lying South and West of U.S. Highways 27 and 441 in Marion County; AND ALL of Section 36, Township 17 South, Range 23 East, LESS East 880 feet of North 1980 feet of NW 1/4 AND LESS East 264 feet of North 594 feet of SE 1/4 of NE 1/4, , AND LESS all of that portion lying South and West of U.S. Highways 27 and 441 in Marion County; AND South 3/4 of SW 1/4 and West 1/4 of SW 1/4 of SE 1/4, Section 31, Township 17 South, Range 24 East, Marion County; AND South 1/2 of the NW 1/4 and the North 1/2 of the North 1/2 of the SW 1/4 of Section 31, Township 17 South, Range 24 East, Marion County; AND East 3/4 of the SW 1/4 of the SE 1/4 of Section 31, Township 17 South, Range 24 East, All lying and being in Marion County, Florida.

EXHIBIT B
REMAINING NON-RESIDENTIAL DEVELOPMENT PERMITTED

See attached

| | | Life Care Services * (Beds) | | | Professional Office (SF) | | | Retail Commercial (SF) | | | Shopping Center (SF) | | |
|---|--------------|-----------------------------|-------|-----------|--------------------------|--------|-----------|------------------------|--------|-----------|----------------------|---------|-----------|
| Approved DRI Amount | | 449 | | | 162,490 | | | 341,800 | | | 220,000 | | |
| Parcel | TAX ID | Allocated | Built | Remaining | Allocated | Built | Remaining | Allocated | Built | Remaining | Allocated | Built | Remaining |
| SC Center Phase I PB 4, Page 107 | | | | | | | | | | | | | |
| Blk A Lot 1 & 1/2 of Lot 2 | 6200-101-001 | | | | 21,889 | 14,547 | 7,342 | | | | | | |
| Blk A Lot 3&1/2 of Lot 2 | 6200-101-003 | | | | | | | 14,540 | 4,018 | 10,522 | | | |
| Blk B Lot 1 & 2 | 6200-102-001 | | | | 26,970 | 17,390 | 9,580 | | | | | | |
| Blk B Lot 3 | 6200-102-003 | | | | 13,106 | 0 | 13,106 | | | | | | |
| Blk B Lot 4 | 6200-102-004 | | | | 13,106 | 0 | 13,106 | | | | | | |
| Blk B Lot 5 | 6200-102-005 | | | | 13,864 | 8,650 | 5,214 | | | | | | |
| Blk C Lot 1 & 2 | 6200-103-001 | | 42 | | | | | | | | | | |
| SC Center Phase IA PB 4, Page 167 | | | | | | | | | | | | | |
| Blk C Lot 3 | 6200-103-003 | | 36 | | | | | | | | | | |
| SC Center Phase II PB 8, Page 57 | | | | | | | | | | | | | |
| Blk C Lot 4 & 5 | 6200-103-004 | | | | 28,426 | 9,331 | 19,095 | | | | | | |
| Blk C Lot 6 | 6200-103-006 | | | | 27,537 | 0 | 27,537 | | | | | | |
| Blk D Lot 1 | 6200-104-001 | | | | | | | 13,454 | 9,106 | 4,348 | | | |
| Blk D Lot 2 & 3 | 6200-104-002 | | | | | | | 26,997 | 17,592 | 9,405 | | | |
| Blk D Lot 4 | 6200-104-004 | | | | 17,592 | 5,392 | 12,200 | | | | | | |
| SC Center Phase III PB 9, Page 11 | | | | | | | | | | | | | |
| Lot 1 | 6200-100-001 | | | | | | | 20,180 | 0 | 20,180 | | | |
| Lot 2 | 6200-100-102 | | | | | | | 12,288 | 0 | 12,288 | | | |
| Lot 3 | 6200-100-003 | | | | | | | 16,682 | 0 | 16,682 | | | |
| SC Center Phase IV PB 9, Page 113 Partial Replat PB 11, Page 187 | | | | | | | | | | | | | |
| Lot 1-9 | 6200-100-401 | | | | | | | 192,187 | 0 | 192,187 | | | |
| SC South Commercial PB 8, Page 30 Partial Replat PB 11, Page 97 | | | | | | | | | | | | | |
| Lot 1 | 6200-004-001 | | | | | | | 18,386 | 3,801 | 14,585 | | | |
| Lot 2 | 6200-004-002 | | | | | | | 10,404 | 1,674 | 8,730 | | | |
| Lot 3 | 6200-004-003 | | | | | | | 12,240 | 12,240 | 0 | | | |
| Lot 5 | 6200-004-004 | | | | | | | 4,442 | 2,623 | 1,819 | | | |
| Lot 4 | 6200-004-000 | | | | | | | | | | 220,000 | 197,222 | 22,778 |
| SUB TOTAL | | 0 | 78 | 371 | 162,490 | 55,310 | 107,180 | 341,800 | 51,054 | 290,746 | 220,000 | 197,222 | 22,778 |

* Referred to as "Adult Congregate Living Facility" and "Skilled Nursing Facility (Nursing Home)" in Amended Development Order.

Book6599/Page 147 CFN#2017056955

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EXHIBIT C**EXCHANGE PROVISION**

The Developer may increase certain land uses and simultaneously decrease other land uses, provided that such changes are consistent with the Land Use Traffic Equivalency Matrix attached hereto as Exhibits D and E and incorporated herein by reference. At the time of election of a land use exchange under the Land Use Traffic Equivalency Matrix, the Developer shall notify Marion County, the Department of Economic Opportunity (DEO), the applicable regional planning council, and the Florida Department of Transportation (FDOT) of the election at least thirty (30) days before implementation and shall provide the County, DEO, the regional planning council, and FDOT with cumulative land use totals and remaining allowable development. So long as the exchange is consistent with the criteria contained in Exhibits D and E and no change is made to the DRI Master Plan, Map "H", no additional DRI approvals shall be required for the exchange of uses, which will occur without a modification of this Agreement.

EXHIBIT D

LAND USE TRAFFIC EQUIVALENCY MATRIX

PART A: EXCHANGE PARAMETERS

| ITE Code | Land Use | Amount Authorized | Minimum Allowed (20% Less) | Maximum Allowed (20% More) | PM Peak Hour Rate | Peak Direction | DRI % Internal Capture | DRI % Passby Capture | Net External PM Peak Hour Directional Rate |
|----------|--|-------------------|----------------------------|----------------------------|-------------------|----------------|------------------------|----------------------|--|
| 210 | Single Family* (retirement dwelling units) | 2,500 | 2,000 | 3,000 | 0.25 | 64% | 15% | 0% | 0.136 |
| 252, 620 | Life Care Services: Assisted Living Facility, Skilled Nursing (beds) | 449 | 359 | 538 | 0.17 | 61% | 15% | 0% | 0.088 |
| 710 | Professional Office – s.f. | 162,490 | 129,992 | 194,988 | 1.49 | 83% | 15% | 0% | 1.051 |
| 820 | Retail Commercial – s.f. | 341,800 | 273,440 | 410,160 | 3.74 | 52% | 15% | 12% | 1.455 |
| 814 | Shopping Center – s.f. (Walmart) | 220,000 | 220,000 | 220,000 | 3.82 | 51% | 15% | 12% | 1.457 |

* Trip generation rate based on approved, site-specific rate for retired, single-family dwelling units.

EXHIBIT E

LAND USE TRAFFIC EQUIVALENCY MATRIX

PART B: PEAK-HOUR TRIP CONVERSION FACTOR MATRIX BY LAND USE

| To Land Use | | From Land Use | | | | |
|-----------------------|---|--------------------------------|---|------------------------|----------------------|---------------------------------|
| | | Residential | | Office/Commercial | | |
| | | Retirement Single Family | Life Care Services: ACLF/Skilled Nursing | Professional Office | Retail Commercial | Shopping Center (Walmart) |
| Residential | Single-Family | - | 0.648 | 7.729 | 10.696 | 10.715 |
| | Life Care Services: ACLF/Skilled Nursing | 1.543 | - | 11.926 | 16.504 | 16.532 |
| Office/ Commercial | Professional Office | 0.129 | 0.084 | - | 1.384 | 1.386 |
| | Retail Commercial | 0.093 | 0.061 | 0.722 | - | 1.002 |
| | Shopping Center (Walmart) | 0.093 | 0.060 | 0.721 | 0.998 | |

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StonecrestAgreement(JG-with-CDR-edits)