

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

Record and Return To:  
Marion County Office of County Engineer  
412 SE 25th Avenue  
Ocala, FL 34471

Recording: \$ \_\_\_\_\_

### DEVELOPER'S AGREEMENT FOR SW 52ND STREET

THIS DEVELOPER'S AGREEMENT FOR SW 52ND STREET is made and entered into this \_\_\_\_\_, 2024, (the "Effective Date"), by and between:

- Marion County, Florida, a political subdivision of the State of Florida ("County"); and
- Aurora Oaks Ocala Inc, a Delaware corporation ("Developer").

#### WHEREAS:

- A. Developer owns the Property<sup>1</sup> located in Marion County, Florida.
- B. Developer is developing the Property as a Planned Unit Development ("PUD") pursuant to the PUD Approvals.
- C. The PUD Approvals require that Developer enter into this Agreement concerning the construction of the Developer Improvements, including: (a) the 52nd Street Improvements to provide a connection between the OTOW Parcel located along the western boundary of the Property, and SW 60th Avenue; and (b) the Traffic Signal at the intersection of SW 52nd Street and SW 60th Avenue.
- D. The public will benefit by the Developer Improvements in that the Traffic Signal will be installed and the 52nd Street Improvements will establish a connection between the OTOW Parcel and SW 60th Avenue and enhance the performance of 52nd Street as an east/west thoroughfare which will alleviate traffic on portions of SR 200 and SW 60th Avenue,
- E. Developer has determined that there are a number of issues that remain to be resolved concerning the availability of right of way ("ROW") for the Developer Improvements as set forth in paragraph 3 below.
- F. County and Developer enter into this Agreement to provide for the resolution of the issues involving the ROW and for an eventual amendment to this Agreement to provide additional details concerning the design and permitting, construction of, and other provisions concerning, the Developer Improvements.

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<sup>1</sup> Terms capitalized in these Whereas paragraphs and not otherwise defined herein are defined in paragraph 1 below.

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. **Definitions.** In addition to other terms defined in this Agreement, the following terms have the following meanings:
  - 1.1. *52nd Street DRAs* – One or more of the drainage retention areas which will be constructed or utilized to provide stormwater retention capacity for the Transportation Improvements.
  - 1.2. *52nd Street Improvements* – The portion of the Transportation Improvements consisting of the design, permitting and construction of SW 52nd Street between the OTOW Parcel and SW 60th Avenue. The 52nd Street Improvements shall consist of two lanes of a future four-lane road with a grassed median, and bike lanes and a sidewalk on one side.
  - 1.3. *Charleston Place Association* – Charleston Place Land Condominium Association, Inc., a Florida not for profit corporation.
  - 1.4. *Charleston Place Condominium* – The Condominium known as “Charleston Place Land Condominium” as established pursuant to the Declaration of Condominium of Charleston Place Land Condominium, as recorded in OR Book 5073, Page 77, as amended by an instrument recorded in OR Book 6131, Page 771.
  - 1.5. *Charleston Place DRA* – The Stormwater Management System for the Charleston Place Condominium, a portion of which is located on the GGAJ1 Parcel and the remainder of which is located on the Property.
  - 1.6. *Charleston Place DRA Contract* – An agreement between Developer, on the one hand, and the owner of the GGAJ1 Parcel and the Charleston Place Association, as further described in paragraph 3.2.
  - 1.7. *Charleston Place ROW* – The portion of New ROW located on the GGAJ1 Parcel, if and to the extent it is included in New ROW pursuant to paragraph 4.2.
  - 1.8. *Concept Plan* – The depiction, set forth on the attached **Exhibit B**, of various matters as referred to in this Agreement including Parcels and possible ROW locations. The Concept Plan is attached as an illustration of such locations only, and is not intended to depict the final locations or dimensions of the ROW or Developer Improvements.
  - 1.9. *Construct* (regardless of whether the terms is capitalized) – When used in the context of the Developer Improvements: (a) the design, permitting and construction of the Developer Improvements; and (b) conveyance to County of any ROW or easements.
  - 1.10. *Corner Parcel* – The real property with Marion County Tax Parcel ID No. 35460-017-01 located on the southwest corner of the intersection of SW 52nd Street and SW 60th Avenue.
  - 1.11. *Corner Parcel Owner* – The owner or owners of the Corner Parcel. The Corner Parcel Owner is currently Domenick Galatolo, Daniel C. Lovett and Paul Michael Fabarizio.

- 1.12. *Corner ROW* – The portion of New ROW needed for the Transportation Improvements and located on the Corner Parcel.
- 1.13. *County* – Marion County, a political subdivision of the State of Florida.
- 1.14. *County Representative* – The County Administrator, any Assistant or Deputy County Administrator, or the County Engineer.
- 1.15. *Developer Improvements* – The Transportation Improvements and Stormwater Management System.
- 1.16. *Developer Project* – The development of the Property pursuant to the PUD Approvals.
- 1.17. *Developer ROW* – The portion of New ROW located on the Property.
- 1.18. *Existing ROW* – The ROW previously conveyed to County within which a portion of the Transportation Improvements will be constructed. The Existing ROW is described in the attached **Exhibit C**.
- 1.19. *GGAJ1 Parcel* – The real property with Marion County Tax Parcel ID No. 35460-017-05, upon which a portion of the Charleston Place DRA is located.
- 1.20. *New ROW* – One or more of the Developer ROW, the Corner ROW, the Stormwater ROW, Charleston Place ROW and/or the Private Easements ROW.
- 1.21. *OTOW Parcel* – That real property with Marion County Tax Parcel ID No. 35300-000-14 located west of the northwestern corner of the Property and owned by On Top of the World Communities, L.L.C., a Florida limited liability company.
- 1.22. *Parcel* – Any parcel of land, including a platted lot, unplatted parcel or other division of real property located on the Property.
- 1.23. *Party or Parties* – As applicable, County and Developer.
- 1.24. *Permits* – All permits necessary for the construction of the Developer Improvements.
- 1.25. *Private Easements* – One or more easements for ingress and egress located in the south 25 feet of the southeast quarter of Section 32, Township 15 South, Range 21 East, arising under various instruments recorded in the Public Records, and benefitting the Private Easement Parcels. An example of an instrument creating such a Private Easement is recorded in OR Book 7543, Page 1757.
- 1.26. *Private Easements Owners* – The owners of the Private Easement Parcels.
- 1.27. *Private Easements Parcels* – The parcels of real property located in the south half of Section 32, Township 15 South, Range 21 East that are benefitted by, and some of which are burdened by, the Private Easements. A table containing the Tax Parcel ID number of each Private Easements Parcel and the current Private Easement Owners is attached hereto as **Exhibit D**.
- 1.28. *Private Easements ROW* – The New ROW located on the Private Easements if and to the extent it is included in New ROW pursuant to paragraph 4.3.

- 1.29. *Property* – As described in the attached **Exhibit A**.
- 1.30. *PUD Approvals* – County’s approval of the development of the Property as a PUD including any amendments or modifications thereto.
- 1.31. *ROW* – Right of way upon which the Developer Improvements shall be constructed and operated, including all easements (permanent or temporary) necessary for the construction or operation of the Developer Improvements.
  - 1.31.1. The ROW shall include:
    - 1.31.1.1. Real property 100 feet in width for the 52nd Street Improvements.
    - 1.31.1.2. The real property to be encumbered by Stormwater Easements.
  - 1.31.2. The ROW consists of the following: Existing ROW and New ROW.
- 1.32. *Stormwater* – Surface water or stormwater runoff (regardless of whether the term is capitalized), to be managed pursuant to the Stormwater Management System.
- 1.33. *Stormwater Easement* – One or more easements to be granted by Developer to permit the conveyance of Stormwater from the Transportation Improvements into the 52nd Street DRAs, and the storage of Stormwater in the 52nd Street DRAs, as permitted by one or more Permits issued by the Water Management District.
- 1.34. *Stormwater Management System* – The drainage retention facilities, ditches, swales, underground pipes, drainage structures, or other improvements which constitute the surface water and Stormwater Management System which provide stormwater management for the Developer Improvements which will be constructed pursuant to the terms of this Agreement. The Stormwater Management System shall comply with the design, construction, and operational requirements of the Water Management District and (as applicable) County. The Stormwater Management System shall consist of the 52nd Street DRAs and conveyance facilities to convey the Stormwater from the Transportation Improvements into the 52nd Street DRAs pursuant to the Stormwater Easement. The Stormwater Management System shall be a closed drainage basin system.
- 1.35. *Stormwater ROW* – The ROW where the Stormwater Management System will be located including the conveyance portions thereof, together with any portion of the Existing ROW upon which Developer hereafter constructs the Stormwater Management System.
- 1.36. *Traffic Signal* – The portion of the Transportation Improvements consisting of a traffic signal at the intersection of SW 52nd Street and SW 60th Avenue.
- 1.37. *Transportation Improvements* – The 52nd Street Improvements and the Traffic Signal.
- 1.38. *Utilities* – Water and wastewater utilities provided by Marion County at such locations and with such specifications as determined during the design and permitting of the Utilities.

- 1.39. *Water Management District or District* – Southwest Florida Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of surface water and Stormwater Management Systems, and Stormwater Management System, for the Property and for all Transportation Improvements to be constructed or improved under the terms of this Agreement.
2. **General Plan for Developer Improvements.** Developer shall construct the Developer Improvements pursuant to the following:
  - 2.1. The location of the ROW shall be determined pursuant to the procedures set forth in this Agreement.
  - 2.2. Developer will design, permit and construct the Developer Improvements.
  - 2.3. Developer will convey to County all ROW for the Developer Improvements.
  - 2.4. Other matters to be agreed upon by Developer and County pursuant to the Amendment contemplated by paragraph 6.
3. **Current Issues Involving ROW.** Developer has determined, and County agrees, that there are a number of issues concerning the location of ROW for the project including the following:
  - 3.1. The Existing ROW does not include sufficient ROW for the Developer Improvements north of the Corner Parcel. Developer has been negotiating with the Corner Parcel Owners to obtain such Corner ROW.
  - 3.2. The construction of the Developer Improvements is complicated by the location of the Charleston Place DRA. Developer has attempted to enter into an agreement (the “Charleston Place DRA Contract”) pursuant to which Developer shall acquire the Charleston Place DRA for use in connection with the Stormwater Management System to be constructed under this Agreement or in connection with the Developer Project. Although Developer has submitted a Charleston Place DRA Contract to the owner of the GGAJ1 Parcel and the Charleston Place Association, the Charleston Place DRA Contract has not yet been executed.
  - 3.3. An existing driveway is located in the vicinity of the proposed 52nd Street Improvements. Such driveway is not located in ROW but rather in the Private Easements. Constructing the Transportation Improvements in proximity to such driveway is illogical. If Developer or County can convert the area subject to the Private Easements to ROW, the design, permitting and construction of the 52nd Street Improvements will be enhanced.
4. **Further Developer Negotiations.**
  - 4.1. Developer shall continue to negotiate an agreement with the Corner Parcel Owner (the “Corner Parcel Agreement”). Developer shall, upon request of County, provide County with periodic updates concerning the status of such negotiations.
  - 4.2. Developer shall continue to negotiate the Charleston Place DRA Contract with the owner of the GGAJ1 Parcel and the Charleston Place Association to obtain the Charleston Place

ROW. Developer shall, upon request of County, provide County with periodic updates concerning the status of such negotiations.

4.3. Developer shall negotiate with the Private Easements Owners to have them convey to County the Private Easements ROW. Developer shall, upon request of County, provide County with periodic updates concerning the status of such conveyances.

5. **Resolution of ROW.**

5.1. Developer shall, no later than twelve (12) months after the Effective Date of this Agreement, provide a report to County as to whether it has been able to acquire, or contract to acquire, the Corner ROW, Charleston Place ROW, and Private Easements ROW. Such report shall include legal descriptions of any Corner ROW, Charleston Place ROW or Private Easements ROW it has been able to acquire or contract to acquire.

5.2. Following such report, Developer and County shall determine what New ROW is required for the Project including the extent to which the New ROW shall consist of Developer ROW, Corner ROW, Charleston Place ROW and/or Private Easements ROW.

6. **Amendment to this Agreement.** Following the determination of the New ROW pursuant to paragraph 5.2, County and Developer shall enter into an amendment to this Agreement providing for the following:

6.1. Developer to provide, at its expense, a boundary survey of the New ROW subject to approval by County.

6.2. Developer to provide County with a title insurance commitment for the New ROW and an opportunity for County to object to any exceptions set forth in such commitment, and for a resolution of same by Developer.

6.3. Conveyance of the New ROW by Developer, or by the owners of the ROW to County.

6.4. Developer's design and permitting of the Developer Improvements.

6.5. Developer's construction of the Developer Improvements.

6.6. Provisions concerning any components of the Stormwater Management System that accommodate stormwater from both the Transportation Improvements and the Developer Project.

6.7. Provisions concerning the maintenance of the Stormwater Management System.

6.8. Whether, and the extent to which, Developer is entitled to credits against Transportation Impact Fees in connection with the Developer Improvements or Developer ROW.

7. **County Representative.** Whenever this Agreement refers to approval or consent by County, or the subsequent execution or delivery of another instrument by County, such approval may be provided by, and such instrument may be executed by, the County Representative unless, pursuant to the County Code or other applicable law, such approval or consent is required by the County Commission or some other board of County or, only a member of the County Commission may execute such instrument. By approving this Agreement, the County

Commission authorizes the County Representative to make such approvals and consents and execute such instruments.

8. **Assignment Provisions.** Developer may not assign its rights or obligations under this Agreement without express written consent of County which may be withheld by County in its reasonable discretion. Such consent may be provided by County Representative on behalf of County.

9. **Notices.**

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

9.1.1. If to County: Assistant County Administrator Tracy Straub, P.E., 601 SE 25th Avenue, Ocala, FL 34471; email: [tracy.straub@marionfl.org](mailto:tracy.straub@marionfl.org).

9.1.1.1. With a copy to: County Engineer Steven Cohoon, 412 SE 25th Avenue, Ocala, FL 34471; email: [steven.cphoon@marionfl.org](mailto:steven.cphoon@marionfl.org).

9.1.1.2. With a copy to: County Attorney Matthew Guy Minter, 601 SE 25th Avenue, Ocala, FL 34471; email: [matthew.minter@marionfl.org](mailto:matthew.minter@marionfl.org).

9.1.2. If to Developer: Calibrex, Attn: Steve Bruno, 1135 Stellar Drive, Newmarket, ON L3Y 7B8; email: [bruno@calibrex.ca](mailto:bruno@calibrex.ca).

9.1.2.1. With a copy to: W. James Gooding III, 1531 SE 36th Avenue, Ocala, FL 34471; email: [jgooding@lawyersocala.com](mailto:jgooding@lawyersocala.com).

9.2. Each such Communication shall be deemed delivered:

9.2.1. On the date of delivery if by personal delivery with signed receipt thereof;

9.2.2. On the date of email transmission if by email (subject to paragraph 9.5); and

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

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

9.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

- 9.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 9.5. Concerning Communications sent by email:
- 9.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
- 9.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
- 9.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
- 9.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
- 9.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.
10. **Exclusive Venue.** The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.
11. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

12. **Governing Laws.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.
13. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
14. **Successors and Assigns.** All covenants, Agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.
15. **Severability Clause.** Provisions contained in this Agreement which are determined by a court of competent jurisdiction to be contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
16. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
17. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.
18. **Rules of Construction.** For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:
  - 18.1. Any pronoun used herein shall include the corresponding masculine, feminine and neuter forms.
  - 18.2. All definitions in this Agreement shall apply equally to both the singular and plural forms of the nouns defined, to the present, future and past tenses of verbs defined, and to all derivatives of defined terms.
  - 18.3. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."
  - 18.4. The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement.

- 18.5. A reference to an Article, paragraph, subparagraph, or other subpart of this Agreement, shall include all paragraphs, subparagraphs, and subparts under the referenced part.
- 18.6. Where a provision involves two or more items, conditions, provisions, or events connected by the conjunction “and,” “or” or “either or,” the conjunction shall be interpreted as follows: “and” indicates that all the connected terms shall apply; “or” indicates that the connected terms may apply singly or in any combination; and “either or,” indicates that only one of the connected terms may apply.
19. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
20. **Time.**
- 20.1. Time is of the essence of all of the provisions and terms of this Agreement.
- 20.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.
- 20.3. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.
- 20.4. For purposes of this Agreement, “legal holiday” means: (a) the day set aside by paragraph 110.117, Florida Statutes, for observing New Year’s Day, Martin Luther King, Jr.’s Birthday, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on weekend, the Monday after Christmas Day; and (e) any other day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.
21. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor will it cause them to be considered joint venturers or members of any joint enterprises. Further, no party under this Agreement shall be deemed to be an employee, agent or other representative of the other party.
22. **Exhibits.**
- 22.1. All exhibits attached to this Agreement are being incorporated by reference.
- 22.2. The following exhibits are attached to this Agreement.
- 22.2.1. **Exhibit A** – Property.
- 22.2.2. **Exhibit B** – Concept Plan.
- 22.2.3. **Exhibit C** – Existing ROW.

22.2.4. **Exhibit D** – Private Easements Owners.

23. **Entire Understanding.** This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
24. **Amendments.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.
25. **Miscellaneous.**
- 25.1. Any violation by Developer, or its successors or assigns, of any provision contained herein shall be considered as a violation of this Agreement and may result in the suspension, cancellation or termination of development orders and permits by County for the Property.
- 25.2. Any amendments to the conditions or provisions contained herein shall require an amendment to this Agreement.
- 25.3. Upon execution of this Agreement, Developer shall provide funds to County for recording of this Agreement in the public records. The Agreement shall be recorded within fourteen (14) days as set forth in Section 10-323(f)(17) of the County Code; no delay in recording shall adversely impact the effectiveness of this Agreement. Any conveyance of any interest in the Property 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. Developer shall be responsible for the disclosure of the existence of this Agreement.

THEREFORE, the Parties have entered into this Agreement effective the date first set forth above.

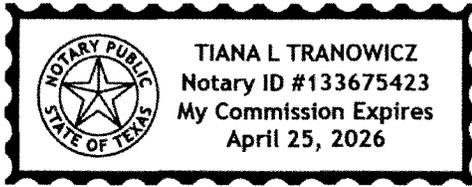
**DEVELOPER**

Aurora Oaks Ocala Inc, a Delaware corporation

By:   
Steve Bruno, its President

State Of Texas County Of Denton

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 12th day of August, 2024, by Steve Bruno, as President of Aurora Oaks Ocala Inc, a Delaware corporation, on behalf of such corporation.



*Tiana L. Tranowicz*

Notary Public, State Of Texas

Name: Tiana Tranowicz

(Please print or type)

Commission Number: 133675423

Commission Expires: 04/25/2026

Notary: Check one of the following:

Personally known OR

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

Type of Identification Produced: \_\_\_\_\_

Notarized using audio-video communication

**COUNTY**

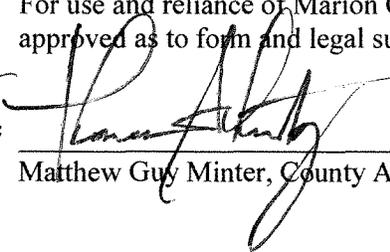
MARION COUNTY, FLORIDA, a political  
subdivision of the State of Florida, by its Board  
of County Commissioners

By: \_\_\_\_\_  
Michelle Stone as Chair

ATTEST:

\_\_\_\_\_  
Gregory C. Harrell, Clerk of Court and Comptroller

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

For:   
\_\_\_\_\_  
Matthew Guy Minter, County Attorney

**EXHIBIT A  
PROPERTY**

A PARCEL OF LAND SITUATED IN THE EAST HALF OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 5, THENCE NORTH 89°34'19" WEST, ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 693.17 FEET TO THE NORTHWEST CORNER OF "DRAINAGE EASEMENT 1" AS DESCRIBED IN OFFICIAL RECORDS BOOK 5073, PAGES 73 THROUGH 76 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT BEING THE POINT OF BEGINNING; THENCE DEPARTING THE NORTH LINE OF SAID SECTION 5, SOUTH 0°35'42" WEST, ALONG THE WEST LINE OF SAID "DRAINAGE EASEMENT 1", A DISTANCE OF 499.48 FEET TO THE SOUTHWEST CORNER OF SAID "DRAINAGE EASEMENT 1"; THENCE SOUTH 89°31'35" EAST, ALONG THE SOUTH LINE OF SAID "DRAINAGE EASEMENT 1", A DISTANCE OF 93.73 FEET TO THE WEST LINE OF CHARLESTON PLACE LAND CONDOMINIUM, AS DESCRIBED AND DEPICTED IN OFFICIAL RECORDS BOOK 5073, PAGES 77 THROUGH 131 OF SAID PUBLIC RECORDS; THENCE SOUTH 0°31'51" WEST, ALONG THE WEST LINE OF SAID CHARLESTON PLACE LAND CONDOMINIUM AND A SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 789.79 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE NORTH 89°44'58" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 722.95 FEET TO THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 0°34'31" WEST, ALONG THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 970.29 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7656, PAGES 291 THROUGH 293 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°54'41" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 685.65 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 0°34'03" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 320.67 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 89°58'09" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 686.30 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 0°35'17" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1319.04 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE NORTH 89°59'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 662.95 FEET TO THE NORTHEAST CORNER OF THE EAST 40 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 0°39'35" WEST, ALONG THE EAST LINE OF THE EAST 40 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1319.99 FEET TO THE SOUTHEAST CORNER OF THE EAST 40 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE NORTH 89°59'05" WEST, ALONG THE SOUTH LINE OF

THE EAST 40 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF THE EAST 40 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE NORTH 0°39'20" EAST, ALONG THE WEST LINE OF THE EAST 40 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1319.77 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE NORTH 89°58'43" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 623.37 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE NORTH 0°40'02" EAST, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 5, A DISTANCE OF 1967.89 FEET; THENCE DEPARTING THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 5, SOUTH 89°51'55" EAST, A DISTANCE OF 266.70 FEET; THENCE NORTH 0°34'34" EAST, A DISTANCE OF 318.67 FEET; THENCE SOUTH 89°55'00" EAST, A DISTANCE OF 28.00 FEET; THENCE NORTH 5°34'52" WEST, A DISTANCE OF 330.54 FEET TO THE NORTH LINE OF THE SW 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 89°46'03" EAST, ALONG THE NORTH LINE OF THE SW 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 403.44 FEET TO THE NORTHEAST CORNER OF THE SW 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE NORTH 0°38'43" EAST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1293.84 FEET TO THE NORTH LINE OF SAID SECTION 5; THENCE SOUTH 89°34'19" EAST, ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 1288.60 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 121.643 ACRES, MORE OR LESS.



**EXHIBIT C  
EXISTING ROW**

**Deed recorded in OR Book 4509, Page 784**

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 15 SOUTH, RANGE 21 EAST MARION COUNTY, FLORIDA, PROCEED S.89°51'46"W. ALONG THE SOUTH BOUNDARY LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 661.06 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE N.00°00'00"W., ALONG THE WEST BOUNDARY LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 30.00 FEET; THENCE N.89°51'46"E., A DISTANCE OF 660.67 FEET; THENCE S.89°25'54"E., A DISTANCE OF 33.47 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S.W. 60th AVENUE (BEING 100 FEET WIDE); THENCE S.17°02'09"E., A DISTANCE OF 31.47 FEET TO A POINT ON THE SOUTH BOUNDARY LINE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE N.89°25'54"W. ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 43.07 FEET TO THE POINT OF BEGINNING. SAID LAND SITUATE, LYING AND BEING IN MARION COUNTY, FLORIDA.

**Easement recorded in OR Book 4509, Page 787**

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, PROCEED S.89°51'46"W. ALONG THE SOUTH BOUNDARY LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 661.06 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE N.00°00'00"W., ALONG THE WEST BOUNDARY OF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.00°00'00"W., A DISTANCE OF 20.00 FEET; THENCE N.89°51'46"E, A DISTANCE OF 660.75 FEET; THENCE S.89°25'54"E., A DISTANCE OF 27.51 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S.W. 60th AVENUE (BEING 100 FEET WIDE); THENCE S.17°02'09"E., A DISTANCE OF 20.98 FEET; THENCE N.89°25'54"W., A DISTANCE OF 33.74 FEET; THENCE N.89°51'46"E, A DISTANCE OF 660.67 FEET TO THE POINT OF BEGINNING. SAID LAND SITUATE, LYING AND BEING IN MARION COUNTY, FLORIDA.

Deed recorded in OR Book 5182, Page 1516

A parcel of land lying within Section 5, Township 16 South, Range 21 East, Marion County, Florida,

Commence at the Northeast Corner of said Section 5; thence S 00° 32' 42" W, along the East Boundary Line of said Section 5, a distance of 500.00'; thence N 89° 34' 13" W, a distance of 50.00' to a point on the West Right of Way Line of SW 60th Avenue (100' wide); thence N 00° 32' 42" W, along said West Right of Way Line a distance of 18.19' to the point of curvature of a curve, concave Westerly, having a radius of 1096.26' and a central angle of 17° 08' 40"; thence Northerly along the arc of said curve to the left, a distance of 328.04', said arc subtended by a chord which bears N 08° 01' 36" W, a distance of 328.82' to the point of tangent of said curve; thence continue along said Right of Way Line N 16° 35' 59" W, a distance of 166.93' to a point on the North Boundary Line of the Northeast 1/4 of the Northeast 1/4 of said Section 5; thence N 89° 30' 29" W, along said North Boundary Line a distance of 379.54' to the Point of Beginning (POB); thence N 89° 30' 29" W, along the North Line of said Section 5, 166.00'; thence S 00° 36' 45" W, 50.00'; thence S 89° 30' 29" E, 166.00'; thence N 00° 36' 45" E, 50.00' to the Point of Beginning (POB).

Containing 0.19 acres more or less.

**EXHIBIT D  
PRIVATE EASEMENTS OWNERS**

<b>PARCEL</b>	<b>OWNER<sup>2</sup></b>
23831-001-00	FLORIDA SECURE STORAGE OF OCALA LLC
23831-001-01	KNEEPEL JAMI L
23831-001-02	SWEZEY WALLACE
23831-001-03	FLORIDA SECURE STORAGE OF OCALA LLC
23831-003-03	LOPEZ PAOLA
23831-004-00	GALATOLO DOMENICK
23831-005-00	RLR INVESTMENTS LLC
23831-101-03	MILLER DORIS M

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<sup>2</sup> Where there are multiple owners, only the first owner's name is listed here.