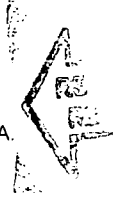


RECORD \$ _____

PREPARED BY AND RETURN TO:

Steven H. Gray, Esq.
GRAY, ACKERMAN & HAINES, P.A.
125 NE 1st Avenue, Suite 1
Ocala, FL 34470



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**DEVELOPER'S AGREEMENT
[OCALA CROSSINGS NORTH PUD]**

THIS AGREEMENT is made and entered into this 16th day of December, 2014,
by and between:

- **MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose address is 601 SE 25th Avenue, Ocala, FL 34471 (hereinafter "*Marion County*", or "*County*");
and
- **JAMES H. SWEENEY, III**, not individually, but solely as Trustee under the 603 Acre Land Use Trust u/t/a dated March 4, 2004, whose address is 2000 S. Bayshore Drive, Villa 51, Miami, FL 33133 (hereinafter "*Sweeny*" or "*Owner*").

[NOTE: As used hereinafter the term "Owner" shall refer to Sweeny and to any successor-in-title to Sweeny to the North PUD Property (defined below) or any portion thereof.]

RECITALS:

- A. Sweeny is the legal and equitable owner of the parcel of real property located in Marion County, Florida described on Exhibit "A" (the "North PUD Property").
- B. All of the North PUD Property currently has a land use classification of "Medium Density Residential" on the Future Land Use Map ("FLUM") of County's Comprehensive Plan. The land use classification was previously approved by County when it approved Comprehensive Plan Application No. 08-L26 (which Application included additional properties which are not the subject of this Agreement).
- C. This Agreement is the only agreement that is being, or has been, considered in final form for approval by County for the North PUD Property.
- D. The Florida Local Government Development Agreement Act, Chapter 86-191 (the "Act"), 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.
- E. County has held public hearings to accept and encourage public input with respect to the proposals of the Owner contained in this Agreement, and has considered such public input.
- F. County has determined that the provisions of this Agreement and the vesting of development rights contemplated by this Agreement are consistent with, and not in contravention with, the provisions of the County's Concurrency Management System.
- G. County has provided its Notice of Intent to consider entering into the Developer's Agreement by advertisements published in the Ocala Star-Banner, a newspaper of general circulation and readership in Marion County, Florida, on 11/18/14 and N/A, 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 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.

- H. The Board of County Commissioners of the County has held public hearings on 12/2/14 and on 12/16/14 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 County's Comprehensive Plan and County's existing Land Development Regulations.
- I. The Parties enter into this Agreement to confirm and ratify all agreements between the Parties regarding those matters which are described specifically in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. **Incorporation of Recitals & Exhibits.** The parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The contents of all Exhibits referenced in this Agreement and attached hereto are incorporated into the terms of this Agreement.
2. **Definitions.** In addition to any other terms which may be specifically defined elsewhere in this Agreement, for the purposes of this Agreement the following terms shall have the following meanings:
 - 2.1. ***"49th Avenue" or "49th Avenue"*** - The roadway to be constructed through the North PUD Property on the alignment shown on Exhibit "B". References in this Agreement to "49th Avenue" shall apply solely to that segment of 49th Avenue lying between SW 95th Street and SW 80th Street.
 - 2.2. ***"49th Avenue Plans"*** - The construction plans for 49th Avenue which are being prepared for County by its consulting design engineers (Kimley-Horn & Associates, Inc.) containing construction plans for the roadway and related Storm Water Management Facilities (defined below). Contents of the 49th Avenue Plans when completed and accepted by County, are by this reference incorporated into the terms of this Agreement. In the event County initiates any modifications of the 49th Avenue Plans subsequent to initial completion it shall provide notice thereof to the Owner under this Agreement to facilitate Owner (at Owner's election) having Owner's engineers or development team members coordinate with County and participate in planned revisions. However, Owner and Owner's agents shall not have any right of approval with respect to County's modifications of the Plans. County agrees that it will take reasonable steps to facilitate Owner's current planned future development of the North PUD Property regarding any revisions to the Plans. County's right to modify the Plans shall not include a right to widen the base right-of-way width of one hundred and twenty (120) feet, or add additional width, other than additional width required for turn lanes at intersections.
 - 2.3. ***"49th Avenue ROW"*** - The North PUD Property land required by the County for the construction of 49th Avenue, which is described on attached Exhibit "C" in the North PUD Property Facilities ("ROW" is defined in Section 2.22). The primary width of the 49th Avenue ROW shall be one hundred and twenty feet (120'), with additional width at intersections as required for additional lanes at the intersection.
 - 2.4. ***"85th Street ROW"*** - The North PUD Property land required for the construction of 85th Street, which is described on attached Exhibit "D". The alignment of 85th Street is shown on the Conceptual PUD Plan for the North PUD shown on attached Exhibit "E". County's acceptance of conveyance of the ROW does not constitute any agreement by County to construct 85th

Street, County is not obligated to construct any segment of 85th Street, whether located in either the North PUD Property or the South PUD Property.

- 2.5. **"90th Street ROW"** - The North PUD Property land required by the County for the construction of SW 90th Street, described on attached Exhibit "F". The alignment of 90th Street is shown on the Conceptual PUD Plan for the North PUD shown on attached Exhibit "E". County's acceptance of conveyance of the ROW does not constitute any agreement by County to construct 90th Street.
- 2.6. **"Agreement" or "Developer's Agreement"** - This Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions.
- 2.7. **"Bradford 159"** - Bradford 159 P2, LLC, a Florida limited liability company (Bradford 159 is the owner of a portion of the South PUD Property described herein).
- 2.8. **"Bradford Farms"** - Bradford Farms Phase 3-5, LLC, a Florida limited liability company. Bradford Farms was the predecessor-in-title to Sweeny as to the North PUD Property.
- 2.9. **"Closing"** - The simultaneous: (i) conveyance by Owner to County of all ROW (as defined below) Owner is obligated to convey to County pursuant to the terms of this Agreement; and (ii) conveyance by Owner (joined by Todd Rudnianyn) to County of the Sweeny Commercial ROW described in Section 2.27. The Closing shall occur on the date specified in Section 9. In the event the date of Closing is a Saturday, Sunday, or a Federal holiday the Closing shall occur on the next day which is not a Saturday, Sunday, or a Federal holiday. The Closing shall occur in Marion County, Florida at the offices of Gray, Ackerman & Haines, P.A. unless an alternate Closing location is approved by all the Parties.
- 2.10. **"Comprehensive Plan"** - The Marion County Comprehensive Plan, as originally adopted by the County and subsequently amended in accordance with the provisions of Chapter 163 of the Florida Statutes.
- 2.11. **"Conceptual PUD Plan"** - The Conceptual PUD Plan for the development of the North PUD Property, shown on attached Exhibit "E", which has been approved by County.
- 2.12. **"Conditions Precedent"** - The conditions precedent to the obligations of the Parties to this Agreement, as defined and specified in Section 11.
- 2.13. **"Conveyance Standards"** - The standards for the conveyance by an Owner (or a successor-in-title to an Owner, if applicable) to County of any parcels of land to be conveyed to County under the terms of the Agreement, or any grant of easement to be granted under the terms of the Agreement. The Conveyance Standards are enumerated on attached Exhibit "G".
- 2.14. **"County"** - Marion County, a political subdivision of the State of Florida.
- 2.15. **"Effective Date"** - The date the terms of this Agreement becomes effective, as specified in Section 17.11.
- 2.16. **"Governmental Authority"** - Any county, municipality, state or local agency, governmental authority, or other public entity of any nature whatsoever which has jurisdiction of any nature over the North PUD Property, improvements to the North PUD Property, or the permitting and construction of the infrastructure items which are the subject of this Agreement.
- 2.17. **"North PUD Property"** - The real property described on attached Exhibit "A".
- 2.18. **"Owner" or "Owners"** - As applicable, any Owner or successors-in-title to an Owner as to the North PUD Property which is the subject of this Agreement, or any portion thereof. The current

Owner is Sweeny. Any specific reference to the "South PUD Owner" shall, however, refer to the record owner of South PUD Property.

- 2.19. **"Parcel" or "Parcels"** - As applicable, one or more parcels of real property which are specifically described or identified in the terms of this Agreement.
- 2.20. **"Party" or "Parties"** - As applicable, one or more of the Parties to this Agreement, or a successors-in-title to the North PUD Property or any portion thereof.
- 2.21. **"Project"** - In aggregate, development of the North PUD Property in accordance with the approved land use classification of the Property under the County's Comprehensive Plan, the final approved PUD zoning of the North PUD Property, and all approved development plans and permits. "Project" shall also include, as required, the construction of roads, utilities infrastructure, off-site improvements, or other improvements required to facilitate development and sale of the North PUD Property, or any portion thereof.
- 2.22. **"ROW"** - Land in the North PUD Property owned by Owner and required for the right-of-way of 49th Avenue, 85th Street, or 90th Street, described in attached Exhibits "C", "D", and "F", respectively, including all land required for Storm Water Management Facilities for the listed roadways, and including all required temporary easements to County reasonably required for the construction and operation of the planned roadways.
- 2.23. **"South PUD Property"** - The property contiguous to the southerly boundary of the North PUD Property described herein which is the subject of the South PUD Agreement described immediately below, the legal description which is shown on attached Exhibit "H".
- 2.24. **"South PUD Agreement"** - The Developer's Agreement between the owners of the South PUD Property and County, which includes generally corresponding terms to this Agreement regarding conveyances to County of the ROW for SW 49th Avenue by the owners of the South PUD Property. As set forth in Section 11, a Condition Precedent to the terms of this Agreement becoming effective is the corresponding finalization of the South PUD Agreement between the County and the owners of the South PUD Property.
- 2.25. **"Storm Water Management Facilities"** - Drainage retention areas (a/k/a storm water ponds), ditches, swales, pipes, drainage structures, pumps, drainage easements, flowage easements, storm water discharge easement and grading and appurtenances which are constructed (whether above or below ground) and operated, or granted, to provide for the benefit of the PUD Property and roads and improvements constructed thereon in accordance with the applicable rules and regulations of the County and the Southwest Florida Water Management District, and Permits issued by said agencies.
- 2.26. **"Sweeny"** - As used herein references to "Sweeny" do not refer to James H. Sweeny III individually, but refer to James H. Sweeny III solely as Trustee under the 603 Acre Land Use Trust u/t/a dated March 4, 2004. Any liabilities of Sweeny incurred pursuant to the terms of this Agreement are incurred by Sweeny solely as the Trustee of the referenced Trust.
- 2.27. **"Sweeny Commercial ROW"** - That portion of current Marion County Tax Parcel No. 35699-010-00 (owned by James H. Sweeny, III, Trustee, and Todd Rudnianyn) which is required for the 49th Avenue ROW. The legal description of the Sweeny Commercial ROW is shown on attached Exhibit "I", and the form of the Deed to be used to convey the ROW is shown on attached Exhibit "J".
- 2.28. **"Wellfield/Water Plant Parcel"** - The Parcel of real property owned by Owner, which Owner will convey to County as the future site of a wellfield and water plant. Identification and conveyance of the Parcel shall occur as specified in Section 5.4.

3. **Representations and Warranties.** As a material inducement to the other Parties to enter into this Agreement, each Party makes the following representations and warranties to the other Parties to this Agreement:
- 3.1. **Owner's Representations and Warranties.** Owner represents and warrants to County that:
- 3.1.1. Owner is the legal and equitable owner of the North PUD Property described in Recital A above.
 - 3.1.2. 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 other legal binding obligation of Owner.
- 3.2. **County Representations and Warranties.** County represents and warrants to Owner that:
- 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 by 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 will 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 thirty (30) years, commencing on the Effective Date.
5. **Conveyances of ROW; Roads Construction; and Wellfield/Water Plant Parcel, etc.**
- 5.1. **49th Avenue ROW.** Subject to those conditions as set forth below, Owner agrees to convey to County, as partial consideration for County's agreements herein, all of the required 49th Avenue ROW (120' in width, except at intersections where additional road lanes are included in the 49th Avenue Plans, in which case the ROW shall be widened to accommodate such additional lanes) located in the North PUD Property, in accordance with the following provisions:
 - 5.1.1. **Conveyance of ROW.** Owner agrees to convey to County all of the required 49th Avenue ROW located within the North PUD Property. The conveyances shall occur at the Closing, at which Owner will convey to County the 49th Avenue ROW segment owned by Owner. The form of the deed for the conveyance of the 49th Avenue ROW from Owner to County is shown on attached Exhibit "K". Owner acknowledges that he will not receive transportation impact fee credits for the value of the ROW land conveyed. Conveyance of the ROW by Owner to County shall constitute a donation from Owner to County, and shall not qualify for transportation impact fee credits.
 - 5.1.2. **Modification of Plans.** County currently plans to construct all four (4) lanes of the planned roadway at the time of initial construction. County shall have the right, at its election, to initially construct only two (2) of the planned four (4) lanes. In the event County elects to modify the Plans for 49th Avenue, County shall provide notice of such election to Owner and Owner's engineers to allow input regarding modification of the

Plans. The preceding provisions shall not grant to Owner or Owner's engineers or representatives the right of approval of the modified Plans, but are intended to facilitate coordination between County and Owner regarding construction of 49th Avenue and development of Owner's adjacent properties. County's right to modify the Plans shall not include a right to widen the base right-of-way width of one hundred and twenty (120) feet, or add additional width other than additional width required for turn lanes at intersections, as specified above.

- 5.2. Construction – 49th Avenue.** In consideration of the agreements of Owner herein, and subject to satisfaction of all the Conditions Precedent set forth in Section 11 hereof, County agrees that it will fully complete construction of 49th Avenue from SW 95th Street north to SW 80th Street within five (5) years from the Effective Date of this agreement as specified in Section 17.11, subject to the condition that County have received from Owner, and from the owner of the South PUD Property, conveyances of all 49th Avenue ROW located within the North and South PUD Properties. The Capital Contribution funds of \$1,800,000.00 will be contributed to County under the South PUD Agreement, within 60 days from the date of this agreement.
- 5.3. 90th Street and 85th Street ROW.** Owner agrees to convey by donation to County, at the Closing, the 90th Street and 85th Street ROWs described on Exhibits "D" and "F" necessary to construct a two-lane collector roadway. Construction shall be by the Owner, or successor-in-title to Owner, in conjunction with development of the Property adjacent to the subject ROW's. The form of the deed for the 90th Street and 85th Street ROW from Owner to County shall be the same form used for the conveyances of the 49th Avenue ROW. Owner agrees that Owner will not receive transportation impact fee credits for the value of the ROW land conveyed. Owner retains proper easements to access both right-of-ways for construction activities as part of the development project. The subject ROW shall be eighty (80') feet in width, except at intersections with roadways, at which required additional width shall be conveyed to facilitate construction of turn lanes included in the approved road plans. County is not obligated to construct any segment of 85th Street or 90th Street, whether located in either the North PUD Property or the South PUD Property.
- 5.4. Retention of 49th Avenue ROW Usage.** Owner shall, by the finalization of a Lease Agreement between Owner and County in accordance with this Section, retain all usage rights with respect to the parcels of 49th Avenue ROW conveyed by Owner to County under this Agreement, from the date of conveyance to the date County requires physical access to and possession of the conveyed property to initiate construction of 49th Avenue (including Stormwater Management Facilities). At the closing at which Owner conveys the 49th Avenue ROW to County the parties will enter into a Lease Agreement, including a hold harmless clause, under which Owner will retain the right to possession and usage of the conveyed property, the Lease Agreement shall also include the following material terms:
- 5.4.1.** The term of the Lease Agreement shall be for a period of one (1) year, automatically renewing each year thereafter until actual construction of 49th Avenue has commenced, unless the Lease is terminated at an earlier date as a result of a default by Owner with respect to its obligations thereunder.
- 5.4.2.** Owner will pay County a annual nominal Lease payment of Ten Dollars (\$10.00) per year, payable in advance of each one year term of the Lease.
- 5.4.3.** Prior to exercising possession rights under the Lease Owner shall provide insurance coverage for the benefit of County with respect to Owner's retained usage of the subject ROW property, either in the form of a separate insurance policy or County being named as an additional insured under an insurance policy insuring Owner as the primary insured party. Coverage shall be provided for general comprehensive liability in the coverage amount of One Million Dollars (\$1,000,000.00) per person, One Million Dollars (\$1,000,000.00) per occurrence, and for property damage in the

amount of Fifty Thousand Dollars (\$50,000.00) per occurrence. The insurance policy shall provide that it may not be canceled by the insurer without providing County (as either a named insured or named additional insured) with not less than thirty (30) days prior written notification of cancelation. If the insurance is canceled and Owner does not provide equivalent replacement insurance County shall be entitled to immediately terminate Owner's rights under the Lease Agreement.

5.4.4. County shall provide Owner written notice, not less than ninety (90) days prior to the date County intends to commence construction of the segment of 49th Avenue located on the Owner's Property, of the termination of the Lease and County's intent to take possession of ROW property conveyed to County (as to ROW on which County intends to initiate construction).

5.4.5. The Lease will provide that the Owner shall at all times have the right, at Owner's election, to terminate the Lease and turn possession of the leased property over to County.

5.5. Wellfield/Water Plant Parcel. Owner shall convey to County the Wellfield/Water Plant Parcel, containing four (4) acre, at a location within the boundaries of the North PUD Property which is delineated on the Conceptual PUD Plan as the future site of a Wellfield and Water Plant. This conveyance shall include (if applicable) provision to County of an access easement (with a width of 30') providing to County vehicular and pedestrian access to the Parcel from the right-of-way of the nearest public roadway, in the event the Parcel is not located on a public right-of-way. The configuration of the access easement shall be subject to the approval of County, which approval shall not be unreasonably withheld. If Owner, in the course of developing the North PUD Property, establishes an access connection from the Wellfield/Water Plant Parcel over dedicated roadways and has completed construction of the dedicated roads which are included in the access path, County agrees to release to Owner any then-existing access easement for the Parcel which is no longer required to provide County access between the Parcel and public right-of-way. The legal description of the Wellfield/Water Plant Parcel will be finalized when the final location of the Wellfield/Water Plant Parcel is determined, and will at that time be added to this agreement being a letter agreement signed by County and Owner. The form of the Deed to be used to convey the Wellfield/Water Plant Parcel is shown on attached Exhibit "L". It is acknowledged by the Parties that final determination of the correct Wellfield/Water Plant Parcel site may require County to construct a test well or wells (the cost of any test well shall be paid by County out of the Capital Contribution from Owners, as set forth below). County shall determine the final Parcel site and configuration within one (1) year of the Effective Date of this Agreement. Under any event, the Parcel site shall be located within the boundaries of the zone designated on the Conceptual PUD Plan. **[Note:** Conveyance of the Wellfield/Water Plant Parcel to County does not constitute agreement by County to construct any water plant on the Parcel, although County retains the right, at its election, to construct a water plant on the Parcel. If construction of the water plant is undertaken by Owners of the South or North PUD Properties, or their successors-in-title, such construction shall be subject to a separate Utilities Agreement between the parties constructing the water plant and the County. Whether the water plant is constructed by private parties or County, the constructing party will be required to vegetate the boundaries of the Parcel by planting (and irrigating) the outer boundaries of the Parcel with oak trees (4 trees per 100 linear feet) and underlying shrubs to provide future buffering as to the water plant and any tanks or other improvements to be constructed on the Parcel.

5.6. Third Party ROW.

5.6.1. The Parties acknowledge that the 49th Avenue Plans presently require the County to acquire (by donation, acquisition, or through exercise of County's right of eminent domain), title to the Sweeny Commercial ROW described in Section 2.27.

- 5.6.2. Sweeny agrees to complete conveyance, by donation, of the Sweeny Commercial ROW to County (with a joinder in the conveyance by Todd Rudniansyn) on or before the date of the Closing under this Agreement.

6. **Water and Wastewater Services.**

- 6.1. **Provision of Services; Payment of Rates.** The Owner of the North PUD Property shall purchase water and wastewater services for the benefit of the North PUD Property from County, and County (subject to compliance with its obligations under this Agreement) will be the exclusive provider of water and wastewater services for the North PUD Property. County agrees that it will allow connection of the water treatment distribution facilities and wastewater collection facilities installed by an owner on the North PUD Property to the central water and wastewater facilities of County in accordance with the terms and intent of this Agreement. County agrees that once it provides water and wastewater services to the North PUD Property it will thereafter continuously provide, in accordance with the terms of this Agreement, applicable laws, and applicable rules and regulations and rate schedules, water and wastewater service to the North PUD Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water and wastewater systems of the County. The North PUD Property Owner, and any successors and assigns, agrees to timely and fully pay all then-applicable monthly rates, fees, charges to County and otherwise fully comply with County's rules, regulations and ordinances applicable to provision of water and wastewater services. For each developed lot seeking County services pursuant to this Agreement Owner, and Owner's successors-in-title, agree to timely pay applicable County water and wastewater capital charges (subject to any ERC Credits that may apply) based on the County capital charge rates in effect at the time of actual interconnection of the applicable lot. Owner also agrees to pay to County for monthly service, within thirty (30) days after a statement is rendered by County, all sums due and payable in such statement (as to any lots or parcels then owned by Owner). County's rate charges charged to the owners of lots or parcels the North PUD Property shall be identical to rates charged for the same classification of service to other utilities customers of County. All rules, regulations and rates in effect, are placed in effect as of the date of this Agreement, shall be binding upon an owner and any other entity holding by, through or under an owner, and upon any customer of the water and wastewater services provided to the North PUD Property by County.
- 6.2. **Utilities Capacities.** Owner acknowledges that Owner has been advised by County that it currently has limited available water and wastewater capacities to service either the North PUD Property which is the subject of this Agreement, or the South PUD Property. This Agreement does not reserve or guarantee any availability of additional water treatment plant capacity or wastewater treatment plant capacity for the benefit of the North PUD Property, but Owner (and Owner's successors-in-title as to any of the North PUD Property) shall have the right to construct such additional capacity, if not timely provided by County, in accordance with the provisions of Section 6.3 below.
- 6.3. **Additional Water & Wastewater Plant Capacities.** If at any time during the term of this Agreement County does not have sufficient constructed and unreserved water and wastewater service capacities necessary to provide such services for the benefit of residential units to be constructed on the North PUD Property the following provisions shall be applicable:
- 6.3.1. Owner shall provide County eighteen (18) months prior written notice of the need for additional plant capacity for water or wastewater services, to serve the North PUD Property, based upon then-available capacities and the then-applicable annual absorption rate of undeveloped residential units on the North PUD Property.
- 6.3.2. If Owner chooses to advance to County, in the form of pre-payment of County Capital Charges for water or wastewater (as applicable) utilities services, funds in the amount of Owner's prorata share of the design, permitting and construction costs of

additional plant capacities County agrees that it will upon receipt of such funds initiate (and pursue completion with due diligence) design, permitting and construction of the needed additional plant capacities. County shall have the right to oversize the plant additions being constructed to provide service to other County utilities customers, but County shall be responsible for payment of its proportionate share of the total cost of the additional plant capacity. County will initiate design, permitting and construction upon receipt of the described funds from Owner (based upon cost estimates provided by County), and thereafter pursue completion of design, permitting and construction with due diligence.

6.4. ERC Credits.

6.4.1. As previously noted, ERC Credits may be used against the applicable component of the utilities capital charge regarding which the Credits have been earned. By way of example, Credits for funds used to improve the transmission facilities of County's water system shall be Credits against the transmission component of the water capital charge, and funds used for construction of improvements to the collection system of County's waste water system shall be Credits usable against the collection component of County's waste water capital charge.

6.5. General Provisions. The following general provisions shall apply with respect to County providing water and wastewater services for the North PUD Property:

6.5.1. Owner, and Owner's successors-in-title as to the North PUD Property will be responsible for installation of all on-site water mains, sewer mains, and other on-site transmission infrastructure for water and wastewater. An Owner's responsibility for installation of on-site utilities infrastructure under this Section 6.5.1 arises only during Owner's term of ownership, if an Owner chooses to make any such installations. If an Owner has conveyed title to all or a portion of the North PUD Property to a successor-in-title then as to the conveyed North PUD Property an Owners obligation under this Section shall apply only to the successors-in-title to the prior owner or owners.

6.5.2. Owner, and Owner's successors and assigns, and occupants of buildings on the North PUD Property, are hereby prohibited from installing or maintaining any water supply wells or septic systems, except for irrigation purposes where reclaimed water is not available.

6.5.3. County shall not be liable or responsible for maintenance or operation of pipes, pipelines, valves, fixtures or equipment of any of the property of the customers, consumers or users of the North PUD Property other than the water or wastewater facilities located on easements granted to County.

6.5.4. Each customer of wastewater services on the Property shall keep all pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said customer and within the interior lines of the lot or tract occupied by the customer in good condition of water. The sale of water to a customer shall occur at the customer's side of the water meter.

6.5.5. Any temporary cessation or interruption of the furnishing of water or wastewater services to the Property at any time caused by an act of god, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other causes beyond the control of County shall not constitute a breach of the provisions contained herein, or impose liability upon County to Owner, or Owner's successors or assigns.

- 6.5.6. Execution of this Agreement by County shall not be construed as a precedent of its acceptance by County of other potable water, reclaimed water, and/or wastewater facilities constructed or to be constructed by Owner or others, on other properties.
- 6.5.7. No substance other than domestic wastewater as such term is defined by the Florida Department of Environmental Protection, or a successor agency which has jurisdiction over the same ("FDEP"), shall be placed into the wastewater system and delivered to a County line. Should any discharge for the wastewater system not meet Domestic wastewater criteria as set forth by FDEP, owners or any subsequent owners and interest shall be subject to County's industrial pretreatment standards, such standards exist at that time, a separate agreement shall be required to County to provide such service.
- 6.5.8. The terms of this Agreement regarding water and wastewater services are intended to supplement the policies and procedures of County. This Agreement is not intended to replace any provisions of, or relieve owners of their obligations to comply fully with, all policies and procedures of County.
7. **Joint Storm Water Management Facilities.** The right-of-way for the 49th Avenue Owner (or successors-in-title to Owner) will convey to County under the terms of this Agreement may include lands designated as the locations of Storm Water Management Facilities (each of the facilities separately a "Facility") to provide storm water retention capacity for the road. Subject to the provisions of this Section, County agrees that at the time of development of the North PUD Property by an Owner, if an Owner desires to oversize County storm water facilities (referring specifically here to drainage retention areas ("DRAs"), County agrees that the Owner shall be allowed to oversize County DRAs to create shared DRAs, providing storm water drainage retention capacity for both the applicable County road segment and property being developed by Owner, subject to the following terms and provisions:
- 7.1. The current Marion County Land Development Code ("LDC") contains provisions governing the oversizing and joint usage of storm water management facilities. To the extent the provisions of the County LDC control such actions, those provisions shall be applied to the ability of a private owner to oversize and make joint usage of County-owned storm water management facility, and shall supersede and control any subsequent provisions of this Section 7. The remaining provisions of this Section 7 shall be in effect to the extent their subject matter is not covered by the County LDC, in which event the terms of the County LDC shall be supplemented (but not contravened by) application of the provisions of the following subsections of this Section 7. The form of the current standard County Agreement regarding shared storm water management facilities is attached to this Agreement as shown on Exhibit "M" and incorporated herein, and agreed to by Owner, as to its terms and provisions. Notwithstanding any provisions of this Section 7, in the event of any conflict between the terms of Sections 7.2 through 7.5, inclusive, and the provisions of the County LDC or standard agreement form shown on Exhibit "M" the terms of the LDC or the agreement shown on Exhibit "M" shall control.
- 7.2. Owner acknowledges that County may require that any maintenance or repair of private road or Stormwater Management Facilities constructed on the North PUD Property be maintained through the adoption of a Municipal Services Taxing Unit (MSTU) or a Municipals Services Benefit Unit (MSBU). In this event, any provisions of this Agreement regarding management, and assessment of expenses for, maintenance and cost sharing with respect to private roads or privately owned or operated Stormwater Management Facilities shall not be applicable.
- 7.3. The Owner shall have no right to oversize a County storm water facility if at the time of the request the Owner is in default under any then-current obligations of Owner under this Agreement, or if prior to said date this Agreement has been terminated as a result of an Owner default.

- 7.4. An Owner requesting oversizing shall be responsible for all costs incurred with respect to the design, permitting and construction of any oversizing of a County storm water facility pursuant to the provisions of this Section. This shall include all costs affiliated with any modification or amendment of any existing Permit held by County regarding the construction or operation of the storm water facility being oversized.
- 7.5. All plans and specifications for the oversizing of a County storm water facility shall be subject to the prior review and approval of County, which approval shall not be unreasonably withheld.
- 7.6. With respect to any County storm water facility which is oversized the Owner which elects to oversize (being the then record title owner of the area of the North PUD Property that will discharge surface and storm water runoff to the oversized County storm water facility) and County shall enter into a Storm water Management Agreement ("SMA") which will include the following provisions:
- 7.6.1. Notwithstanding any contrary provisions of any Permit issued by another Governmental Authority regarding the oversized County Storm Water Management Facility (by way of example, the Permit issued by the Southwest Florida Water Management District) the benefitted Owner and County shall be jointly responsible for the operation, maintenance, repair and replacement costs for the oversized Storm water Management Facility, on an agreed formula specified in the SMA.
- 7.6.2. County shall have the continuing right to determine which party to the SMA (County or the benefitted Owner) shall be the primary managing party for operation, repair, maintenance, replacement activities with respect to the Storm Water Management Facility. The managing party shall be responsible for ordinary maintenance of the Facility, but any repair or replacement activities with respect to the Facility shall be subject to management, and review and approval, by the County.
- 7.6.3. The SMA will provide that each party to the SMA shall reimburse the other party for any reimbursement obligations arising under the shared costs formula of the SMA in payment of operating, maintenance, repair, and replacement costs with respect to the Facility. All reimbursements shall be due and payable within thirty (30) days of the date of transmittal of an invoice for reimbursement in accordance with the reimbursement provisions of the SMA. In the event of a failure of the benefitted Owner to timely pay or reimburse County for payment of its obligations under the SMA, which default continues for thirty (30) days after a written default notice is provided under the provisions of the SMA, County shall be entitled to suspend active development permits, or withhold issuance of new development permits, with respect to any benefitted property then owned by the defaulting Owner.
- 7.6.4. The SMA shall provide that, as to an Owner's maintenance and cost sharing obligations under the SMA, if a properly organized Homeowners Association ("HOA") is formed for the purpose of the ownership and/or maintenance of common elements of the property for which the Facility provides retention capacity, and the HOA has legal right and authority the authority to assess privately owned properties for a proportionate share of the costs of the maintenance of the Storm Water Management Facility under its organizational documents and appropriately recorded Restrictive Covenants an Owner shall have the right to assign the Owner's rights and obligations under the SMA to the applicable HOA, the Owner thereafter being released from any responsibility. Therefore, provided that (i) at the time of the assignment the Owner is in full compliance with Owner's obligations under the applicable SMA and no Owner default exists; and (ii) the HOA, by proper execution of a written acceptance of the assignment from Owner and assumption of the obligations of Owner under the SMA, agrees to be bound by the provision of the SMA and assume all of Owner's

obligations thereunder; the Owner would be released from any future maintenance obligations under the SMA.

- 7.6.5. The formula for sharing of operating, maintenance, repair, and replacement cost regarding an oversized Storm Water Management Facility shall be based on the total permitted storm water discharge into the Facility. County and Owner shall each be responsible for their share of the total permitted storm water discharge from their respective properties into the Facility. (By way of example, if the total permitted storm water retention capacity of the shared Facility is 100,000 cubic feet, and County owned property, including public roadways, has been issued permits to discharge 40,000 cubic feet of surface and storm water runoff into the facility, and the Owner's benefitted property has been issued permits to discharge 60,000 cubic feet of surface and storm water runoff into the shared Facility, County and the benefitted Owner shall be responsible for 40% and 60%, respectively, of the operating, maintenance, repair and replacement costs with respect to the Facility.
- 7.6.6. For the purposes of this Agreement and any Storm Water Maintenance Agreement, the cost to be shared by the Parties and subject to the reciprocal reimbursement obligations of the parties shall include all out-of-pocket costs reasonably incurred by either party, including but not limited to engineering fees, consulting fees, design, permitting and construction costs, permit fees, or any other costs reasonably incurred by a party with respect to the operation of the shared Facility.

8. Development Entitlements, Etc.

- 8.1. **Transportation Facilities & Concurrency.** In consideration for the agreements of Owner herein, County agrees that upon the completion of: (i) conveyance by Owner to County of the 49th Avenue ROW, 90th Street ROW, and 85th Street ROW owned by Owner and located within the North PUD Property; and (ii) conveyance by the South PUD Owner of all of the 49th Avenue ROW owned by the South PUD Owner in accordance with the provisions of the South PUD Agreement; all of the North PUD Property shall be fully vested, as to development thereon, for development of four (4) residential units per gross acre (or, alternatively, other development generating the same number of new exterior vehicular trips) for traffic concurrency and background traffic study purposes only for SW 49th Avenue (whether now existing or hereafter constructed) from SW 95th Street north to the city limits of the City of Ocala excluding any intersection improvements that may be required based on the submitted and approved development's traffic study. Regarding additional traffic concurrency of the North PUD Property the following provisions shall be applicable:
- 8.1.1. Any party undertaking development activity on the North PUD Property shall be required to comply, other than with respect to the vested capacity specified above, with the County's standard transportation concurrency procedures, as are currently codified in County's Land Development Code to determine compliance with concurrency requirements for development of the North PUD Property.
- 8.1.2. Although referenced in this Agreement the ownership of the South PUD Property is independent of ownership of the North PUD Property, and the Properties are not being developed or marketed under a common development or marketing plan. For purposes of determining the study area for a traffic impact analysis of the projected traffic to be generated by the planned development of the North PUD Property any traffic projected to be generated by development activity on the South PUD Property shall be considered background traffic for the traffic impact analysis for the North PUD Property.
- 8.2. **Final Two (2) Lanes – 49th Avenue.** As noted above, County may elect to initially construct two (2) lanes of 49th Avenue. Notwithstanding any contrary provisions herein, County agrees

that if it elects to initially construct two (2) lanes of 49th Avenue it shall be obligated to initiate (and pursue completion with due diligence) the design, permitting and construction of the remaining two (2) lanes of the segment of 49th Avenue between SW 95th Street and SW 80th Street when the first of the following two events occurs: (i) completion by County of the construction of four (4) lanes of 49th Avenue on the segment of 49th Avenue between SW 66th Street and SW 80th Street; or (ii) when the peak hour traffic volume (measured in either direction) on the segment of 49th Avenue in the North PUD Property equals or exceeds sixty-five percent (65%) of the calculated maximum capacity of the two-lane road facility. Upon activation of County's obligation to construct the remaining two (2) lanes of 49th Avenue County shall, subject to funding availability, designate the construction obligation as a fully funded project in (if applicable) the Capital Elements Plan of County's Comprehensive Plan, and on County's Transportation Improvement Plan.

- 8.3. No Termination.** The provisions of this Section shall not in any fashion waive, or terminate, any obligation of the Owner of the North PUD Property (or any portion thereof) to pay, at the time of development of the Property or any portion thereof, transportation impact fees, mobility fees or assessment fees, or other fees or assessments of a similar nature imposed to generate general funds for the construction of road facilities within the County or a geographic area of the County, provided that such fees are: (i) assessed on a County-wide basis for all development activities, including the development activities that occur on the North PUD Property or a portion thereof; and (ii) are collected by County for development activities within the County for which such impact fees, mobility fees, or similar assessments or fees are collected.
- 8.4. School Concurrency.** Owner acknowledges that pursuant to Section 163.3180, Florida Statutes, the Marion County School District has adopted a School Concurrency Impact Fee Ordinance applicable to development on the North PUD Property. Owner agrees that nothing contained in this Agreement, and no expenditures by Owner after under the terms of this Agreement, shall vest Owner from complying with any applicable school concurrency requirements.
- 8.5. Density Calculation.** Pursuant to the terms of this Agreement, at the Closing to be held in accordance with Section 2.9 hereof, Sweeny has agreed to contribute to County certain ROW parcels to be used by County as right-of-way for the future construction of 49th Avenue, and related storm water management facilities. It is agreed that, with respect to any such lands contributed and conveyed by Sweeny to County, for the purposes of determining the maximum density or intensity of development of the PUD Property, the acreage included in the described contributed lands, and any additional lands within the North PUD Property hereafter contributed to County for the construction of utilities infrastructure (including the Wellfield/Water Plant Parcel), including lands encumbered by easements granted to County for the location or operation of utilities infrastructure, and all currently existing publicly dedicated easements encumbering the Property, shall be included in the calculation of the maximum density or development intensity of the North PUD Property and shall be allocated to development of the remainder of the Property. It is agreed that the maximum allowable residential density for development of the North PUD Property is one thousand one hundred and twenty-one (1,121) single family residential units, based on an agreed qualifying acreage (for the purpose of calculation of allowed density) of two hundred and eighty and 20/100ths (280.20) acres.
- 8.6. Environmental Impact Assessments.** Prior to development of any of the PUD Property or any portion thereof the Owner shall provide to County an environmental impact assessment in accordance with any then-applicable environmental impact regulations contained in County's Code of Ordinances or Land Development Regulations. In the event the impact assessment indicates any adverse environmental impact created by the proposed development a mitigation of the environmental impact shall be undertaken by Owner in

accordance with an appropriate mitigation plan developed by the Owner and reviewed and approved by County.

- 8.7. **Storm Water Management System Design and Maintenance.** When an Owner of the PUD Property, to facilitate development of some or all of the PUD Property elects to construct stormwater management systems, the electing Owner shall design and construct the on-site storm water management systems (including all storm water retention areas, storm water ponds, or other drainage structures or facilities) for the Property in accordance with all applicable state and local regulations including, without limitation, the regulations of County and the Southwest Florida Water Management District. Owners (and any successor Owner of the PUD Property or a portion thereof, if applicable) shall thereafter maintain all storm water management system improvements in accordance with any applicable state or local regulations, laws, or rules. An Owner's maintenance obligations with respect to storm water management system improvements may be undertaken by a Municipal Service Taxing Unit (MSTU) or a Municipal Services Benefit Unit (MSBU), or, if neither a MSTU or MSBU is created, assigned by an Owner to a HOA formed for the purpose of owning common elements or maintaining common elements of the Northern PUD (as specified above).
- 8.8. **Term – Capacity Reservation.** Any reservation of traffic facilities capacity enumerated in this Agreement are granted to Sweeny for the benefit of the North PUD Property or any portion thereof, and shall have a term concurrent with the term of this Agreement. Any extensions of the reservations of facilities capacities beyond said date shall require an Amendment to this Agreement.
- 8.9. **Permitted Uses and Development Restrictions.**
- 8.9.1. **Initial Permitted Uses.** The permitted uses, development intensity and height limitations for development on the PUD Property is, as of the Effective Date, as follows:
- 8.9.1.1. **Permitted Uses.** All uses permitted as a matter of right, and all uses permitted by approved special use permit, for properties having a land use classification of Medium Density Residential on the Future Land Use Map of County's Comprehensive Plan, and also having a zoning classification of Planned Unit Development (PUD).
- 8.9.1.2. **Height.** Unless modified (increased) by approval by the Marion County Board of County Commissioners in the final approved Master PUD Plan for the Property, the maximum height for development activity on the North PUD Property is fifty feet (50').
- 8.9.1.3. **Relationship to Land Use and Zoning Classifications.** The restrictions on or provisions herein concerning the development of the North PUD Property or any portion thereof do not operate to supersede any applicable land use or zoning classification of the North PUD Property, or any portion thereof under the County Land Development Code or Comprehensive Plan. The North PUD Property or any portion thereof may only be developed in accordance with the applicable land use and zoning classification of the Parcel that may exist, or be amended from time to time, under the County Land Development Code or Comprehensive Plan. Development of a Parcel or a portion thereof must be in accordance with that Parcel's existing or modified land use and zoning classification (established by the governmental entity with jurisdiction over such matters), and the restrictions contained in this Agreement. If a permitted use for a Parcel or portion thereof which is not described above is desired by an Owner, the Owner must seek and

procure the modification of, as applicable, the land use or zoning classification of the Parcel, or this Agreement.

8.9.2. Development Permits Required.

8.9.2.1. Local Development Permits. The local development permits approved or needed to be approved 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:

TABLE 8.10.2.1. – LOCAL DEVELOPMENT PERMITS	PERMIT AND STATUS
Planned Unit Development (PUD) Zoning Approval – County	Applied For
Environmental Resources Permit (Stormwater Permit – 49 th Avenue Improvements) – Southwest Florida Water Management District	Modification will be Applied For
Environmental Resources Permit (PUD Property) – Southwest Florida Water Management District (Permits to be approved for Phases)	To Be Applied For (“TBAF”)
Florida Department of Environmental Protection (FDEP) Permit – Extension of County Potable Water System	TBAF
FDEP Permit Extension of County Sanitary Sewer System	TBAF
Plat Approvals – Plats of PUD Property or sub-parcels thereof ¹	TBAF

Nothing in this Agreement shall be deemed to eliminate or modify the Owner's obligations to comply with the terms and provisions of each such identified Permit, nor to obligate the County to grant any of the Permits, nor to obligate the County actions, or approvals, enumerated above. Owner shall only have to fulfill compliance with any permit or approval when Owner applies for permits or approvals required to develop the Property. Whenever an Owner sells any of the North PUD Property, or any portion thereof, the Owner will be relieved of any obligations under this Section to procure local development permits, as to the portion of the North PUD Property sold by the Owner.

8.9.3. 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, condition, terms and restrictions with respect to the contemplated development of the Project, as applicable.

8.9.4. Additional Conditions. County reserves the right to impose additional conditions, terms, restrictions or other requirements determined to be necessary for the public health, safety, and welfare of their citizens with respect to the development contemplated by the Owner and described in this Agreement, provided that such conditions, terms or restrictions shall not be in contravention with the terms of this Agreement.

¹ It is anticipated by Owners that development of the PUD Property will occur in Phases, with a separate Plat, or Plats, recorded as to each Phase.

- 8.10. **Public Facilities.** The Public Facilities that will service the Project, the person or entity who shall provide such Public Facilities, and the date of any new Public Facilities which must be constructed, are as follows:
- 8.10.1. **Transportation Facilities.** SW 49th Avenue, to be constructed by County pursuant to the terms of this Agreement, together with SW 95th Street and SW 80th Street, will all be the County-owned and maintained public transportation facilities which will provide direct transportation facilities capacities for the Project.
 - 8.10.2. **Potable Water.** Potable water services for the Property are available from the County. County presently has sufficient permitted and constructed capacity, unreserved, for development of one hundred (100) single family residential units in the Project – see Sections 6.2 and 6.3 of this Agreement regarding current County capacity and expansion of current County capacity.
 - 8.10.3. **Sanitary Sewer.** Sanitary sewer services for the Property are available from the County. County presently has sufficient permitted and constructed capacity, unreserved, for development of a portion of the Project – see Sections 6.2 and 6.3 above regarding current County capacity and expansion of current County capacity.
 - 8.10.4. **Solid Waste Collection.** Solid waste collection for the Property will be provided pursuant to the City Code by the County. County currently has sufficient capacity, unreserved, to provide solid waste collection services for the Property.
 - 8.10.5. **Educational Facilities.** Public education services for the Property are currently provided by the following schools, operated by the Marion County Board of Public Education:
 - A. Hamett Bowen Elementary School.
 - B. Liberty Middle School.
 - C. West Port High School.
 - 8.10.6. **Recreational Facilities.** The Property is served by recreational facilities owned by the County, including Independence Park and Fellowship Community Park. The Property is also served by recreational facilities owned by the State of Florida, including the Florida Horse Park and the Florida Greenway.
 - 8.10.7. **Health Systems and Facilities.** Both Ocala Regional Medical Center and Munroe Regional Medical Center operate general community hospitals which serve the Property, both located approximately five (5) miles from the Property.
- 8.11. **Water Conservation.** Owner shall promote water conservation throughout the Property through the following actions:
- 8.11.1. The development plan for the Property shall include utilizing appropriate conservation design methods through the PUD process.
 - 8.11.2. Any final PUD Plan for the Property, or any portion thereof, shall:
 - A. Maximize preservation and use of natural areas.
 - B. Maximize natural landscape areas that do not require potable water irrigation.
 - C. Implement Comprehensive Florida Friendly Landscaping standards, or a similar standard approved by County, within the PUD.

8.11.3. As treated reclaim water is available from Marion County Utilities, or other utility providers, Owner, or any subsequent developer, may at their election alternatively use treated reclaim water for irrigation purposes.

9. **Closing.** The Closing of the transfer and conveyance to County of the 49th Avenue ROW, 90th Street ROW, and the 85th Street ROW (the "Closing") shall occur on or before the date which is sixty (60) days after satisfaction of all Conditions Precedent listed in Section 11, and the expiration of all appeal periods with respect to any Condition Precedent, or on such later date as may be mutually approved by the Parties, provided, however, that in no event shall the Closing occur after the date specified in Section 11 below for satisfaction of all Conditions Precedent. The following provisions shall apply with respect to the Closing:

9.1. Not less than fifteen (15) days prior to the scheduled Closing date, the following items shall be delivered by the following Parties:

9.1.1. County shall deliver to Owner sketches and legal descriptions (prepared and sealed by a licensed Florida surveyor or mapper) of the 49th Avenue ROW owned by Owner.

9.1.2. Owner shall deliver to County any commercial title insurance Commitments which Owner is required to provide to County with respect to Parcels to be conveyed to County, in accordance with the terms of the Conveyance Standards.

9.2. Owner shall, as to the Parcels which Owner is obligated to convey to County at the Closing, execute or provide (as applicable) all deeds, affidavits, or other documents, in compliance with the terms of the Conveyance Standards, and pay those Closing costs which are the obligations of Owner as set forth in the Conveyance Standards.

9.3. Conveyance of the Wellfield/Water Plant Parcel shall be in accordance with the provisions of Section 5.4.

10. **Specific Performance.** The Parties acknowledge that any breach or default by a Party with respect to the following obligations under this Agreement:

10.1. Any obligation of Owner (subject to all conditions precedent contained herein) to convey to County all of the 49th Avenue ROW, 85th Street ROW, and 90th Street ROW located in the North PUD Property, and any temporary easements necessary for the construction of said roads (County will require Owner to provide County temporary construction easements, thirty (30) feet in width, along the easterly and westerly boundaries of the ROW of 49th Avenue);

10.2. The obligation of County to complete the construction of the 49th Avenue by the date specified in Section 5.2;

10.3. All obligations of County to commence construction of utilities infrastructure with specified dates set forth in this Agreement or the South PUD Agreement, and to provide any agreed utilities capacities for the benefit of the North PUD Property or the South PUD Property specified in this Agreement or the South PUD Agreement;

are obligations that are unique to the location of the Properties and future SW 49th Avenue and construction of the road and in the event of a breach or default by a Party with respect to such obligations the damages sustained by any non-defaulting Party may be difficult, if not impossible, to determine. Therefore as to the specified obligations arising under this Agreement it is agreed that any non-defaulting Party shall specifically have a remedy, in addition to all other legal remedies available to it under the terms of this Agreement or by applicable law, of specific performance against the Defaulting Party. The provisions of this Section shall specifically survive the completion of the initial Closing obligations of the Parties specified in this Agreement, and remain in full force and effect until

completion of construction of 49th Avenue in compliance with the terms of this Agreement, and the opening of the roadway for public usage.

11. Conditions Precedent. All of the obligations of the Parties to this Agreement are expressly contingent upon satisfaction of the following conditions precedent (collectively, the "Conditions Precedent") within two hundred and forty (240) days of the Effective Date of this Agreement:

- 11.1. Final approval by County of Conceptual PUD Plans for the North PUD Property, and the South PUD Property, consistent with the Conceptual PUD Plans shown on attached Exhibit "E", respectively, or such other revised Conceptual PUD Plans as are approved by County and accepted by Bradford 159 and Bradford Executive (as to the South PUD Property) and by Owner (as the North PUD Property), and expiration of all appeal periods with respect thereto.
- 11.2. Final approval by County of the Planned Unit Development (PUD) zoning classification for the North PUD Property, and the Planned Unit Development (PUD) zoning classification for the South PUD Property, and expiration of all applicable appeal periods with respect thereto.
- 11.3. Final approval, execution by all parties, and recording in the Marion County Public Records of a Developer's Agreement between County, Bradford 159 and Bradford Executive with respect to South PUD Property, with terms consistent and compliant with the terms of this Agreement, and expiration of all applicable appeal periods with respect thereto. The South PUD Developer's Agreement must include an obligation of the County to extend a County owned sanitary sewer force main and County-owned water main from the current County wastewater and water systems to a point in the right-of-way of 49th Avenue contiguous to the southern most boundary line of the North PUD Property.
- 11.4. Consummation of the Closing to be held in accordance with the provisions of the South PUD Agreement between County and Bradford 159 and Bradford Executive with respect to the South PUD Property, and delivery of all deeds, instruments, and escrowed funds by, or to, the appropriate party or parties.

Notwithstanding the first sentence of this Section 11, in the event all the above Conditions Precedent are not satisfied during the initial one hundred and twenty (120) day time period, the time period may be automatically extended to a two hundred and forty (240) day time period by any party to this Agreement, by providing written notification to all other parties of the election to extend the time period for satisfaction of the Condition Precedent, which notice must be provided on or before the last day of the initial one hundred and twenty (120) day time period specified above the following provisions shall be applicable: If the Closing is not completed on or before two hundred and forty (240) days from the Effective Date of this Agreement and satisfaction of all Conditions Precedent, this Agreement may then be terminated by either Party, by providing written notice of the termination to the other Party.

12. Termination of Agreement.

- 12.1. Termination of the Agreement shall result in termination of: (i) all obligations of Owner to convey to County any real property under the terms of this Agreement, including any obligations to convey ROW for 49th Avenue, 85th Street, or 90th Street; and (ii) all obligations of County to construct utilities infrastructure or provide utilities capacities for the benefit of the North PUD Property, or to construct any segments of 49th Avenue.
- 12.2. It is the intent of the Parties that in the event this Agreement is terminated as a result of failure to satisfy all required Conditions Precedent, the status of the North PUD Property the Property's land use classification on the Future Land Use Map of County's Comprehensive Plan, shall remain in effect. All other development entitlements regarding the North PUD Property shall terminate concurrent with termination of the Agreement and the site may be

administratively rezoned back to A-3 (Agricultural Residential Estate) or its comparable equivalent by the County.

13. Default Provisions.

- 13.1. Default by County.** Any default under this Agreement by County shall, subject to the later provisions of this Section, entitle the Owner or Owners of the PUD Property to either: (i) assert a claim for damages against County; or (ii) assert an action for a specific performance against County. Because the terms of this Agreement are unique to the North PUD Property and in the event of a default by County with respect to its obligations hereunder it may be difficult to ascertain the damages incurred by Owner, the parties agree that in the event of any default under this Agreement by either party both County and any Owner of the North PUD Property shall have, in addition to any other legal rights normally applicable with respect to this Agreement, including a claim for damages, an alternate remedy of specific performance. In the event of a default by County hereunder, prior to the exercise of its rights under this Section any Owner of the North PUD Property (whether the original owner, any successor Owner or any assignee of an Owner) shall provide a written default notice to County, specifying the default or defaults asserted in the notice. County shall then have ninety (90) days after the effective date of the default notice in which to cure the specified default or defaults. If within the ninety (90) day cure period specified above County has in good faith initiated reasonable actions to cure the default, and reasonable actions required to cure the default required time period extending beyond the ninety (90) day cure period, the cure period shall be automatically extended to the reasonable period of time normally required to complete a cure or remediation of the noticed default(s).
- 13.2. Default by Owner(s).** Upon any default under this Agreement by Owner, or any successors-in-title to them as an Owner of the North PUD Property or any portion of the Property, or any successor or assignee of the obligations of Owner under this Agreement, County's rights upon such default shall include: (i) action by County against the defaulting Owner, or its successors-in-title or successors or assignees thereof for damages as a result of the default; (ii) an action for specific performance against the defaulting parties; and (iii) the suspension, cancellation or termination of development orders or permits previously issued by County. Any suspension, cancellation or termination of any development order or permit by County shall occur only upon compliance with the following provisions:
- 13.2.1.** Prior to the exercise of its rights under this Section regarding development orders or permits County shall provide written notice of the default ("*Default Notice*") to the Owner (whether the original Owner, any successor Owner, or any assignee of an Owner) and Owner shall have ninety (90) days after the effective date of the Default Notice within which to cure the specified violation.
- 13.2.2.** If within the ninety (90) day cure period specified above Owner has in good faith initiated reasonable actions to cure the default, and reasonable actions required to cure the default require a time period extending beyond the ninety (90) day cure period, the cure period shall be automatically extended through the reasonable period of time normally required to complete a cure or remediation of the default.
- 13.2.3.** County's final exercise of its rights under this Section regarding suspension, cancellation or termination of issued development orders or permits shall require final approval of such action by the Board of County Commissioners of County, with notice of County's hearing on the same to be provided to the Owner ("*Hearing Notice*") not less than twenty (20) calendar days prior to the date of the County Commission's consideration of the action. At the Commission's hearing regarding the matter the Owner shall have reasonable opportunity to respond to County's notice of violation and to present information, testimony or other evidence to

support Owner's objection to any suspension, cancellation or termination of development orders and permits previously issued by County.

13.2.4. All notices given under this Section must comply with the notice procedures of this Agreement.

14. **No Cross-Default.** Although this Development Agreement regarding the North PUD Property references the South PUD Agreement and development of that property, as previously noted the ownership of the Properties are independent; and the properties are not being developed under common development or marketing plans. It is agreed that the respective contributions by the Owner of the North PUD Property and the owner of the South PUD Agreement of portions of the right-of-way of 49th Avenue does not constitute a common plan of development - - the Parties are using the planned County roadway as a logical division line between two separate projects. All Parties agree that a default under the South PUD Agreement shall not constitute a default under this Agreement, and a default under this Agreement shall not constitute a default under the South PUD Agreement.

15. **Notice of Agreement.** Upon the execution of this Agreement by Owner and County, Owner shall provide funds to County for the recording of this Agreement in the Public Records of Marion County, Florida. Any conveyance of any interest in the Property, or any portion thereof, after execution of this Agreement and prior to the recording of the Agreement in the Public Records of Marion County, Florida, shall be subject to the terms and conditions of this Agreement.

16. **Term.** Unless subsequently modified by an Amendment hereto, the term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date of this Agreement.

17. **General Provisions.**

17.1. **Notices.**

17.1.1. **Effective Date of Notices.** Any notice required or permitted hereunder, and all demands and requests given or required to be given by any party hereto to another Party, shall be in writing unless otherwise provided herein and shall be deemed given (a) when received if personally delivered or sent by telex, telegram, or facsimile, or (b) if sent by Federal Express (which terms shall be deemed to include within it any other nationally recognized reputable firm of overnight couriers) one (1) day after depositing with Federal Express, charges prepaid, before its deadline for next day delivery, or (c) if mailed, five (5) days after mailing if such notice has been delivered to the United States Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt, addressed as set forth in this Section.

17.1.2. **County's Address.** If given to Marion County any notice hereunder shall be addressed and given as follows:

Marion County, Florida
Attn: County Administrator
601 SE 25th Avenue
Ocala, Florida 34471

With Copy to: Marion County Attorney
601 SE 25th Avenue
Ocala, FL 34471

With Additional Copy to: Marion County Growth Services
2631 SE 3rd Street
Ocala, FL 34471-9101

- 17.1.3. **Sweeny's Address.** If given to Owner, Sweeny, any notice hereunder shall be addressed and given as follows:

James H. Sweeny, III, Trustee
2000 South Bayshore Drive, Villa 51
Miami, FL 33133
Tel: (305) 285-9181
Fax: (305) 858-7899
E-mail: JSweeny3@bellsouth.net

With Copy to: Gray, Ackerman & Haines, P.A.
Attn: Tim D. Haines
125 NE 1st Avenue
Ocala, FL 34470
Tel: (352) 732-8121
Fax: (352) 368-2183
E-mail: thaines@gahlaw.com

- 17.2. **Modification of Address.** Any Party hereto may change the address or addresses or the facsimile number, or the email address, to which a notice is to be sent by giving written notice of such change to the other Parties to this Agreement, in the manner provided herein.

17.3. **Estoppel Statements.**

- 17.3.1. 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:

- 17.3.1.1. Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof. If the request for the Estoppel Statement is to the County, and no default then exists with respect to the Party under this Agreement regarding whom the Estoppel Statement has been requested County will issue an Estoppel Statement as to the absence of existing defaults so that a prospective purchaser may be assured there are no existing defaults at the time of a contemplated purchase of the Property or a portion thereof.
- 17.3.1.2. Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).
- 17.3.1.3. That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.
- 17.3.1.4. That (if known by the requested Party, if not 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 another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.
- 17.3.1.5. 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, or Certificate 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 who has acted in reasonable reliance upon the statement; however, such statement shall in no event suggest 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.

- 17.4. **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 bankruptcy, appellate or post-judgment proceeding related thereto.
- 17.5. **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 County and all other Parties hereto and their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.
- 17.6. **Amendment.** This Agreement shall not be amended or modified except by an amendment in writing, executed by all parties hereto in the same form as this Agreement.
- 17.7. **Severability.** In the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not effect the enforceability or the validity of the remaining provisions of this Agreement.
- 17.8. **Covenants Running with the Land.** The burdens and benefits of this Agreement are intended to and shall, run with the land and be binding upon and inure to the benefit of all successors-in-interest and title to the Property.
- 17.9. **Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.
- 17.10. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.
- 17.11. **Effective Date.**
- 17.11.1. 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, which shall occur within fourteen (14) days of the date of execution of this Agreement by the County.
- 17.11.2. Notwithstanding the foregoing:
- 17.11.2.1. The parties shall not be obligated to perform any obligations hereunder that are required before such Effective Date; and

17.11.2.2. 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 Act.

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

**SEE SEPARATE SIGNATURE PAGES OF MARION COUNTY, AND
JAMES H. SWEENEY, III, TRUSTEE, ATTACHED.**

SIGNATURE PAGE FOR MARION COUNTY
[DEVELOPER'S AGREEMENT
BETWEEN MARION COUNTY, FLORIDA; AND JAMES H. SWEENEY, III, TRUSTEE]

MARION COUNTY, FLORIDA

By: 

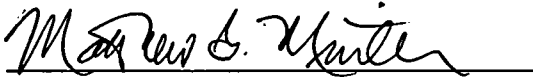
STAN McCLAIN

Title: Chairman

Marion County Board of County
Commissioners

Date: December 16, 2014

APPROVED AS TO FORM AND LEGALITY:



MATTHEW MINTER
COUNTY ATTORNEY

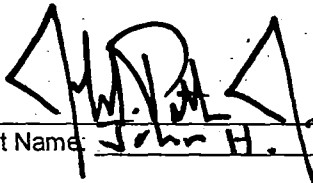
ATTEST:



DAVID R. ELLSPERMANN, CLERK OF THE
CIRCUIT COURT

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS ON December 16, 2014.

SIGNATURE PAGE FOR JAMES H. SWEENEY, III
[DEVELOPER'S AGREEMENT
BETWEEN MARION COUNTY, FLORIDA; AND JAMES H. SWEENEY, III, TRUSTEE]


Print Name: John H. Peterson Jr JAMES H. SWEENEY, TRUSTEE, Not
Individually, but as Trustee under the 603 Acre
Land Use Trust u/t/a dated March 4, 2004
Date: _____, 2014

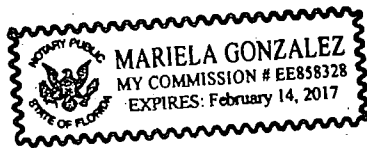

Print Name: CECILIA CALANDRA

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing DEVELOPER'S AGREEMENT was acknowledged before me by JAMES H. SWEENEY, TRUSTEE as NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER THE 603 ACRE LAND USE TRUST U/T/A DATED MARCH 4, 2004, who is:

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

Dated: this 11th day of December, 2014.



Print Name: Mariela Gonzalez
Notary Public, State of Florida
Commission number: EE 858328
Commission expires: February 14, 2017

NORTH PUD AGREEMENT
SCHEDULE OF EXHIBITS

EXHIBIT	REFERENCE	DESCRIPTION
A	Recital A	Legal – North PUD Property
B	§2.1	Alignment – 49 th Avenue
C	§2.3	* Legal – 49 th Avenue ROW
D	§2.4	* Legal – 85 th Avenue ROW
E	§2.4; 2.11	Conceptual PUD Plan – North PUD
F	§2.5	* Legal – 90 th Street ROW
G	§2.13	Conveyance Standards
H	§2.23	Legal – South PUD Property
I	§2.27	Legal – Sweeny Commercial ROW Parcel
J	§2.27	Form – Deed/Sweeny Commercial Parcel ROW
K	§5.1.1	Form – Deed for 49 th Avenue, 90 th Street, and 85 th Street ROWs
L	§5.5	** Form – Wellfield/Water Plant Parcel Deed
M	§7.1	Form – County Storm Water Management Facilities Agreement

*** SEE BELOW:**

As a result of the realignment of 49th Avenue through the South and North PUD Properties, and the reconfiguration of the South and North PUDs, final legal descriptions for the parcels to be conveyed by Parties to this Agreement and marked with an asterisk (*) are not completed as of the date of finalization of the draft Agreement and Schedule of Exhibits. When all legal descriptions for all conveyances described in this Agreement have been completed and reviewed and approved by both County and Owners such Exhibits will be annexed to this Agreement as a Composite Exhibit "X", and incorporated herein, with the consent of the Parties to the Agreement evidenced by written confirmation of the Owners and the County (County's consent and approval shall be evidenced by written confirmation of the County Engineer).

** To be generated by County upon final identification of the Parcel, pursuant to Section 5.5 of the Agreement.

NORTH PUD AGREEMENT
EXHIBIT "A"
(Legal – North PUD)

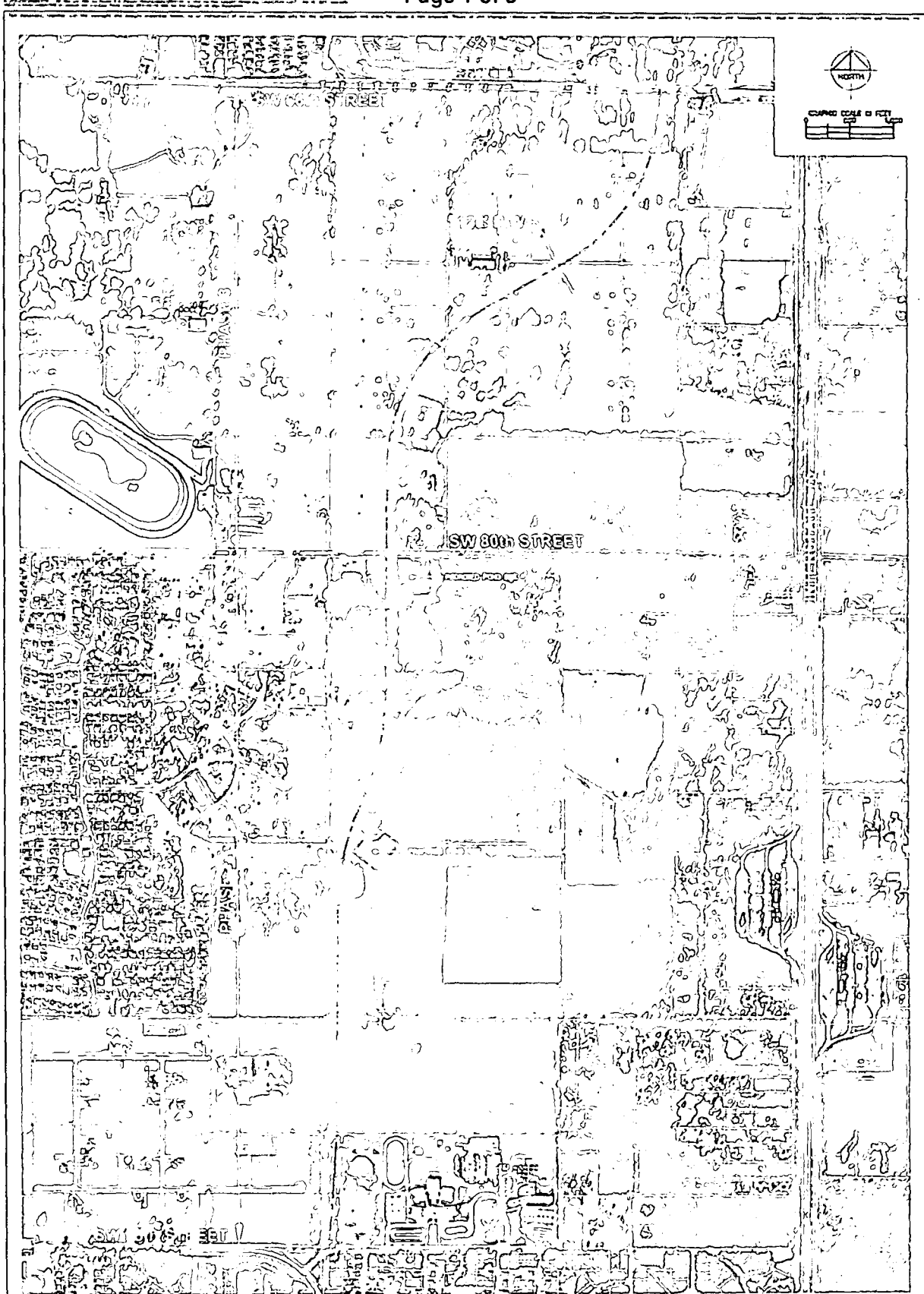
PARCEL "NORTH PUD":

BEING A PORTION OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N.00°29'38"E., ALONG THE WEST BOUNDARY OF THE SW 1/4 OF SAID SECTION 15, A DISTANCE OF 2618.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST BOUNDARY N.00°29'38"E. 40.00 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 15; THENCE N.00°27'05"E., ALONG THE WEST BOUNDARY OF THE NW 1/4 OF SAID SECTION 15, A DISTANCE OF 2636.68 FEET TO THE SOUTH RIGHT OF WAY LINE OF SW 80TH STREET; THENCE S.89°13'47"E., ALONG SAID RIGHT OF WAY LINE, 122.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, S.00°27'08"W. 260.02 FEET; THENCE S.89°15'36"E. 289.92 FEET; THENCE N.00°28'35"E. 259.86 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF SW 80TH STREET; THENCE S.89°42'19"E., ALONG SAID RIGHT OF WAY LINE, 2214.68 FEET TO THE EAST BOUNDARY OF THE AFORESAID NW 1/4 OF SECTION 15; THENCE S.00°22'57"W., ALONG SAID EAST BOUNDARY, 1325.62 FEET TO THE NORTH BOUNDARY OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 15; THENCE S.89°16'20"E., ALONG SAID NORTH BOUNDARY, 1315.07 FEET TO THE EAST BOUNDARY OF SAID SW 1/4 OF THE NE 1/4 OF SECTION 15; THENCE S.00°20'33"W., ALONG SAID EAST BOUNDARY, 1324.67 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SE 1/4 OF SAID SECTION 15; THENCE S.00°20'34"W., ALONG THE WEST BOUNDARY OF SAID EAST 1/2 OF THE SE 1/4 OF SECTION 15, A DISTANCE OF 2649.43 FEET TO THE SOUTH BOUNDARY OF THE SE 1/4 OF SAID SECTION 15; THENCE N.89°25'41"W., ALONG SAID SOUTH BOUNDARY, 1317.81 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 15; THENCE N00°22'57"E., ALONG THE EAST BOUNDARY OF THE SW 1/4 OF SAID SECTION 15, A DISTANCE OF 2612.05 FEET TO A POINT 40.00 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SW 1/4 OF SECTION 15; THENCE N89°18'49"W, ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF THE AFORESAID NORTH BOUNDARY OF THE SW 1/4 OF SECTION 15, A DISTANCE OF 2099.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 68°39'49", AND A CHORD BEARING AND DISTANCE OF S56°21'17"W 28.20 FEET; THENCE SOUTHWESTERLY 29.96 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF CUSP WITH A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2924.79 FEET, A CENTRAL ANGLE OF 1°10'16", AND A CHORD BEARING AND DISTANCE OF N21°26'14"E 59.78 FEET; THENCE NORTHEASTERLY 59.78 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON THE AFORESAID NORTH BOUNDARY OF THE SW 1/4 OF SECTION 15; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE, N89°18'49"W, ALONG SAID NORTH BOUNDARY, 128.21 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2804.79 FEET, A CENTRAL ANGLE OF 1°38'37", AND A CHORD BEARING AND DISTANCE OF S22°34'35"W 80.45 FEET; THENCE SOUTHWESTERLY 80.46 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF CUSP WITH A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 112°42'42", AND A CHORD BEARING AND DISTANCE OF N32°57'28"W 41.62 FEET; THENCE NORTHWESTERLY 49.18 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY, SAID POINT BEING 40.00 FEET SOUTH OF THE AFORESAID NORTH BOUNDARY OF THE SW 1/4 OF SECTION 15; THENCE N89°18'49"W, , ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF SAID NORTH BOUNDARY OF THE SW 1/4 OF SECTION 15, A DISTANCE OF 347.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 280.20 ACRES, MORE OR LESS.

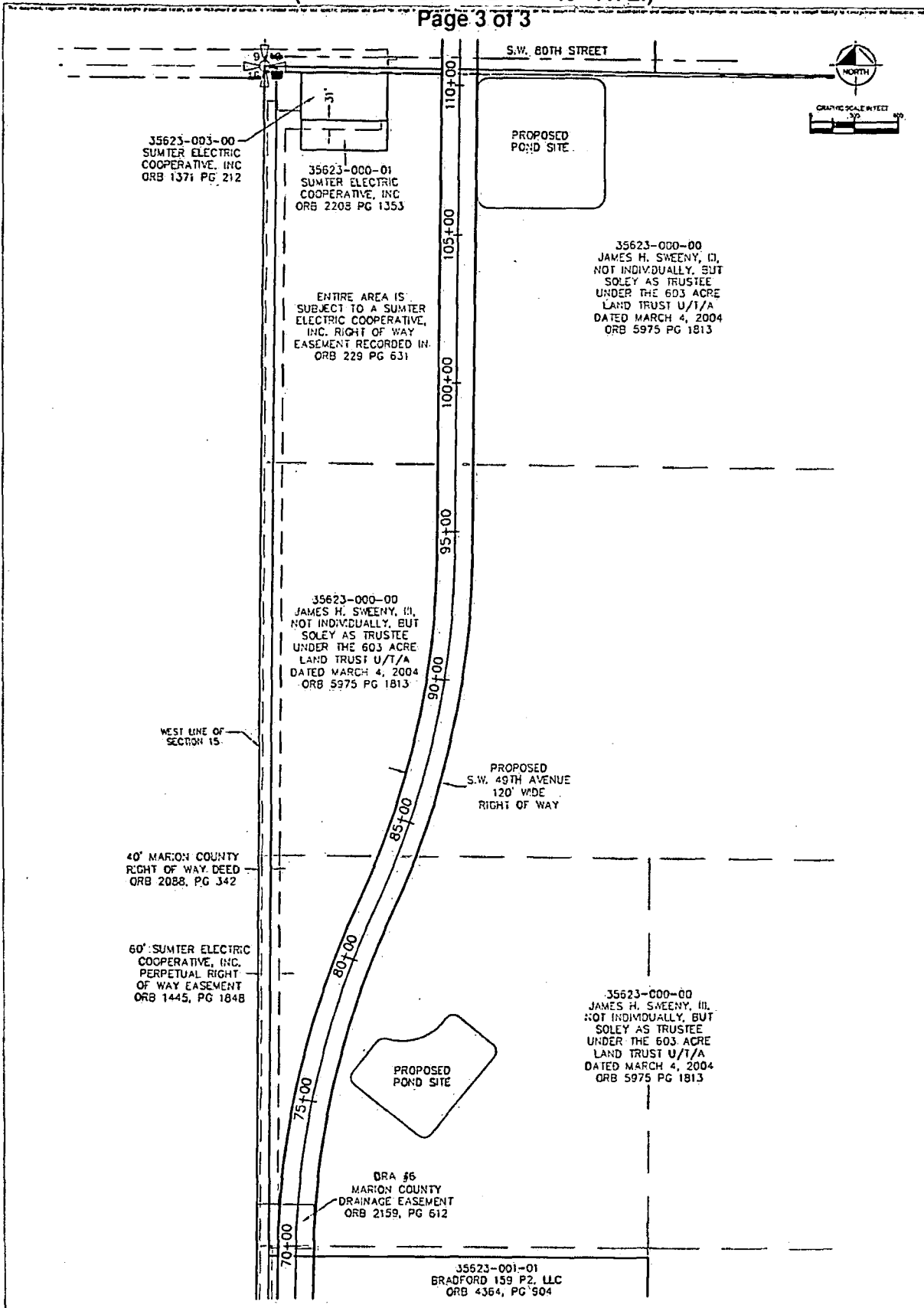
EXHIBIT "B"
(AGREED ALIGNMENT - 49th AVE.)
 Page 1 of 3



SHEET NO. 01	ALIGNMENT PLAN	SW 49th AND 40th AVENUE PHASES 2 & 3	DATE PROJECT 04/30/2013	LICENSED PROFESSIONAL	Kimley»Horn	<small> A STATE REGISTERED PROFESSIONAL ENGINEER AND ARCHITECT, INC. 4001 N. CENTRAL AVENUE, SUITE 200, DALLAS, TX 75204 PHONE: 214-443-4000 WWW.KIMLEY-HORN.COM CA 000000 </small>
			DATE OCTOBER 2014	EDWARD Y. OLSON, PE		
SCALE AS SHOWN	CONTR. LEGEND SYMBOLS	DATE NOV 13 2014	SCALE AS SHOWN	DATE NOV 13 2014		

EXHIBIT "B"
(AGREED ALIGNMENT - 49th AVE.)

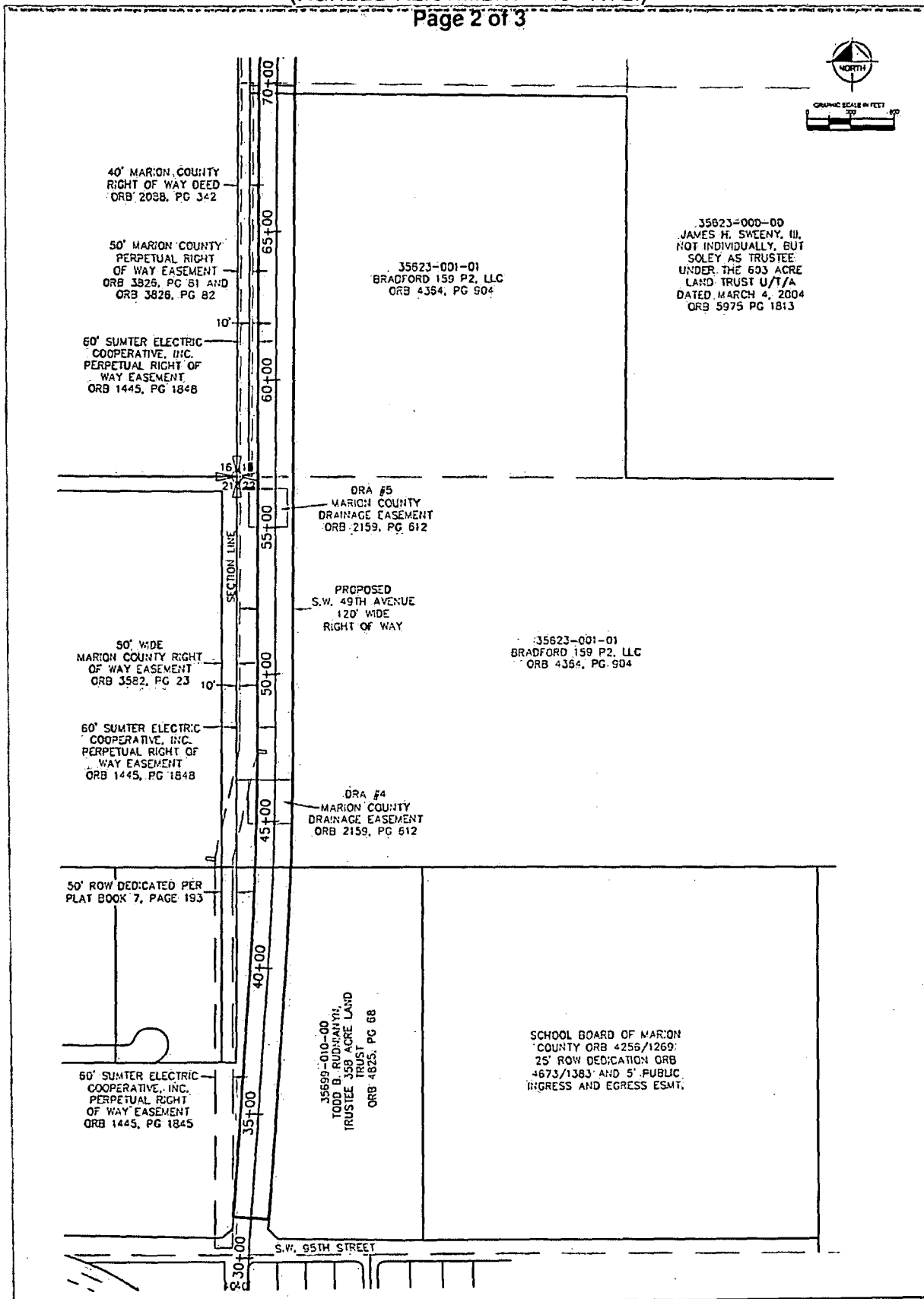
Page 3 of 3



SHEET 02	ALIGNMENT EXHIBIT	SW 49th AND 40th AVENUE PHASES 2 & 3	DATE OCTOBER 2014	DESIGNED BY RICHARD V. BUSCH, P.E.		RECEIVED DATE BY
			SCALE AS SHOWN	FLORIDA LICENSE NUMBER 56568		
OCALA	FLORIDA		DATE OCTOBER 27	DATE		

EXHIBIT "B"
(AGREED ALIGNMENT - 49th AVE.)

Page 2 of 3



SHEET NUMBER 01	ALIGNMENT EXHIBIT	SW 49th AND 40th AVENUE PHASES 2 & 3	DATE PROJECT 04/09/2014	ISSUED PROFESSIONAL DECEMBER 2014	Kimley»Horn A 2011 AND 2012 FLSA AND 2013 FLSA REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS 1400 N.W. 11TH AVENUE SUITE 200 MIAMI, FL 33136	NO.	REVISED	DATE	BY
			DESIGNED BY KIM	FLORIDA LICENSE NUMBER 52563		NO.	REVISED	DATE	BY
OCALA	FLORIDA		DESIGNED BY KIM	FLORIDA LICENSE NUMBER 52563		NO.	REVISED	DATE	BY

NORTH PUD AGREEMENT
EXHIBIT "C"
LEGAL - 49th AVENUE ROW

TO BE INSERTED

NORTH PUD AGREEMENT
EXHIBIT "D"
LEGAL - 85TH STREET ROW

TO BE INSERTED

NORTH PUD AGREEMENT
EXHIBIT "F"
LEGAL - 90th STREET ROW

TO BE INSERTED

NORTH PUD AGREEMENT EXHIBITS

EXHIBIT "G"

(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 an Owner or another private entity, title to real property shall be conveyed by General Warranty Deed. If the conveying party is the County, title shall be conveyed by the standard Warranty Deed forms currently used by County.
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 respect to the conveyances.
3. Owner shall have prepared, at its expense, a survey and legal description of each parcel to be conveyed or easement or license to be granted, sealed and signed by a licensed Florida surveyor and certified to the grantor and the grantee in Sweeny.
4. As to all conveyances or grants of easements or licenses Owner 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 either 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 Title insurance policies shall provide insurance coverage with respect to the conveyances in an amount equal to an agreed insurance (not fair market) value of \$5,000.00 per acre of real property conveyed. As to all other conveyances, notwithstanding the size of the parcel (or parcels), the title insurance policy shall provide insurance coverage in the amount of \$100,000.00.
 - 4.3 The conveying Party shall provide all necessary Closing documents and satisfy other requirements necessary for deletion of the Standard Exceptions in the final title insurance policy, and comply with all other title commitment requirements for the conveyance to be insured.
 - 4.4 If a grantee desires any permitted Endorsement to the 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 Owner to County the Owner shall be responsible for payment of any applicable documentary stamp taxes, cost of recording the instrument of conveyance, and the cost of recording any documents required to satisfy title insurance requirements.
6. With respect to any grant of easement 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 the grantor and grantee, which approval shall not be withheld.

Page 1 of 1

Y SHG FILES FISCHER, STEVEN - BRADFORD FARMS - GEN MATTERS #10-2236-BRADFORD FARMS FINAL DCCS
2013-AMENDED DEV AGT NORTHERN PUD AGR COMMENCING 10-25-13 EXHIBIT C (NORTHERN) CONVEYANCE
STANDARDS DOCK

NORTH PUD AGREEMENT
EXHIBIT "H"
(Legal – South PUD)

PARCEL "SOUTH PUD":

BEING A PORTION OF SECTIONS 15, 21 AND 22, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A CONCRETE MONUMENT MARKING THE SW CORNER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N.00°29'38"E., ALONG THE WEST BOUNDARY OF SAID SECTION 15, A DISTANCE OF 2618.05 FEET; THENCE S89°18'49"E, ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SW 1/4 OF SECTION 15, A DISTANCE OF 347.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 112°42'42", AND A CHORD BEARING AND DISTANCE OF S32°57'28"E 41.62 FEET; THENCE SOUTHEASTERLY 49.18 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF CUSP WITH A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2804.79 FEET, A CENTRAL ANGLE OF 1°38'37", AND A CHORD BEARING AND DISTANCE OF N22°34'35"E 80.45 FEET; THENCE NORTHEASTERLY 80.46 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON THE AFORESAID NORTH BOUNDARY OF THE SW 1/4 OF SECTION 15; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE AND ALONG SAID NORTH BOUNDARY, S89°18'49"E, 128.21 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2924.79 FEET, A CENTRAL ANGLE OF 1°10'16", AND A CHORD BEARING AND DISTANCE OF S21°26'14"W 59.78 FEET; THENCE SOUTHWESTERLY 59.78 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF CUSP WITH A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 68°39'49", AND A CHORD BEARING AND DISTANCE OF N56°21'17"E 28.20 FEET; THENCE NORTHEASTERLY 29.96 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY, SAID POINT BEING 40.00 FEET SOUTH OF THE AFORESAID NORTH BOUNDARY OF THE SW 1/4 OF SECTION 15; THENCE S89°18'49"E, ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF THE SAID NORTH BOUNDARY OF THE SW 1/4 OF SECTION 15, A DISTANCE OF 2099.45 FEET; THENCE S00°22'57"W, ALONG THE EAST BOUNDARY OF SAID SW 1/4 OF SECTION 15, A DISTANCE OF 2612.05 FEET TO THE SE CORNER OF SAID SW 1/4 OF SECTION 15, SAID POINT BEING ALSO THE NE CORNER OF THE NORTH 1/2 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 16 SOUTH RANGE 21 EAST; THENCE S.00°22'03"W., ALONG THE EAST BOUNDARY OF SAID NORTH 1/2 OF THE NW 1/4, A DISTANCE OF 1324.14 FEET TO THE SE CORNER OF SAID NORTH 1/2 OF THE NW 1/4; THENCE N.89°33'08"W., ALONG THE SOUTH BOUNDARY OF SAID NORTH 1/2 OF THE NW 1/4, A DISTANCE OF 2638.20 FEET TO A CONCRETE MONUMENT LABELED "PRM" REFERENCING THE BOUNDARY OF BRADFORD FARMS UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGES 193 AND 194, PUBLIC RECORDS OF MARION COUNTY FLORIDA; THENCE N.89°37'47"W., ALONG THE BOUNDARY OF SAID PLAT, 1320.89 FEET TO A CONCRETE MONUMENT LABELED "PRM" REFERENCING THE BOUNDARY OF SAID BRADFORD FARMS UNIT 1; THENCE N.00°29'45"E., ALONG THE BOUNDARY OF SAID PLAT, 1328.98 FEET TO THE NORTH BOUNDARY OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.89°38'04"E., ALONG SAID NORTH BOUNDARY, 1320.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 278.78 ACRES MORE OR LESS.

NORTH PUD AGREEMENT EXHIBITS

EXHIBIT "P"

Legal - Sweeney Commercial ROW Parcel

COMMENCING AT A CONCRETE MONUMENT MARKING THE NW CORNER OF SECTION 22, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.89°26'39"E, ALONG THE NORTH BOUNDARY OF SAID SECTION 22, A DISTANCE OF 69.81 FEET; THENCE S.00°29'47"W 76.58 FEET; THENCE N.89°30'13"W. 16.00; THENCE S.00°29'47"W. 14.00 FEET; THENCE S.89°30'13"E. 16.00 FEET; THENCE S.00°29'47"W 844.93 FEET TO A POINT OF CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 11399.20 FEET; THENCE SOUTHERLY 393.54 FEET ALONG SAID CURVE AND THE ARC THEREOF HAVING A CENTRAL ANGLE OF 01°59'41" AND A CHORD BEARING AND DISTANCE OF S.01°29'08"E. 393.52 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE NW 1/4 OF SAID SECTION 22, FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID CURVE S.89°33'08"E. 120.07 FEET TO A NON-TANGENT CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 11519.20 FEET; THENCE SOUTHERLY 365.06 FEET ALONG SAID CURVE AND THE ARC THEREOF HAVING A CENTRAL ANGLE OF 01°48'57" AND A CHORD BEARING AND DISTANCE OF S.03°21'41"W. 365.04 FEET TO A POINT OF TANGENCY; THENCE S.04°16'09"W. 840.52 FEET TO THE NORTH RIGHT OF WAY LINE OF SW 95TH STREET; THENCE N.85°44'10"W., ALONG SAID RIGHT OF WAY LINE, 120.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE N.04°16'09"E. 840.53 FEET TO A POINT OF CURVE BEING CONCAVE WESTERLY

AND HAVING A RADIUS OF 11399.20 FEET; THENCE NORTHERLY 357.05 FEET ALONG SAID CURVE AND THE ARC THEREOF HAVING A CENTRAL ANGLE OF 1°47'41" AND A CHORD BEARING AND DISTANCE OF N.03°22'19"E. 357.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.31 ACRES MORE OR LESS

NORTH PUD AGREEMENT EXHIBITS
EXHIBIT "J"

(Marion County)
Record: \$ _____

This Instrument Prepared by and Return to:
Steven H. Gray
GRAY, ACKERMAN & HAINES, P.A.
125 NE 1st Avenue - Ste. 1
Ocala, Florida 34470

PROPERTY APPRAISER'S PID NOS.: A PORTION OF 35699-010-00

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

RIGHT-OF-WAY DEED

This Indenture, made this ____ day of _____, 2014, between **JAMES H. SWEENEY III, not individually, but solely as Trustee under the 603 Acre Land Trust u/t/a dated March 4, 2004** (as to an undivided one-half interest) and **TODD B. RUDNIANYN, individually and as Trustee** (as to an undivided one-half interest), whose mailing address is 2000 South Bayshore Drive, Villa 51, Miami, FL 33133 (hereinafter "*Grantor*") to the **MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose post office address is: c/o Marion County Transportation Department, 412 SE 25th Avenue, Ocala, Florida 34471 (hereinafter "*Grantee*") (Wherever used herein the terms Grantor and Grantee include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations).

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the said grantee, in fee simple for public right-of-way and related public uses, all that certain land situate in Marion County, Florida, to-wit:

SEE EXHIBIT "A" attached hereto and by this reference made a part hereof.

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

RESERVING TO GRANTOR, until such time as said real property is accepted as public right-of-way and improved as public right-of-way, an easement over, across and upon the same in favor of Grantor and its successors, or assigns as the owners of any portions of the adjacent real property owned by Grantor, for ingress and egress consistent with use of said property described in "Exhibit "A"" as a public right-of-way. When the real property is so accepted and improved as public-right-of-way, Grantor will, upon request of grantee, execute and record an instrument acknowledging the termination of the easement hereby reserved.

SUBJECT TO:

1. Ad valorem and real estate taxes for the calendar year 2014 and all subsequent years.

Y:\shg\FILES\Fischer, Steven - Bradford Farms - Gen Matters #10-2286\Bradford Farms Final Docs. 2014\Dev. Agt. North PUD\Exhibits\Exhibit J - Form-Deed (Sweeny Commercial Parcel ROW) NORTHERN wpd.wpd

AND, Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, other than as is specifically otherwise stated in this instrument.

GRANTOR REPRESENTS AND WARRANTS THAT THE ABOVE DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR, NOR IS IT CONTIGUOUS TO REAL PROPERTY UPON WHICH THE GRANTOR RESIDES OR WHICH THE GRANTOR CLAIMS AS HIS HOMESTEAD, OR UPON WHICH THIRD PARTIES DEPENDENT ON GRANTOR FOR SUPPORT RESIDES.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, the day and year first above written.

Signed and delivered in our presence as witnesses:

Print Name: _____

Print Name: _____

AS TO GRANTOR:

JAMES H. SWEENEY III not individually, but solely as Trustee under the 603 Acre Land Trust u/t/a dated March 4, 2004 (as to an undivided one-half interest)

By: _____

JAMES H. SWEENEY, III

Its: Trustee

Signed and delivered in our presence as witnesses:

Print Name: _____

Print Name: _____

TODD S. RUNIANYN, individually and as Trustee (as to an undivided one-half interest)

STATE OF FLORIDA
COUNTY OF _____

The foregoing RIGHT-OF WAY DEED was acknowledged before me by **JAMES H. SWEENEY III, not individually, but solely as Trustee under the 603 Acre Land Trust u/t/a dated March 4, 2004 (as to an undivided one-half interest)**, who is:

____ Personally known by me, OR
____ Produced _____ as identification.

Dated: this ____ day of _____, 2014.

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

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STATE OF _____
COUNTY OF _____

The foregoing RIGHT-OF WAY DEED was acknowledged before me by TODD S. RUNIANYN, individually and as Trustee (as to an undivided one-half interest), who is:

____ Personally known by me, OR
____ Produced _____ as identification.

Dated: this ____ day of _____, 2014.

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

Y:\shg\FILES\Fischer, Steven - Bradford Farms - Gen Matters #10-2286\Bradford Farms Final Docs. 2014\Dev. Agi. North PUD\Exhibits\Exhibit J - Form-Deed (Sweeny Commercial Parcel ROW) NORTHERN wpd.wpd

NORTH PUD AGREEMENT EXHIBITS
EXHIBIT "K"

(Marion County)
Record: \$ _____

This Instrument Prepared by and Return to:
Steven H. Gray
GRAY, ACKERMAN & HAINES, P.A.
125 NE 1st Avenue - Ste. 1
Ocala, Florida 34470

PROPERTY APPRAISER'S PID NOS.: A PORTION OF 35326-000-00

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

RIGHT-OF-WAY DEED

This Indenture, made this ____ day of _____, 2014, between **JAMES H. SWEENEY III, not individually, but solely as Trustee under the 603 Acre Land Trust u/t/a dated March 4, 2004**, whose mailing address is 2000 South Bayshore Drive, Villa 51, Miami, FL 33133 (hereinafter "*Grantor*") to the **MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose post office address is: c/o Marion County Transportation Department, 412 SE 25th Avenue, Ocala, Florida 34471 (hereinafter "*Grantee*") (Wherever used herein the terms Grantor and Grantee include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations).

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the said grantee, in fee simple for public right-of-way and related public uses, all that certain land situate in Marion County, Florida, to-wit:

SEE EXHIBIT "A" attached hereto and by this reference made a part hereof.

TOGETHER with a temporary construction easement on all property owned by the Grantor and lying within 30 feet of the real property described in Exhibit "A" to allow excavation, grading, and other construction activities upon the property described in Exhibit "A" for the purpose of grading, sloping, and tying in existing adjoining property to the grade of new construction within the real property described in Exhibit "A", as well as to facilitate the construction of road improvements and utilities within the real property described in Exhibit "A". The temporary easement granted herein shall commence upon the date Grantee commences construction of SW 49th Avenue within the real property described in Exhibit "A", and terminate upon the completion of such. Notwithstanding the foregoing, should construction not be completed within five (5) years of the recording of this Deed the temporary construction easement shall terminate and be of no further force and effect.

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

Y:\shg\FILES\Fischer, Steven - Bradford Farms - Gen Matters #10-2286\Bradford Farms Final Docs. 2014\Dev. Agi. North PUD\Exhibits\Exhibit K (Northern) - Deed (Sweeny SW 49th Avenue ROW).wpd

RESERVING TO Grantor, until such time as said real property is accepted as public right-of-way and improved as public right-of-way, an easement over, across and upon the same in favor of Grantor and its successors, or assigns as the owners of any portions of the adjacent real property owned by Grantor, for ingress and egress consistent with use of said property described in "Exhibit "A" as a public right-of-way. When the real property is so accepted and improved as public-right-of-way, Grantor will, upon request of grantee, execute and record an instrument acknowledging the termination of the easement hereby reserved.

SUBJECT TO ad valorem and real estate taxes for the calendar year 2014 and all subsequent years; and

AND, Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, other than as is specifically otherwise stated in this instrument.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, the day and year first above written.

Signed and delivered in our presence as witnesses:

Print Name: _____

Print Name: _____

AS TO GRANTOR:

JAMES H. SWEENY III, not individually, but solely as Trustee under the 603 Acre Land Trust u/t/a dated March 4, 2004

By: _____
JAMES H. SWEENY, III, Trustee

STATE OF FLORIDA
COUNTY OF _____

The foregoing RIGHT-OF WAY DEED WITH RIGHT OF REVERTER was acknowledged before me by **JAMES H. SWEENY III, not individually, but solely as Trustee under the 603 Acre Land Trust u/t/a dated March 4, 2004**, who is:

____ Personally known by me, OR
____ Produced _____ as identification.

Dated: this ____ day of _____, 2014.

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

Y:\shg\FILES\Fischer, Steven - Bradford Farms - Gen Matters #10-2286\Bradford Farms Final Docs. 2014\Dev. Agi. North PUD\Exhibits\Exhibit K (Northern) - Deed (Sweeny SW 49th Avenue ROW).wpd

**NORTH PUD AGREEMENT
EXHIBIT "L"
DEED – WELLFIELD/WATER PLANT PARCEL**

RECORD: \$ _____
DOC STAMPS: \$ _____

PREPARED BY AND RETURN TO:

GRAY, ACKERMAN & HAINES, P.A.
Steven H. Gray, Esq.
125 NE 1st Avenue, Suite 1
Ocala, FL 34470

PROPERTY APPRAISER'S PID NOS.: A portion of 35326-000-00

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** is made and executed this ___ day of _____, 2015 between **JAMES J. SWEENEY III, not individually, but solely as Trustee under the 603 Acre Land Trust u/va dated March 4, 2004**, whose mailing address is 2000 South Bayshore Drive, Villa 51, Miami, FL 33133; (hereinafter "Grantor"), and **MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose mailing address is c/o Marion County Transportation Department, 412 SE 25th Avenue, Ocala, FL 34471 (hereinafter "Grantee").

WITNESSETH that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's successor's and assigns forever, the following described land, situated, lying and being in Marion County, Florida to-wit:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO easements, or restrictions, and reservations of record, if any, but the same shall not be created, reinstated, or imposed by this reference.

SUBJECT TO ad valorem and real estate taxes for the calendar year 2015 and all subsequent years.

TOGETHER WITH a temporary construction easement on all property owned by the Grantor and lying within 30 feet of the real property described in Exhibit "A", for the purpose of grading, sloping, and tying in adjoining property to the grade of new construction within the real property described in Exhibit "A", as well as to facilitate the construction of improvements and utilities within the real property described in Exhibit "A". The temporary easement granted herein shall commence upon the date Grantee commences construction of a wellfield or water plant (or both) on the real property described in Exhibit "A", and terminate upon the completion of such construction. Notwithstanding the foregoing, should construction not be completed within five (5) years of the date of recording this Deed in the Public Records the temporary construction easement shall terminate on that date, and be of no further force and effect.

Grantor covenants that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through or under Grantor, but against no others.

"Grantor" and "Grantee" shall apply to the singular or plural, as applicable.

Page 1 of 2

Y:\shg\FILES\Fischer, Steven - Bradford Farms - Gen Matters #10-2286\Bradford Farms Final Docs. 2014\Dev. Agt. North PUD\Exhibits\EXHIBIT L - Deed Wellfield-Water Plant Parcel.docx

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the year and date stated above.

Singed and delivered in our presence as witnesses:

AS TO GRANTOR:

Print Name: _____

JAMES H. SWEENY III, TRUSTEE, not individually, but solely as Trustee under the 603 Acre Land Trust u/t/a dated March 4, 2004

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing **SPECIAL WARRANTY DEED** was acknowledged before me this _____ day of _____, 2015, by **JAMES H. SWEENY, III, TRUSTEE**, not individually, but solely as Trustee under the 603 Acre Land Trust u/t/a dated March 4, 2004, who is:

_____ Personally know to me OR
_____ Produced _____ as identification.

Notary Public, State of Florida
Print Notary Name: _____
My commission expires: _____
Commission No.: _____

NORTH PUD AGREEMENT EXHIBIT'S

EXHIBIT "M"

AGREEMENT TO USE COUNTY STORMWATER FACILITY

THIS AGREEMENT made and entered into this _____ day of _____, 201____, by and between Marion County, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, Florida, 34471, (hereinafter referred to as "County") and _____, whose address is _____, (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Marion County Resolution 10-R-271 allows Applicants in some circumstances to utilize a County stormwater facility; and,

WHEREAS, the Applicant has submitted documentation, including signed/sealed calculations and improvement plans that have been reviewed and approved following the development review procedures in the Marion County Land Development Code reflecting:

1. The stormwater runoff volume per cubic foot required for development of the Applicant's site to be disposed of in the County stormwater facility. Said volume is (a) _____ cubic feet. Total required design volume for the County stormwater facility is (b) _____ cubic feet. Pro rata share is _____ (volume (a) divided by volume (b)).
2. The land value of the County stormwater facility being utilized by the Applicant. Said value is \$_____ per cubic foot. Pro rata share value is \$_____.
3. The value of construction and routine maintenance, consistent with County practices as periodically amended, for the County stormwater facility being utilized by the Applicant. Said value is \$0.18 per cubic foot. Pro rata share value is \$_____.
4. The County stormwater facility has sufficient capacity to store the Applicant's stormwater runoff and the stormwater runoff from the entire watershed contributing stormwater runoff to stormwater facility.
5. Applicant's plans to enlarge or expand the County stormwater facility to provide the required volume and the creation of any excess volume, if applicable. Said enlarged or expanded volume is _____ cubic feet and said excess volume is _____ cubic feet, if applicable.
6. Applicant's construction cost to enlarge or expand the County stormwater facility to provide the required volume and the creation of any excess volume, if applicable. Said construction cost is \$_____ per cubic foot, if applicable. Applicant's construction cost to enlarge or expand the County stormwater facility, including agreed to excess volume is \$_____ if applicable; and,

WHEREAS, the County Engineer has reviewed the Applicant's written calculations and determined the amount of compensation due the County under this agreement; and,

WHEREAS, the Applicant owns the property described on Exhibit "A", attached hereto and by reference made a part hereof, and enters into this agreement for the expressed purpose of utilizing a County stormwater facility, described on Exhibit "B" and setting forth terms and conditions which will govern the use of this stormwater facility; now therefore,

IN CONSIDERATION of the payment of \$10.00 and other good and valuable consideration acknowledged by both parties, the parties do mutually covenant and agree as follows:

1. Compensation. Pursuant to the Applicant's documentation, including calculations, which have been reviewed and approved by the County Engineer, the Applicant shall pay to the County, within thirty (30) days of the date of this agreement, for utilization of the County stormwater facility, as follows:

a. For land value, the sum of \$ _____ (above paragraph 2.);

b. For construction and maintenance value, the sum of \$ _____ (above paragraph 3.1).

2. Credit. The Applicant shall be credited Applicant's construction cost to enlarge or expand the County stormwater facility, including agreed to excess volume, of \$ _____ (above paragraph 6.), if applicable. Credit shall not exceed the proposed payment to the County for the construction and maintenance value (above paragraph 1.b.).

3. Successors. All activities of and on said property by the Applicant, Applicant's heirs, successors or assigns, shall be in accordance with the terms and conditions contained herein which shall run with the title to the property described in Exhibit "A".

4. Plans. Any enhancement of, use of, and/or reconstruction of the County stormwater facility shall be in accordance with this agreement and the approved plans of record on file with Marion County. Deviation from the approved plans shall be considered a violation of this agreement and may result in termination or cancellation of this agreement and rights to use the County stormwater facility.

5. Drainage. The Applicant shall be responsible for assuring that no hazardous materials or sewerage effluent from Applicant's property enters the County stormwater facility. Financial responsibility shall be and remain with the Applicant of said property described in Exhibit "A", his successors and assigns, for any hazardous materials or sewerage effluent they have caused or allowed to enter the County stormwater facility.

6. Major Maintenance. The Applicant, his successors and assigns, shall be responsible for a pro rata share of the cost of major maintenance of the stormwater facility, including that resulting from a natural disaster such as a sinkhole or other catastrophic occurrence.

7. Recording. Upon execution of this agreement, Applicant shall provide funds to Marion County for recording of this agreement in the public records. Any conveyance of any interest in the property described on Exhibit "A", after execution of this agreement and prior to recording of the agreement in the public records shall be subject to the terms and conditions of this agreement. The Applicant shall be responsible for the disclosure of the existence of this agreement prior to recording.

8. Amendments. Any amendments to the conditions or provisions contained herein, exclusive of amendments to the county land development code, shall require an amendment to this agreement, by mutual written agreement of the parties and only by such written agreement. There are no understandings or agreements by the parties except as herein expressly stated.

9. Authorization. The undersigned representative of the Applicant hereby represents to the County that he/she is fully authorized by the Applicant to represent the Applicant in agreeing to the terms and conditions of this agreement.

10. Controversy. Any controversy under this Agreement shall be resolved in accordance with the laws of the State of Florida with venue in Marion County, Florida. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs including attorneys' fees, specifically including any appellate or bankruptcy proceedings related thereto.

11. Termination. This agreement may be terminated by the County, with or without cause, upon written notice to the Applicant, in the event the Applicant fails to pay the compensation provided herein and/or fails to pay funds to record this agreement within 30 days of the date of this agreement. This agreement may also be terminated by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year above first written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

DAVID R. ELLSPERMANN, CLERK

STAN MCCLAIN, CHAIR

WITNESSES:

APPLICANT:

Print: _____

By: _____

Its: _____

Print Name: _____

Print: _____

By: _____

Its: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF MARION

Before me this ___ day of _____, 201___ personally appeared _____
of APPLICANT, who is personally known to me or has produced his Drivers License as
identification and who executed the foregoing instrument, and who acknowledged that he did so with
full authority of said APPLICANT.

Notary Public

Print Name _____

Commission Number _____

Commission Expires _____

Approved as to Form:

Marion County Attorney

RESOLUTION NO. 10-R-271

A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONER OF MARION COUNTY, FLORIDA.
SETTING FEES FOR USE OF A COUNTY STORMWATER
FACILITY; REPEALING PREVIOUSLY ADOPTED
RESOLUTIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it has been the policy of the Board of County Commissioners of Marion County, Florida to allow developers in some circumstances to utilize County stormwater facilities; and

WHEREAS, it has come to the Board's attention that stormwater runoff disposal cost were disproportionately high for those developers who did not have access to County stormwater facilities; and

WHEREAS, it is the intent of the Board to correct this imbalance and to provide a degree of financial protection should hazardous wastes or sewage effluent be dumped in a County stormwater facility; and

WHEREAS, the Board previously adopted Resolution No. 99-R-258 on November 9, 1999, now therefore

BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida:

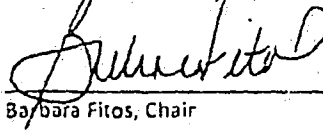
SECTION 1. USE OF COUNTY STORMWATER FACILITIES. All applicants desiring to use a County stormwater facility shall:

1. Be responsible for providing all documentation supporting their request. Documentation shall include calculations and improvement plans based on the Marion County Land Development Code in effect at the time of the applicant's project submittal. The calculations shall be reviewed and approved following the development review procedures in the Marion County Land Development Code. Applicant may also be responsible for providing historical records supporting any values, calculations and assumptions.
2. Pay a pro-rata share of the cost of the County stormwater facility which the applicant seeks to use. The pro-rata share shall be based on the cubic foot volume required by the applicant as compared to the cubic foot design volume of the County stormwater facility. Payment shall be as follows:
 - a. Payment for Land Acquisition. Applicant shall pay a onetime fee based on actual historical cost paid by the County or other public agency at time of acquisition of the stormwater facility. Should such cost not be readily available, the value shall be based on comparable land value for like properties following standard property appraiser practices.

DULY ADOPTED on this 20th day of July 2010.

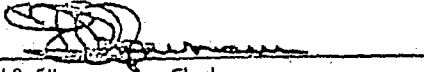
BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

(SEAL)



Barbara Fitos, Chair

ATTEST:



David R. Ellspermann, Clerk