

This Instrument Prepared by:
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1531 SE 36th Avenue
Ocala, FL 34471



Certified A True Copy
of 37 page document
this 4 day of MAY 2022
GREGORY C. HARRELL
Clerk of Court and Comptroller
By [Signature] D.C.

Record and Return to:

AGREEMENT CONCERNING ROAD CONSTRUCTION AND DEVELOPMENT

THIS AGREEMENT CONCERNING ROAD CONSTRUCTION AND DEVELOPMENT is entered into this May 3, 2022 (the “Effective Date,” even though it may be executed on different dates), by and between:

- The following (each a “Developer,” and collectively, “Developers”):
 - Maro Investment Ocala LLC, a Florida limited liability company (“Maro”)
 - Marco Polo Builders, Inc., a Florida corporation (“Marco Polo”).
- Marion County, a political subdivision of the State of Florida (“County”).

WHEREAS:

- A. Maro owns the Maro Property.¹
- B. Marco Polo owns the Marco Polo Property.
- C. Maro has filed the Maro Zoning Application.
- D. Marco Polo has filed the Marco Polo Zoning Application.
- E. During public hearings on the Maro Zoning Application, concerns were raised about traffic on SW 20th Avenue Road including at its intersection with Highway 484.
- F. Marco Polo anticipates that the same concerns will be raised in connection with the Marco Polo Zoning Application.
- G. Marco Polo have offered to construct the Marco Polo Improvements pursuant to this Agreement to mitigate the concerns about traffic on SW 20th Avenue Road and to improve traffic flow on SW 20th Avenue Road and Highway 484.
- H. Maro has agreed to pay the Maro Contribution to assist in funding the Marco Polo Improvements.
- I. Developers and County enter into this Agreement to accomplish the foregoing as well as other matters.

¹ Terms capitalized in these Whereas paragraphs and not previously defined herein are defined in paragraph I below.

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NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Definitions.

- 1.1. *Access Easements* – One or more of Easement 1, Easement 2 or Easement 3 as depicted on the attached Exhibit C and to be conveyed by Marco Polo to County pursuant to paragraph 6.3.2.
- 1.2. *Access Easements ROW* – The real property to be encumbered by the Access Easements.
- 1.3. *Additional ROW* – The ROW required for the Road Project to be obtained by or on behalf of County, including Additional ROW at the intersection of Highway 484 and Road A.
- 1.4. *Agreement* – This Agreement Concerning Road Construction and Development, as the same may be subsequently amended, modified or supplemented.
- 1.5. *Closing* – The closing of the conveyance of the Marco Polo ROW to County pursuant to this Agreement including paragraph 6.
- 1.6. *Commencement of Development* – Initiation of any of the following actions with respect to the Marco Polo Parcel shall constitute the “Commencement of Development” for such portion: issuance of a building permit or site plan approval for the construction of any vertical improvements (including residential units) within the Marco Polo Parcel. Permits for site clearing or for the construction of horizontal improvements, or approval of conceptual plans, final plans, construction plans or plats for the construction of improvements on the Marco Polo Parcel, shall not constitute “Commencement of Development.”
- 1.7. *Conceptual Sketch* – The sketch shown on attached Exhibit C which depicts thereon the approximate locations and designations of the Marco Polo Improvements and the Marco Polo ROW. The Conceptual Sketch does not depict the final location of the Marco Polo Improvements. The final location for the Marco Polo Improvements will be developed during the design and permitting phase of the Road Project.
- 1.8. *Construct* (regardless of whether the terms is capitalized) – When used in the context of the construction of Marco Polo Improvements: (a) the design, permitting and construction of the Marco Polo Improvements; (b) dedication or conveyance to County of all Marco Polo ROW; and (c) procurement of all necessary approvals or permits from all applicable Governmental Authorities.
- 1.9. *Constructing Party* – Any Party designing, permitting or constructing all or any part of the Marco Polo Improvements as permitted by paragraph 2.2
- 1.10. *County* – Marion County, Florida, a political subdivision of the State of Florida.
- 1.11. *County Code* – The “Marion County Code” as defined in Section 1-1 of the County Code, as the same may be subsequently amended, modified or supplemented.
- 1.12. *County Commission* – The Board of County Commissioners of Marion County, Florida.

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- 1.13. *County Impact Fee Ordinance* – The “Marion County Impact Fee Ordinance for Transportation Facilities” as defined and codified in Chapter 10, Article XI of the County Code.
- 1.14. *County LDR* – County’s “Land Development Code,” as adopted by County Ordinance No. 13-20, as defined in Section 1.1.1 of such Code, and as the same may have been and may hereafter be subsequently amended, modified or supplemented.
- 1.15. *County Laws* – One or more of the County Code or County LDR.
- 1.16. *County Representative* – The County Administrator, any Assistant County Administrator or the County Engineer.
- 1.17. *Developer Parcels* – One or more of the Marco Polo Parcel or Maro Parcel.
- 1.18. *Developer Project* – The development of the Maro Parcel by Maro, or of the Marco Polo Parcel by Marco Polo, and all related infrastructure required to market and use such Parcels thereof, as such development is contemplated under the terms of this Agreement, and, as applicable, the Maro Approvals, or the Marco Polo Approvals. The phrase may be preceded by the name of the Parcel upon which the Developer Project will be constructed; for example, the “Maro Developer Project” refers to the Developer Project to be constructed on the Maro Parcel. The term “Developer Project” shall include all procurement of all necessary approvals or permits from all applicable Governmental Authorities; design, permitting and construction of all horizontal improvements necessary for the development of the Parcel; and, if required, platting of the Parcel.
- 1.19. *DRA or DRAs* – One or more drainage retention facilities (ponds) which will be constructed in order to provide stormwater retention capacity for the Marco Polo Improvements and existing roads, and, to the extent capacity is available, for any proposed roads contemplated by this Agreement.
- 1.20. *FDOT* – The Florida Department of Transportation or its successor.
- 1.21. *Governmental Authority* – Any governmental agency, entity, department, or other governmental organization of any nature whatsoever which has regulatory authority over, or must issue approvals or permits for the completion of, the Road Project, the Developer Project, or any portion of the foregoing.
- 1.22. *Impact Fees* – Impact fees due under the County Impact Fee Ordinance. Because this Agreement concerns transportation impact fees only, this phrase does not apply to any other impact fees, or similar charges, assessed under the County Laws, including water and sewer capital charges.
- 1.23. *Impact Fee Credits* – Credits against Impact Fees to be provided to Developers under this Agreement, including under paragraph 15.
- 1.24. *Interchange Improvements* – The proposed improvements to the interchange of State Road 484 and Interstate 75 to be made by or on behalf of FDOT, Project No.: 433651-1.
- 1.25. *Marco Polo Approvals* – The County’s approval, on October 19, 2021, of Ordinance No. 21-30 that assigned the Property a planned unit development (“PUD”) zoning classification

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for the development of the Property, subject to the execution of this Agreement, as such ordinance or approval may be hereafter amended, or supplemented pursuant to additional amendments to the Comprehensive Plan or PUD zoning.

- 1.26. *Marco Polo Improvements* – The Improvements to be undertaken by Marco Polo pursuant to this Agreement including the Road Improvements, and the Stormwater Management System.
- 1.27. *Marco Polo Parcel* – The real property owned by Marco Polo and described in the attached Exhibit A.
- 1.28. *Marco Polo ROW* – ROW owned by Marco Polo, i.e., the Road ROW, the Stormwater ROW, and the Access Easements ROW, i.e., all ROW other than the Additional ROW.
- 1.29. *Maro Approvals* – The County’s approval, on October 19, 2021, of Ordinance No. 21-30 that assigned the Property a planned unit development (“PUD”) zoning classification for the development of the Property, as such ordinance or approval may be hereafter amended, or supplemented pursuant to additional amendments to the Comprehensive Plan or PUD zoning.
- 1.30. *Maro Contribution* – The contribution to be made by Maro pursuant to this Agreement and as further set forth in paragraph 11.
- 1.31. *Maro Parcel* – The real property owned by Maro and described in the attached Exhibit B.
- 1.32. *Parcel or Parcels* – One or more of the Parco Polo Parcel or Maro Parcel.
- 1.33. *Party or Parties* – As applicable, Marco Polo, Maro or County.
- 1.34. *Permits* – All permits necessary for the construction of the Marco Polo Improvements.
- 1.35. *Plans* – The final completed and approved plans for the construction of the Marco Polo Improvements, including all related Stormwater Management System improvements, which will be prepared for Marco Polo by Developer Project Engineer. When completed and approved by County and any other applicable regulatory Governmental Authority the Plans shall, by this reference, be considered incorporated into the terms of this Agreement. The term “Plans” shall also include all permits or other approvals issued by any applicable Governmental Authority regarding the Marco Polo Improvements.
- 1.36. *Project Engineer* – The engineering firm or firms retained to design, permit or perform obligations concerning the Marco Polo Improvements hereunder. As of the Effective Date, Project Engineer is Tillman & Associates Engineering, LLC.
- 1.37. *Road Improvements* – The Marco Polo Improvements concerning roads and streets defined in paragraph 3.
- 1.38. *Road Project* – The design, permitting and construction of the Marco Polo Improvements by Marco Polo hereunder, and the acquisition by County of the Additional ROW.

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- 1.39. *Road ROW* – The ROW owned by Marco Polo and required for construction of the Marco Polo Improvements (as opposed to for the construction of the Stormwater Management System).
- 1.40. *Roads* – One or more of Road A, Road B, or Road C.
- 1.41. *ROW* – The right-of-way required for the Marco Polo Improvements which are the subject of this Agreement, including all land required for Stormwater Management System for the Improvements, also including any required easements, temporary easements, construction easements, temporary construction easements, crossing easements, or other contractual rights or licenses required to facilitate the construction, modification, repair and operation of the Marco Polo Improvements or otherwise to be conveyed by Marco Polo to County under this Agreement. For purposes of this Agreement, the ROW consists of:
- 1.41.1. Road ROW.
 - 1.41.2. Stormwater ROW.
 - 1.41.3. Access Easements ROW.
 - 1.41.4. Additional ROW.
- 1.42. *ROW Value* – The fair market value of the Marco Polo ROW as set forth in paragraph 4.1.2.
- 1.43. *Stormwater* – Surface water or stormwater runoff (regardless of whether the term is capitalized), to be managed pursuant to the Stormwater Management System.
- 1.44. *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 Marco Polo 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, and may be designated and constructed to operate as shared facilities as set forth in paragraphs 7.2.2 and 10.
- 1.45. *Stormwater ROW* – The easements or other property interests to be conveyed to County to facilitate the construction and operation of the Stormwater Management System to provide stormwater management for the Road Project and the future construction of Transportation Facilities by County in the Access Easements. This definition includes any DRA locations, outfall pipe easements, stormwater transmission easements, or other property rights necessary for the construction, maintenance and operation of the final Stormwater Management System as permitted by the Water Management District, if lying outside the boundaries of the Road ROW.
- 1.46. *Substantial Completion* – Substantial completion of the Marco Polo Improvements or the Interchange Improvements as evidenced by: (a) as to the Marco Polo Improvements, a certificate from Marco Polo’s engineer certifying that the Marco Polo Improvements have been constructed pursuant to the approved Plans and any Permits therefor; or (b) as to the Interchange Improvements, an acknowledgement, statement or communication by FDOT

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confirming that the Interchange Improvements have been completed, or the opening of the Interchange Improvements for full use by traffic.

- 1.47. *Transportation Facilities* – All roads, streets, highways, intersections or similar facilities.
- 1.48. *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 Facilities to be constructed or improved under the terms of this Agreement.

A. Marco Polo Improvements

2. General Description of Marco Polo Improvements.

- 2.1. Generally. Subject to the limitations hereof, Marco Polo or, as and to the extent permitted hereby another Constructing Party, shall design, permit and construct the following being the Marco Polo Improvements:
 - 2.1.1. The Road Improvements as described in paragraphs 3 and 7.2.1.
 - 2.1.2. The Stormwater Management System as described in paragraph 7.2.2.
- 2.2. Other Constructing Party. Notwithstanding any provision of this Agreement, at any time prior to the date that Marco Polo commences the design, permitting or construction of any particular Marco Polo Improvement, County or Maro may elect to design, permit or construct such Marco Polo Improvements pursuant to the provisions of this paragraph 2.2.
 - 2.2.1. County or Maro shall provide notice of its election to design, permit or construct any Marco Polo Improvements by providing notice to all other Parties no less than one (1) month in advance of the electing party's commencement of the work it elects to perform.
 - 2.2.2. County or Maro may only elect to design and permit all Marco Polo Improvements; that is, County or Maro may not elect to design and permit only some Marco Polo Improvements.
 - 2.2.3. County or Maro may elect to construct parts of the Marco Polo Improvements but any election to construct Road A shall also require the electing party to perform the other Road Improvements set forth in paragraphs 3.1, 3.2, 3.6 and 3.7 and any necessary portions of the Stormwater Management System necessary to accommodate stormwater from the Road Improvements so constructed.
 - 2.2.4. If County or Maro elects to design and permit the Marco Polo Improvements, or to construct any portion thereof, the electing party shall promptly commence such activity and shall pursue completion with due diligence; any construction being performed by County or Maro shall be completed within eighteen (18) months after commencing construction. The Constructing Party shall provide notice to all other parties of the dates of its commencement and completion of any Marco Polo Improvements.

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3. **General Description of Road Improvements.** Marco Polo shall design, permit and construct the following (the “Road Improvements”); terms capitalized and italicized in this paragraph 3 shall refer to the designation thereof on the Conceptual Sketch and shall hereafter have the definitions set forth herein:
 - 3.1. Removal of the *Existing Curve*.
 - 3.2. Construction of *Road A* including modification of the *Road A Entrance* and construction of the *Road A Extension*, subject to the requirements relating to Additional ROW as set forth in paragraph 9 hereof.
 - 3.3. Construction of *Road B*.
 - 3.4. Construction of *Road C*.
 - 3.5. Conveyance to County of *Easement 1*, *Easement 2* and *Easement 3* for later construction of Transportation Facilities by, or at the direction of, County as set forth in greater detail in paragraph 6.3.2.
 - 3.6. The modification of the traffic signal at the intersection of the *Road A Entrance* and Highway 484 to accommodate the Marco Polo Improvements to be constructed on *Road A*.
 - 3.7. Construction of the proposed turn-lane for east bound traffic on Highway 484 to turn right (south) onto *Road A*.
 - 3.8. Construction of the proposed turn-lane for east bound traffic on Highway 484 to turn right (south) onto *Road C*.
 - 3.9. Construction of the proposed turn-lane for west bound traffic on Highway 484 turning left (south) into *Road C*.
4. **Title Insurance.**
 - 4.1. Issuance of Title Insurance Title Commitment.
 - 4.1.1. Within one (1) month after the Effective Date, Marco Polo shall, at its expense, obtain and deliver to County a title insurance commitment (the “Initial Commitment”) and, within thirty (30) days after the Closing, a title insurance policy (the “Title Policy”) in an amount equal to the ROW Value.
 - 4.1.2. For purposes of the Initial Commitment, the ROW Value shall be determined by multiplying the per acre value (calculated to nearest 1/100 of an acre) of the ROW as determined by the most recent valuation of the Marion County Property Appraiser, by the estimated number of acres included in the ROW. The amount of such insurance shall be modified based upon the determination of the exact acreage of the ROW by the Survey. Such amount is for purposes of the Title Policy only, and is not determinative of the fair market value of the Marco Polo ROW for purposes of paragraph 15.2.2.

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- 4.1.3. The Initial Commitment shall be accompanied by legible copies of all documents which it references. The Title Commitment and the Title Policy, when issued, shall be issued by a title insurance company (the "Title Insurance Company") authorized to issue title insurance policies in Florida. As the Parties do not currently have legal descriptions for the Marco Polo ROW, the Initial Commitment may be based upon the description of the entire Marco Polo Parcel.
- 4.2. Permitted Exceptions. The Initial Commitment shall evidence that Marco Polo is vested with fee simple title to the Marco Polo ROW, free and clear of all liens, encumbrances, exceptions, and qualifications whatsoever, except: (1) those that will not interfere with Marco Polo's construction of the Marco Polo Improvements or the use thereof by the public, as determined by County in its reasonable discretion (the "Permitted Exceptions"); and (2) those which shall be discharged by Marco Polo prior to the Closing.
- 4.3. Examination of Title Commitment by County. County shall have fifteen (15) business days after receipt of the Initial Commitment to examine it. If the Initial Commitment fails to meet the requirements of paragraph 4.2, County shall notify Marco Polo by the end of such time period, specifying the liens, encumbrances, exceptions, qualifications, or other matters listed in the Initial Commitment that are not Permitted Exceptions (any such liens, encumbrances, exceptions, qualifications, or other matters being referred to below as "Title Defects"); County need not object to any matters that must be discharged by Marco Polo at or before the Closing. If County fails to notify Marco Polo of any Title Defects within the required time period, then County shall be deemed to have accepted the Initial Commitment and the title to the Marco Polo ROW as evidenced thereby.
- 4.4. Curative Period. Marco Polo shall have one (1) month after notice from County specifying the Title Defects within which to eliminate or cure them. Marco Polo shall use good faith, diligent efforts to timely eliminate or remove from the Initial Commitment or cure the Title Defects, including the bringing of necessary suits. If any title matters arise after the Initial Commitment's effective date and prior to the Closing that are not contemplated as Permitted Exceptions under this Agreement (other than those that arise based upon actions of County or with the consent of County) and County objects to them by notice to Marco Polo before the Closing, then such matters shall be treated as Title Defects under this Agreement, and the Closing may be extended for up to sixty (60) days to allow Marco Polo sufficient time to eliminate or cure such Title Defects. If Marco Polo is not successful in eliminating or curing the Title Defects within the time period provided therefor, County may:
- 4.4.1. Accept the title as it then is, thereby waiving all objections to the Title Defects; or
- 4.4.2. Terminate this Agreement whereupon Marco Polo and County shall be released from all liabilities and obligations under this Agreement. No termination of this Agreement under this paragraph 4.4.2 shall: terminate Maro's obligation to pay the Maro Contribution pursuant to paragraphs 11 and 12 of this Agreement; obligate County to return the Maro Contribution to Maro; deprive Maro of Impact Fee Credits under paragraph 15.2.1; or adversely affect the Maro Approvals.
- 4.5. Updated Commitment. Within one month after the determination of the legal descriptions for the Marco Polo ROW pursuant to the Survey, Marco Polo shall, at its expense, obtain and deliver to County an updated title insurance commitment (the "Updated Commitment")

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containing the legal descriptions of the Marco Polo ROW. The provisions of paragraphs 4.3 through 4.4 shall apply concerning the Updated Commitment.

- 4.6. Closing Affidavits. At the Closing, Marco Polo shall provide all evidence, affidavits, and other documentation reasonably required such that the Title Policy when issued shall not contain the so-called “standard exceptions” for rights of parties in possession, matters of survey, unrecorded easements, and construction liens. The Title Policy when issued will contain an exception for the current year’s taxes and taxes for subsequent years, unless the Closing takes place in November or December, in which case the exception for taxes shall be for the year following the Closing and subsequent years.
 - 4.7. Deletion of Standard Exceptions. At the Closing, Marco Polo shall cause the Title Insurance Company to delete from the Updated Commitment, by endorsement or by “marking up” the Updated Commitment, all requirements listed in Part I of Schedule B of the Updated Commitment, the so-called “gap” exception, and the standard exceptions (to the extent described in the paragraph 4.6).
5. **Surveys.**
- 5.1. Marco Polo shall, at Marco Polo’s expense, procure and provide to County, a boundary survey of the Marco Polo ROW (the “Survey”) within nine (9) months after the Effective Date.
 - 5.1.1. The Survey shall specifically locate and delineate the Road A ROW, Road B ROW Road C ROW, Easement 1, Easement 2, Easement 3 and portions of the Marco Polo Parcel upon which the Stormwater Management System shall be constructed.
 - 5.1.2. The Survey may relocate Easement 1, Easement 2 and Easement 3 as agreed to between Marco Polo and County based upon Marco Polo’s development plans and County’s interconnectivity requirements.
 - 5.1.3. The Survey shall be prepared by a licensed surveyor selected by Marco Polo and approved by County, which approval shall not be unreasonably withheld, conditioned or delayed. The Survey shall be certified to both Marco Polo and County, and shall be subject to the review and reasonable approval of County.
 - 5.2. Following completion of the Marco Polo Improvements, the Constructing Party that built such Marco Polo Improvements shall provide to County an as-built survey of such Marco Polo Improvements, for approval by County.
6. **Conveyance of Marco Polo Row; Closing.** Marco Polo shall convey the Marco Polo ROW to County as follows at one or more closings (each a “Closing”) as follows:
- 6.1. Within fifteen (15) days after County’s approval of the Survey of the Marco Polo ROW pursuant to paragraph 5.1.3, Marco Polo shall convey the title to the Road A ROW, and that part of the Road B ROW between Road A and the commencement of the Existing Curve to County pursuant to instruments described in paragraph 6.3, subject only to: (a) the current year’s taxes and taxes for subsequent years, unless the Closing takes place in November or December, in which case the exception for taxes shall be for the year following the Closing and subsequent years; and (b) the Permitted Exceptions.

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- 6.2. Within twenty-four (24) months after County's approval of the Survey of the Marco Polo ROW pursuant to paragraph 5.1.3, Marco Polo shall convey the title to all Marco Polo ROW not yet conveyed to County pursuant to instruments described in paragraph 6.3, subject only to: (a) the current year's taxes and taxes for subsequent years, unless the Closing takes place in November or December, in which case the exception for taxes shall be for the year following the Closing and subsequent years; and (b) the Permitted Exceptions
- 6.3. At the appropriate Closing, Marco Polo shall:
- 6.3.1. Convey the Road ROW to County in fee simple by Special Warranty Deed.
- 6.3.2. Convey the Access Easements ROW pursuant to one or more grants (each an "Access Easement Grant") pursuant to which Marco Polo grants to County an access easement over Easement 1, Easement 2 and Easement 3. The Access Easement Grant shall:
- a. Permit County to construct, or to direct the construction of, Transportation Facilities within the Easements.
 - b. Permit Marco Polo to relocate Easement 1 to a different location on the Marco Polo Parcel if County has not constructed any Transportation Facilities in Easement 1 and the new location provides substantially equivalent access between Road C and the western boundary of the Marco Polo Parcel, as determined by County in its reasonable discretion.
 - c. Be in form and substance acceptable to Marco Polo and County in their reasonable discretion
- 6.3.3. Convey the Stormwater ROW pursuant to appropriate drainage releases, flowage easements, and easements for transmission and storage of stormwater runoff (a "Stormwater Easement Grant") from the Road ROW and Access Easements ROW into the Stormwater Management System (including DRAs) being constructed as part of the Marco Polo Improvements. The form and substance of the Stormwater Easement Grant shall be acceptable to Marco Polo and County in their reasonable discretion.
- 6.4. County hereby agrees that upon conveyance of the Road A ROW and Completion of that portion of the Marco Polo Improvements allowing the portion of the *Existing Curve* to be closed and replaced by the Marco Polo Improvements in the Road A ROW, County shall thereafter immediately make application for the abrogation of the *Existing Curve* (being any portion of the current right of way closed and no longer used in connection with the Marco Polo Improvements lying east of the current ROW of SW 20th Avenue Road). Marco Polo acknowledges that such application is subject to provisions of applicable law and that County may not guaranty in this Agreement that the Existing Curve shall be abrogated. If the Existing Curve is abrogated, the Existing Curve shall vest in the abutting fee owners in accordance with Section 336.12, Florida Statutes.

7. Design and Permitting.

- 7.1. Prior to the commencement of the Marco Polo Improvements, the Constructing Party shall, at Constructing Party's sole cost and expense, design and permit the Marco Polo Improvements.
- 7.2. Constructing Party will design the Marco Polo Improvements as follows:
 - 7.2.1. The Road Improvements shall be designed generally consistent with the Conceptual Sketch and other information set forth on the Conceptual Sketch including the number of lanes and width of the Roads, subject to the conditions set forth in paragraph 9 hereof. The Parties acknowledges that County has not had the opportunity to confirm that the Road Improvements as set forth on the Conceptual Sketch are adequate, and therefore the design of the Road Improvements may differ from that shown on the Conceptual Sketch. The design may further differ from the Conceptual Sketch as needed to accommodate the Marco Polo Developer Project, and as otherwise agreed to by Marco Polo and County.
 - 7.2.2. The Stormwater Management System shall be designed to accommodate all stormwater from the Road ROW and from anticipated Transportation Facilities to be constructed by, or at the direction of, County in the Access Easements. Further, if so elected by Marco Polo, the Stormwater Management System shall be designed to accommodate all Stormwater from the Development Project to be constructed on the Marco Polo Parcel; see paragraph 10 concerning additional provisions if Marco Polo elects the foregoing.
- 7.3. Constructing Party shall prepare and submit to County the Plans for approval by County pursuant to the County Laws prior to commencing construction of the Marco Polo Improvements. If Constructing Party is either Maro or Marco Polo, Constructing Party shall simultaneously with its submittal of the Plans to County, provide a copy of the Plans to the other Party. If Maro is the Constructing Party, the Plans shall be subject to the prior approval of Marco Polo, which approval shall not be unreasonably withheld.
- 7.4. Constructing Party shall obtain all Permits necessary for the construction of the applicable portion of the Marco Polo Improvements. County consents to such Permits being in the name of County and/or Constructing Party, and County shall cooperate with Developer in connection with the permitting process. Constructing Party shall provide to the other Parties copies of all Permits it obtains.
- 7.5. The foregoing notwithstanding, if either County or Maro desires to exercise its rights to construct any applicable portion of the Marco Polo Improvements pursuant to paragraph 2.2, and the Plans have not been approved or Permits obtained for such portion, then the exercising party shall be responsible for applicable design and permitting.

8. Construction of Marco Polo Improvements.

- 8.1. Subject to paragraph 9 hereof, Marco Polo, or pursuant to paragraph 2.2, County or Maro as Constructing Party, shall construct the Marco Polo Improvements (i.e., the Road Improvements and the Stormwater Management System), in accordance with the Plans and in accordance with all Permits issued by applicable Governmental Authorities and the following.

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- 8.2. As set forth in paragraph 2.2, County or Maro may elect to construct portions of the Marco Polo Improvements pursuant to the provisions thereof. Therefore, the following provisions of this paragraph 8 refer to the Constructing Party constructing the Marco Polo Improvements; absent an election by County or Maro to perform such construction pursuant to paragraph 2.2, "Constructing Party" shall be deemed to refer to Marco Polo.
- 8.3. Constructing Party shall procure competitive bids from no less than three (3) qualified general contractors for the construction of the Marco Polo Improvements being constructed by the Constructing Party. Prior to issuance of bid packages to contractors from whom bids will be solicited, the bid package must be reviewed and approved by County, which approval shall not be unreasonably withheld, conditioned or delayed. The schedule of general contractors from whom bids will be solicited shall be determined by the Constructing Party, subject to approval of the schedule by County (which approval shall not be unreasonably withheld). Constructing Party shall have the right, upon receipt and review of bids submitted, to negotiate with a bidding contractor for an adjustment in the bid amount submitted by that contractor, provided that such negotiations result in a reduction of the bid amount from the contractor that does not reduce the quality and functional life of the Marco Polo Improvements, and that is lower than the lowest bid. Upon receipt of the initial bids Constructing Party shall provide copies of all bids received to other Parties, and shall notify County of the initiation of any negotiations with a bidding contractor.
- 8.4. Prior to Constructing Party entering into a Construction Contract with the selected general contractor (the "Contractor"), the other Parties shall review and agree in writing on the contract price and County shall in writing authorize Constructing Party to enter into the Construction Contract with the Contractor. The terms of the Construction Contract shall be subject to prior review and approval (which approval shall not be unreasonably withheld, conditioned or delayed) by County. Constructing Party shall provide a copy of the executed Construction Contract to the other Parties.
- 8.5. Constructing Party shall, at its cost, have its Project Engineer provide the following construction administration services during construction of any portion of the Road Project:
 - 8.5.1. Prepare the final bid package, subject to prior review and approval by County.
 - 8.5.2. Review submitted bids and provide an analysis of submitted bids to County and Marco Polo.
 - 8.5.3. Review the proposed Construction Contract and any other agreements applicable to the Contract with the Contractor.
 - 8.5.4. Review requested change orders from Contractor, and submit proposed change orders (with analysis thereof) to County and Constructing Party (if other than County).
 - 8.5.5. Certify approved draw requests to Constructing Party.
- 8.6. There shall be included in the bid package, and in the Construction Contract with the Contractor, a requirement that the Contractor retain licensed civil engineers to prepare the final "as-built" plans (in paper and electronic formats) for the Marco Polo Improvements, with certifications of the as-builts to County and Marco Polo.

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- 8.7. Subject to paragraph 9 below, Marco Polo shall commence construction of any portion of the Road Project that County or Maro have not commenced construction thereof as Constructing Party, no later than the date of the commencement of any vertical improvements on the Marco Polo Parcel, thereafter pursue completion with due diligence, and complete any then remaining portions of the Marco Polo Improvements within 18 months after commencing construction. Marco Polo shall provide notice to Maro and County of the dates of its commencement and completion of the remaining portion of Marco Polo improvements.
 - 8.8. All applicable Marco Polo Improvements constructed by a Constructing Party other than County shall be warranted for one (1) year from the date of acceptance by County through a bill of sale.
 - 8.9. After a Constructing Party has completed the construction of all or a portion of the Marco Polo Improvements, and transferred ownership, title and control of them to County, County shall execute and deliver to Marco Polo and Constructing Party (if other than Marco Polo) a recordable instrument acknowledging that the applicable Marco Polo Improvements have been constructed and accepted by County, and that ownership, title and control of the Marco Polo Improvements has been conveyed to County consistent with the provisions of paragraph 6. By approving this Agreement, the Board of County Commissioners of Marion County, Florida, authorizes the County Representative, or any written designee of the foregoing, to execute and deliver the foregoing instrument.
 - 8.10. Except to the extent that this paragraph 8 specifically refers to a Constructing Party other than Marco Polo, any provisions of this paragraph 8 relating to the construction of all or any portion of the Marco Polo Improvements being constructed by the Constructing Party shall apply to any Constructing Party as it relates to those applicable portion(s) of the Marco Polo Improvements being constructed by the Constructing Party.
9. **Condition.**
- 9.1. In addition to those other condition precedent set forth herein, any obligation of the Parties to construct the Road A Entrance is conditioned upon the following:
 - 9.1.1. The occurrence of either of the following (the "ROW Condition") within one (1) year after the Effective Date: (a) determination by the Project Engineer that County owns all ROW necessary for the construction of the Road A Entrance; or (b) if the Project Engineer determines that the County does not own all such ROW, County acquires such ROW as Additional ROW.
 - 9.1.2. County shall use good faith efforts to acquire any Additional ROW from third parties in order for the ROW Condition to occur and shall, if necessary, condemn such ROW. In connection with the foregoing, County acknowledges and agrees that the acquisition of such Additional ROW is for a valid public purpose. In the event that County is required to condemn such ROW, County and Marco Polo shall amend this Agreement to extend the time for Marco Polo to construct the components of the Marco Polo Improvements for which the ROW is being condemned and to extend the time for County to acquire the Additional ROW by condemnation or otherwise.

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- 9.2. If any condition set forth in paragraph 9.1 does not occur as and when required by paragraph 9.1.1:
- 9.2.1. Marco Polo may extend the time period for it to complete the Marco Polo Improvements for which the condition does not occur by a reasonable time in order to accomplish such condition.
- 9.2.2. If Marco Polo determines, in its reasonable discretion, that any such condition is unlikely to occur during such extension period, Marco Polo's obligation to construct the Road A Entrance shall be modified to relieve Marco Polo from its obligation to construct any of the Road A Entrance that is not feasible based upon County's inability to obtain the Additional ROW; for example, and without limitation, if Marco Polo is only able to construct three lanes instead of four lanes in the Road A Entrance, Marco Polo's obligation shall be modified accordingly. Such termination shall concern only the Road A Entrance, and Marco Polo shall remain obligated to construct all such other Marco Polo Improvements. Marco Polo shall nonetheless be entitled to Impact Fee Credits for any costs incurred by Marco Polo in designing and permitting the Road A Entrance.

10. Stormwater Management System.

- 10.1. Limitation on Paragraph. This paragraph 10 applies only if the Stormwater Management System is designed and permitted to accommodate surface water and stormwater from the Road Project and the Developer Project to be constructed on the Marco Polo Parcel.
- 10.2. Modification or Relocation of Stormwater Management System. Following the construction of the Stormwater Management System, Marco Polo may modify or relocate the Stormwater Management System pursuant to the provisions of this paragraph 10.2.
- 10.2.1. The modification or relocation must permit at least the same degree of Stormwater treatment, and the same quantity of Stormwater retention, as does the Stormwater Management System before the modification or relocation.
- 10.2.2. Prior to modifying or relocating the Stormwater Management System, Marco Polo shall submit its plans and specifications thereof to County for approval, which shall not be unreasonably withheld, delayed or conditioned.
- 10.2.3. During modification or relocation of the Stormwater Management System, Marco Polo shall take all action reasonably necessary to ensure that County may continue to transmit to, and retain its Stormwater in the existing Stormwater Management System or into such other location as approved by the Stormwater Management System Permit.
- 10.2.4. In the event that the Stormwater Management System is relocated, Marco Polo shall obtain a survey containing a new legal description of the new location of the Stormwater Management System, subject to approval by County in its reasonable discretion, and the parties shall thereafter file an amendment to this Agreement, or if the Stormwater ROW has already been conveyed, the parties shall execute and record additional instruments:

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- a. Releasing the real property originally included in the Stormwater ROW (except to the extent that it is included in the new location for the Stormwater Management System); and
- b. Providing that the Stormwater ROW constitutes, for purposes of this Agreement, the new location of the Stormwater Management System.

10.2.5. Marco Polo shall undertake all activities permitted by this paragraph 10.2 at its sole cost and expense and shall obtain, from all Governmental Authorities with jurisdiction (including the Water Management District), all required permits.

10.3. Modification of Stormwater Management System Concerning Access Easements.

10.3.1. This paragraph 10.3 applies only if County hereafter constructs, or causes to be constructed, Transportation Facilities within Easements 2 and 3, and such Transportation Facilities interfere with, or require a modification to, the Stormwater Management System as initially constructed by Marco Polo. In such event, County may modify or relocate the Stormwater Management System pursuant to the provisions of this paragraph 10.3.

- a. The modification or relocation must permit at least the same degree of Stormwater treatment, and the same quantity of Stormwater retention, as does the Stormwater Management System before the modification or relocation.
- b. During modification or relocation of the Stormwater Management System, County shall take all action reasonably necessary to ensure that Marco Polo may continue to transmit to, and retain its Stormwater in the existing Stormwater Management System or into such other location as approved by the Stormwater Management System Permit.
- c. County shall undertake all activities permitted by this paragraph 10.3 at its sole cost and expense and shall obtain, from all Governmental Authorities with jurisdiction (including the Water Management District), all required permits.

10.4. Maintenance.

10.4.1. Marco Polo shall, at its initial expense, maintain the Stormwater Management System as required by all government authorities with jurisdiction over the Stormwater Management System.

10.4.2. County will reimburse Marco Polo for a portion (the "Stormwater Management System Reimbursement Percentage") of the reasonable costs and expenses associated with any damage caused by sink holes or other catastrophic occurrences.

10.4.3. The Stormwater Management System Reimbursement Percentage shall equal the percentage that the impervious surface located on the County ROW and Access Easements ROW bears to the total of the impervious surface on all property that currently convey stormwater into the Stormwater Management System as

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identified in the permit issued by the Water Management District for the Stormwater Management System.

- 10.4.4. If the quantity of Stormwater being transmitted into the Stormwater Management System is hereafter modified (including through alterations to impervious improvements), the Stormwater Management System Reimbursement Percentage shall be recalculated using the formula set forth in paragraph 10.4.3.
- 10.4.5. Marco Polo will submit invoices to County concerning the amount owed, including the calculation of the Stormwater Management System Reimbursement Percentage and County will pay Marco Polo the amount owed within thirty (30) days thereafter.
- 10.4.6. In lieu of one or more of the foregoing provisions of this paragraph 10.4, County may require that a municipal service benefit unit (“MSBU”) be established for the maintenance of the Stormwater Management System, in which event the MSBU shall establish a method for County to contribute the Stormwater Management System Reimbursement Percentage to the MSBU, and County and Marco Polo will enter into an amendment to this Agreement concerning such maintenance under the MSBU.

B. Maro Contribution

11. **Maro Contribution.** Maro agrees to make the Maro Contribution to partially fund the Marco Polo Improvements in the amount of \$500,000.00.
12. **Form of Payment.** The Maro Contribution shall be paid by Maro to County within one (1) month of the Effective Date of this Agreement as follows, in its sole election:
 - 12.1. By check, wire transfer, or other immediate funds.
 - 12.2. By providing to County a letter of credit (the “Letter of Credit”) complying with the following:
 - 12.2.1. The Letter of Credit shall be in the amount of the Maro Contribution.
 - 12.2.2. The Letter of Credit shall provide that County may demand on the Letter of Credit if Maro does not pay the amount of the Maro Contribution in cash or other immediately available funds, within one (1) month after the earlier of the following:
 - a. The date that Constructing Party commences construction of any Marco Polo Improvements; or
 - b. The date that County provides notice to Maro that Marco Polo has defaulted under this Agreement by failing to convey the ROW as and when required by paragraph 6.
 - 12.2.3. In the event the Letter of Credit has an expiration date, Maro shall renew the Letter of Credit so it remains effective until a date that is six months after commencement of construction of the Marco Polo Improvements. Maro shall provide County with

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proof of such renewal at least thirty (30) days before the expiration of the Letter of Credit. In the event Maro fails to renew the Letter of Credit as and when required hereunder, County shall provide Maro with written notice of such default and, in the event, Maro thereafter fails to renew the Letter of Credit within ten (10) days of County's provision of such notice, County shall be entitled to demand payment under the Letter of Credit.

- 12.2.4. In the event the Letter of Credit is paid to County, County shall be entitled to retain the full amount of such payment and shall not be obligated to account to Maro for the payment. Maro shall nonetheless be entitled to Impact Fee Credits under this Agreement.
- 12.3. County shall pay the Maro Contribution to the Constructing Party (which for purposes of this paragraph 12.3 shall be deemed to refer to Marco Polo or Maro only, and not to County), as follows:
 - 12.3.1. If the Maro Contribution is paid by immediately available funds to County in accordance with paragraph 12.1, County shall remit payment to the Constructing Party within one (1) month after the Constructing Party has commenced construction of the Marco Polo Improvements.
 - 12.3.2. If Maro provides the Letter of Credit to County, Maro shall pay County the Maro Contribution as required by paragraph 12.2.2. Upon receipt of cleared funds, County shall immediately deliver the Maro Contribution to the Constructing Party and County shall thereafter take such steps reasonably required to cause the release of the Letter of Credit.
 - 12.3.3. If Maro fails to make payment as required by paragraph 12.3.2 (or if County has otherwise earlier demanded payment under the Letter of Credit), County shall make demand for payment under the Letter of Credit. County hereby agrees that it shall take all reasonable steps to enforce the Letter of Credit and compel payment in accordance with the terms thereof. In such event, County shall remit payment to the Constructing Party within one (1) month after the later of :
 - a. Commencement of construction of the Marco Polo Improvements; or
 - b. Receipt of payment by County under the Letter of Credit.
- 12.4. If County is the Constructing Party, and therefore the provisions of paragraph 12.3 do not apply, County may retain the Maro Contribution.
13. **Additional Condition Concerning Maro Development Project.**
 - 13.1. The Maro Approvals contained a number of conditions for the Development Project to be constructed on the Maro Parcel.
 - 13.2. Such conditions shall be deemed supplemented by the provisions of this paragraph 13.
 - 13.3. Maro may obtain certificates of occupancy for dwelling units to be constructed on the Maro Parcel pursuant to the following schedule:

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- 13.3.1. The first 200 upon Maro making the Maro Contribution pursuant to paragraph 11 (including pursuant to a Letter of Credit).
- 13.3.2. The final 600 upon the occurrence of both of the following:
 - a. Substantial Completion of the Interchange Improvements; and
 - b. The earlier of: (a) Substantial Completion of the Marco Polo Improvements; or (b) 18 months after commencement of construction of the Marco Polo Improvements.
- 13.4. Maro or County may request the foregoing schedule be accelerated based upon Maro's traffic study conducted in accordance with County requirements or if the FDOT Interchange Improvements are unexpectedly delayed.

C. Impact Fee Credits

14. **Not a Concurrency Development Agreement.** It is acknowledged by Developers that this Agreement shall not constitute a Concurrency Development Agreement under the provisions of the County's Concurrency Management System, codified in Division 8 of Article 1 of the County LDR.
15. **Impact Fee Credits.**
 - 15.1. Generally.
 - 15.1.1. Marco Polo and Maro are entitled to credits ("Impact Fee Credits") against the Impact Fee imposed by Section 10-322 of the County Impact Fee Ordinance pursuant to this Agreement and the following provisions of this paragraph 15.
 - 15.1.2. This Agreement constitutes a "written impact fee credit agreement" pursuant to Section 10-323 of the County Impact Fee Ordinance.
 - 15.2. Amount of Impact Fee Credits.
 - 15.2.1. Maro shall be entitled to Impact Fee Credits for the amount of the Maro Contribution. Such Impact Fee Credits shall be deemed earned when Maro has paid the Maro Contribution.
 - 15.2.2. Marco Polo shall be entitled to Impact Fee Credits for the Marco Polo ROW for any Marco Polo ROW pursuant to Section 10-323(d)(1) of the County Impact Fee Ordinance. Such Impact Fee Credits shall be deemed earned upon the closing of the conveyance of the Marco Polo ROW pursuant to paragraph 6.
 - 15.2.3. Any Constructing Party (other than County) shall be entitled to Impact Fee Credits for any portion of the Marco Polo Improvements constructed by it which shall be calculated as follows:
 - a. For the cost of any applicable Marco Polo Improvements, pursuant to Section 10-323(d)(2) of the County Impact Fee Ordinance. Constructing Party shall not be entitled to any Impact Fee Credits for the cost of the Marco Polo Improvements that consist of the portion of Road A north of

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the Road A Extension (as depicted on the Conceptual Sketch); the foregoing phrase does not apply to the modification of the traffic signal at the intersection of the *Road A Entrance* and Highway 484, the cost of which shall be eligible to Impact Fee Credits. Such Impact Fee Credits shall be deemed earned upon completion of the applicable Marco Polo Improvements.

- 15.3. Duration of Impact Fee Credits. The Impact Fee Credits shall expire twenty (20) years from the date this Agreement is recorded in the official records. For purposes of this paragraph 15.3, the Impact Fee Credits shall be considered used on a first in, first out, basis by the Developer owning such Impact Fee Credits.
- 15.4. Credits Against Proportionate Share Mitigation. Each Developer shall be entitled to use its Impact Fee Credits as payment of any proportionate share mitigation under Section 163.3180, Florida Statutes, and Section 1.8.7.B.(2) of the County CMS, to mitigate transportation impacts from its Developer Project.
- 15.5. Additional Provisions. In compliance with Section 10-323(f) of the County Impact Fee Ordinance (to the extent such compliance is not evidenced by other provisions of this Agreement), the following provisions shall apply:
 - 15.5.1. County finds that the construction or contributions contemplated by this Agreement are consistent with the Comprehensive Plan.
 - 15.5.2. The Maro Contribution, the performance by Marco Polo of the Marco Polo Improvements, and the contribution by Marco Polo of the Marco Polo ROW under this Agreement shall be construed and characterized as work done and property rights acquired by County for the improvement of a road within the boundaries of a public right of way, and County has the exclusive control of such construction or contributions (except to the extent they are to be performed by Marco Polo hereunder) including whether or not they are subsequently transferred to another governmental entity.
 - 15.5.3. Marco Polo shall keep or provide for the retention of adequate records and supporting documentation which concern or reflect total cost of the Marco Polo Improvements. Such information shall be available to County, or its duly authorized agent or representative for audit, inspection or copying for a minimum of 5 years from the termination or expiration of this Agreement.
 - 15.5.4. Each Impact Fee Credit shall run with the land for which the Impact Fee is being assessed and shall be reduced by the entire amount of the Impact Fee due for each building permit or site plan approval issued thereon until the Developer Project is either completed or all Impact Fee Credits are exhausted or no longer available.
 - 15.5.5. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors in interest to Parties, including, without limitation, successors in title to Maro or Marco Polo.
 - 15.5.6. County shall conduct an annual review under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement, and shall, upon request of Marco Polo or Maro, provide to Marco Polo

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or Maro the amount of Impact Fee Credits applied toward payment of Impact Fees, and the balance of available and unused Impact Fee Credits. If County finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by County.

- 15.5.7. The failure of this Agreement to address any permit, condition, term or restriction shall not relieve any Developer or its successor, of the necessity of complying with any law, ordinance, rule or regulation governing such permitting requirements, conditions, terms or restrictions.
- 15.5.8. County, Marco Polo and Maro shall negotiate in good faith to modify or revoke this Agreement as is necessary to comply with relevant state or federal laws, if state or federal laws are enacted after execution of the Agreement which are applicable to and preclude the Parties' compliance with the terms of this Agreement.
- 15.5.9. This Agreement may be amended or cancelled by mutual consent of the parties or by their successors in interest. For purposes of the foregoing any Developer Project which has been developed as contemplated by this Agreement and for which all Impact Fees have been paid (either monetarily or by Impact Fee Credit) shall not be required to join in any subsequent amendment.
- 15.5.10. Marco Polo or Maro shall cause this Agreement to be recorded in the Public Records of Marion County, Florida, within 14 days of the Effective Date thereof.
- 15.5.11. This Agreement establishes the time frame when the Impact Fee Credits become available.
- 15.5.12. Except where this Agreement contains a different deadline, all ROW shall be dedicated or conveyed to County no later than the time at which the Impact Fees are required to be paid under the County Impact Fee Ordinance. The portion of the Impact Fee represented by an Impact Fee Credit for construction of the Marco Polo Improvements shall be deemed paid when the Marco Polo Improvements are completed and accepted by County for maintenance.
- 15.5.13. The Impact Fee Credits granted under this Agreement are for construction or contributions made to the major road network system to accommodate growth within the respected road construction district under the County Impact Fee Ordinance where the impact generating land development activity is located.
- 15.5.14. The Impact Fee Credits shall run with the grantee thereof (either Marco Polo or Maro) or may be assigned by the holder to other developments, regardless of ownership, within the same road construction district under the County Impact Fee Ordinance.
- 15.5.15. All work contemplated to be done by either Developer under this Agreement shall be subject to all applicable County Risk Management Guidelines, which may include, without limitation, requirements for insurance and indemnification.

D. Miscellaneous

16. **No Joint and Several Liability.** Although Maro and Marco Polo are each referred to as a Developer and collectively as the Developers, neither is liable for the actions of the other. Rather, Maro's sole contribution shall be to make the Maro Contribution, and Marco Polo's sole obligation shall be to construct the Road Project and convey the Marco Polo ROW.
17. **Later Agreements Between Maro and Marco Polo.**
 - 17.1. Nothing set forth in this Agreement shall preclude Maro and Marco Polo from entering into one or more subsequent agreements (the "Inter-Developer Agreements") with each other concerning the design, permitting and construction of the Marco Polo Improvements including, without limitation, an Inter-Developer Agreement providing for Maro to design and permit the Marco Polo Improvements prior to the date that Marco Polo would otherwise do so.
 - 17.2. County shall not object to any such Inter-Developer Agreements, or to the performance by one Developer of the obligations of another Developer, provided that, as determined by County in its reasonable discretion, they do not interfere with the purposes of this Agreement or deprive the County of the benefits of this Agreement.
 - 17.3. Upon request of any party, the parties shall negotiate in good faith on one or more amendments to this Agreement necessitated by an Inter-Developer Agreement.
18. **Limitation on Scope of Agreement.**
 - 18.1. This Agreement concerns the matters expressly dealt with herein.
 - 18.2. Without limiting the foregoing, nothing set forth in this Agreement shall:
 - 18.2.1. Excuse Maro or Marco Polo from entering into any developer agreements concerning the development of a Developer Parcel as and to the extent required by the County Code or County LDR; or
 - 18.2.2. Excuse Maro or Marco Polo from performing any traffic study required by the County Code or County LDR and, in connection therewith, taking such further action, including, if necessary, entering into an agreement with County, concerning mitigation of any transportation deficiencies (by construction of improvements, proportionate share payments, or otherwise).
 - 18.2.3. Excuse Maro from complying with any condition or requirement imposed by County in connection with the Maro Approvals, or excuse Marco Polo from any condition or requirement imposed by County in connection with the Marco Polo Approvals, except to the extent this Agreement expressly satisfies such condition or requirement.

19. General Provisions.

19.1. Notices.

19.1.1. 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:

- a. If to County: Tracy Straub, Assistant County Administrator; email: Tracy.Straub@marionfl.org;
 - 1). With a copy to: Elton Holland, County Engineer; email: Elton.Holland@marionfl.org;
 - 2). With a copy to: Shawn Hubbuck, Right of Way Manager; email: Shawn.Hubbuck@marionfl.org;
- b. If to Marco Polo: Marco Polo Builders, Inc.; Attn: Katica Pavicic, President; 1720 SW 27th Place, Ocala, FL 34471; email: kpavicic@centurylink.net.
 - 1). With a copy to: Fred N. Roberts, Jr.; Klein & Klein, LLC; 40 SE 11th Avenue, Ocala, FL 34471; email: fred@kleinandkleinpa.com.
- c. If to Maro: Rock Cloutier, 132 Olivera Way, Palm Beach Gardens, FL 33418; email: marockem@hotmail.com.
 - 1). With a copy to: W. James Gooding III, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.

19.1.2. Each such Communication shall be deemed delivered:

- a. On the date of delivery if by personal delivery with signed receipt thereof;
- b. On the date of email transmission if by email (subject to paragraph 19.1.5); and
- c. 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.
- d. 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.

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- 19.1.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with paragraph 19.1.2.
- 19.1.4. 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.
- 19.1.5. Concerning Communications sent by email:
- a. 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;
 - b. 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;
 - c. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
 - d. 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
 - e. 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.
- 19.2. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Marco Polo, Maro or County in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, no Party shall have the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.
- 19.3. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any real property to the general public, or for any public use or purpose whatsoever. Any real property which may under the terms of this Agreement later may be designated for public use or purposes shall be conveyed by Marco Polo to County, as applicable. Except as herein specifically provided no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
- 19.4. Default Provisions.
- 19.4.1. The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement except as expressly set forth herein (e.g., in paragraph 4.4.2). However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.

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- 19.4.2. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.
- 19.4.3. No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy (including, without limitation, an action under Section 163.3243, Florida Statutes) arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written notice of default (a "Default Notice") (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) days' time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) days' time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.
- 19.4.4. In the event of a material default (as defined under Florida law) by a Developer with respect to its obligations to County under this Agreement, and failure of the defaulting Developer to cure the default within the grace period set forth above, in addition to any other remedies available to County under the terms of this Agreement, County shall be entitled to withhold issuance of additional development permits or authorizations for the Developer Project of the defaulting Developer until the default has been cured.
- 19.5. Estoppel Statements.
- 19.5.1. Each Party agrees that upon written request from time to time of any other Party it will timely issue 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 ("Estoppel Statement") stating:
- a. 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.
 - b. Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).
 - c. That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.
 - d. 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.

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- e. That, as to a Developer Project or as to a specific portion of a 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.
- 19.5.2. Such Estoppel 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 subject the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.
- 19.5.3. The Estoppel Statement shall be provided at no charge to the requesting party except that County may charge a reasonable fee (currently established at \$300.00) if Marco Polo or a Subsequent Marco Polo requests an Estoppel Statement.
- 19.6. Assignment.
- 19.6.1. All obligations of a Developer or any successor in title (a “Successor Titleholder”), under this Agreement shall be deemed assigned to any Successor Titleholder as to the portion of the Parcel conveyed to such Successor Titleholder provided that assignor and assignee have executed and recorded an instrument specifically referring to such assignment and this Agreement.
- 19.6.2. Any Successor Titleholder shall be bound only by the obligations of the assigning Developer insofar as they apply to the parcel owned by the Successor Titleholder.
- 19.7. 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.
- 19.8. 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

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HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

- 19.9. 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.
- 19.10. 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.
- 19.11. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
- 19.12. 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.
- 19.13. Severability Clause. Provisions contained in this Agreement which are 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.
- 19.14. 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.
- 19.15. 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.
- 19.16. 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.
- 19.17. Time.
- 19.17.1. Time is of the essence of all of the provisions and terms of this Agreement.

Attachment F

- 19.17.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.
- 19.17.3. 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.
- 19.17.4. For purposes of this Agreement, "legal holiday" means: (a) the day set aside by Section 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.
- 19.18. 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.
- 19.19. 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.
- 19.20. Exhibits.
- 19.21. The Exhibits attached to this Agreement are as follows:
- 19.21.1. Exhibit A – Marco Polo Parcel.
- 19.21.2. Exhibit B – Maro Parcel.
- 19.21.3. Exhibit C – Conceptual Sketch.

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SIGNATURES START ON NEXT PAGE**

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

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

By: [Signature]
Carl Zalak III, Chair

ATTEST:

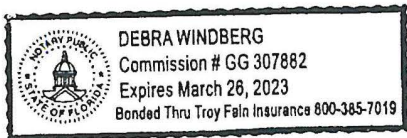
[Signature]
Gregory C. Harrell, Clerk of Court and
Comptroller

Approved as to form and legality:

[Signature]
Matthew Guy Minter, County Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of May, 2022, by Carl Zalak III, as Chair of the Board of County Commissioners of Marion County, Florida, on behalf of Marion County, a political subdivision of the State of Florida.



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

Commission Number: GG 307882
Commission Expires: March 26, 2023

Notary: Check one of the following:

- Personally known OR
 - Produced Identification (if this box is checked, fill in blanks below).
- Type of Identification Produced: n/a

Attachment F

Marco Polo Builders, Inc., a Florida corporation

By: Katica Pavicic
Katica Pavicic
as President

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26 day of April, 2022, by Katica Pavicic, as President of Marco Polo Builders, Inc., a Florida corporation, on behalf of such corporation.



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

Commission Number: _____
Commission Expires: _____

Notary: Check one of the following:

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

Attachment F

Maro Investment Ocala LLC, a Florida limited liability company

By: [Signature]
Rock Cloutier
as Manager

FLORIDA
~~CANADA~~ county of Palm Beach
~~PROVINCE OF QUEBEC~~

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of April, 2022, by Rock Cloutier, as Manager of Maro Investment Ocala LLC, a Florida limited liability, on behalf of such company.

[Signature]
Notary Public, ~~Province of Quebec~~ Palm Beach County, Florida
Name: Samantha Cavallero
(Please print or type)

Commission Number: HH 033414
Commission Expires: 08-18-2024

Notary: Check one of the following:

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

Type of Identification Produced: PASSPORT

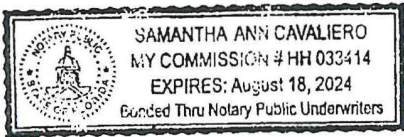


EXHIBIT A
MARCO POLO PARCEL

Marion County Tax Parcel ID Numbers: 41200-061-00, 41200-064-00, 41200-063-00, 41200-063-01, 41200-063-02, 41200-062-00, 41200-064-00, 41200-064-01, 41200-064-09.

A portion of the SW 1/4 of Section 12, Township 17 South, Range 21 East, Marion County, Florida, being more particularly described as follows:

Commencing at the NE corner of the SW 1/4 of Section 12, Township 17 South, Range 21 East in MARION County, Florida, thence S. 00°03'21" W. along the East line of said SW 1/4, a distance of 50.00 feet to a point on the Southerly right of way line of County Road No. 484 (a/k/a State Road No. 484) (being a 100 foot wide right of way), thence N. 89°53'54" W. along said Southerly right of way line, a distance of 417.42 feet to the Point of Beginning; thence S. 00°03'21" W., parallel with the aforementioned East line of the SW 1/4, a distance of 313.07 feet; thence S. 89°53'54" E., parallel with the aforementioned Southerly right of way line, a distance of 417.42 feet to a point on the aforementioned East line of the SW 1/4; thence S. 00°03'21" W. along said East line, a distance of 966.35 feet to the SE corner of the N 1/2 of said SW 1/4; thence N. 89°55'52" W. along the South line of said N 1/2 a distance of 1277.32 feet to the SW corner of the East 680 feet of the West 2040 feet of said N 1/2 of the SW 1/4; thence N. 00°09'21" E., parallel with the West line of said SW 1/4, a distance of 893.77 feet; thence S. 89°53'54" E., parallel with the aforementioned Southerly right of way line of County Road No. 484, a distance of 338.34 feet; thence N. 00°03'21" E., parallel with the aforementioned East line of the SW 1/4, a distance of 386.38 feet to a point on the aforementioned Southerly right of way line of County Road No. 484; thence S. 89°53'54" E. along said Southerly right of way line, a distance of 60.00 feet; thence S. 00°03'21" W., parallel with the aforementioned East line of the SW 1/4 a distance of 326.70 feet; thence S. 89°53'54" E., parallel with the aforementioned Southerly right of way line of County Road No. 484 a distance of 400.00 feet; thence N. 00°03'21" E., parallel with the aforementioned East line of the SW 1/4 a distance of 326.70 feet to a point on the aforementioned Southerly right of way line of County Road No. 484; thence S. 89° 53'54" E. along said Southerly right of way line a distance of 60.00 feet to the Point of Beginning and to close.

LESS AND EXCEPT parcel conveyed to State of Florida Department of Transportation as recorded in O.R. Book 2621, Page 260, of the public records of Marion County, Florida.

AND

The West 340 feet of the East 680 feet of the West 1360 feet of the North 1/2 of the Southwest 1/4 of Section 12, Township 17 South, Range 21 East, MARION County, Florida. EXCEPT the North 50 feet for right of way of State Road 484.

AND

The West 170 feet of the East 340 feet of the West 1360 feet of the North 1/2 of the SW 1/4 of Section 12, Township 17 South, Range 21 East, EXCEPT the North 50 feet for right of way for State Road 484;

AND

Attachment F

The East 170 feet of the West 1360 feet of the North 1/2 of the SW 1/4 of Section 12, Township 17 South, Range 21 East, EXCEPT the North 50 feet for right of way for State Road 484.

AND

The West 680 feet of the North 1/2 of SW 1/4 of Section 12, Township 17 South, Range 21 East, EXCEPT right of way for State Road 484.

ALL Lying and being situate in MARION County, Florida.

AND

Tract 9, more particularly described as follows:
Commence at the NE corner of the SW 1/4 of Section 12, Township 17 South, Range 21 East, Marion County, Florida; thence S. 00°03'31" W. along the East boundary of said SW 1/4, 50.00 feet to a point on the Southerly right of way line of State Road No. 484 (100 feet wide); thence N. 89°53'54" W. along said right of way line 937.42 feet to the Point of Beginning. From said Point of Beginning, thence S. 00°03'31" W. 386.38 feet; thence N. 89°53'54" W. 338.86 feet; thence N. 00°09'14" E. 386.38 feet to a point on the aforementioned Southerly right of way line; thence S. 89°53'54" E. 338.22 feet to the Point of Beginning.

AND

A portion of the SW 1/4 of Section 12, Township 17 South, Range 21 East being more particularly described as follows:
Commence at the NE corner of said SW 1/4; thence S. 00°03'31" W. along the East line thereof a distance of 50.00 feet to the South right of way line of County Road No. 484 (100 feet wide); thence N. 89°53'54" W. along said right of way line 677.42 feet to the Point of Beginning; thence S. 00°03'31" W., a distance of 326.70 feet, thence N. 89°53'54" W., a distance of 200.00 feet thence N. 00°03'31" E. a distance of 326.70 feet to the aforementioned South right of way line; thence S. 89°53'54" E. along said right of way line 200.00 feet to the Point of Beginning. Said lands lying in Marion County, Florida.

AND (CONTINUED ON NEXT PAGE)

Attachment F

A portion of the SW 1/4 of Section 12, Township 17 South, Range 21 East, Marion County, Florida, being more particularly described as follows:

Commencing at the NE corner of the SW 1/4 of Section 12, Township 17 South, Range 21 East in Marion County, Florida, thence S. 00°03'21" W. along the East line of said SW 1/4, a distance of 50.00 feet to a point on the Southerly right of way line of County Road No. 484 (a/k/a State Road No. 484) (being a 100 foot wide right of way), thence N. 89°53'54" W. along said Southerly right of way line, a distance of 417.42 feet to the Point of Beginning; thence S. 00°03'21" W., parallel with the aforementioned East line of the SW 1/4, a distance of 313.07 feet; thence S. 89°53'54" E., parallel with the aforementioned Southerly right of way line, a distance of 417.42 feet to a point on the aforementioned East line of the SW 1/4; thence S. 00°03'21" W. along said East line, a distance of 966.35 feet to the SE corner of the N 1/2 of said SW 1/4; thence N. 89° 55'52" W. along the South line of said N 1/2 a distance of 1277.32 feet to the SW corner of the East 680 feet of the West 2040 feet of said N 1/2 of the SW 1/4; thence N. 00° 09'21" E., parallel with the West line of said SW 1/4, a distance of 893.77 feet; thence S. 89°53'54" E., parallel with the aforementioned Southerly right of way line of County Road No. 484, a distance of 338.34 feet; thence N. 00°03'21" E., parallel with the aforementioned East line of the SW 1/4, a distance of 386.38 feet to a point on the aforementioned Southerly right of way line of County Road No. 484; thence S. 89° 53'54" E. along said Southerly right of way line, a distance of 60.00 feet; thence S. 00° 03'21" W., parallel with the aforementioned East line of the SW 1/4 a distance of 326.70 feet; thence S. 89°53'54" E., parallel with the aforementioned Southerly right of way line of County Road No. 484 a distance of 400.00 feet; thence N. 00°03'21" E., parallel with the aforementioned East line of the SW 1/4 a distance of 326.70 feet to a point on the aforementioned Southerly right of way line of County Road No. 484; thence S. 89° 53'54" E. along said Southerly right of way line a distance of 60.00 feet to the Point of Beginning and to close.

LESS AND EXCEPT parcel conveyed to State of Florida Department of Transportation as recorded in O.R. Book 2621, Page 260, and more particularly described as follows:

Attachment F

"PARCEL 1: BEGIN AT THE NW CORNER OF SW 1/4, SECTION 12, TOWNSHIP 17 SOUTH, RANGE 21 EAST, THENCE RUN SOUTH 50 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 12, THENCE RUN SOUTH 89°53'54" EAST 2040 FEET TO POINT OF BEGINNING, THENCE RUN SOUTH 89°53'54" EAST 595.64 FEET, THENCE RUN SOUTH 00°03'31" WEST 1279.09 FEET, THENCE RUN SOUTH 89°56'41" WEST 597.77 FEET, THENCE RUN NORTH 00°03'31" EAST 1279.62 FEET TO POINT OF BEGINNING."

LESS AND EXCEPT THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 909, PAGE 447, OFFICIAL RECORDS BOOK 1097, PAGE 1950 AND OFFICIAL RECORDS BOOK 1050, PAGE 0590 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 525, PAGE 385 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA,

LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCE AT AN 8-INCH BY 8-INCH MARION COUNTY CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 17 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION NO. 36000-2626; THENCE RUN NORTH 00°05'17" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 12, A DISTANCE OF 810.057 METERS (2657.66 FEET) TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, ALSO BEING A POINT ON THE CENTERLINE OF SURVEY OF COUNTY ROAD 484 AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE NORTH 89°52'30" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 AND SAID SURVEY LINE, 136.374 METERS (447.42 FEET); THENCE DEPARTING SAID SURVEY LINE SOUTH 00°05'17" WEST, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 15.240 METERS (50.00 FEET) TO THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 484 FOR THE POINT OF BEGINNING: THENCE SOUTH 89°52'30" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, PARALLEL WITH SAID SURVEY LINE, 9.144 METERS (30.00 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 00°05'17" WEST, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 12, A DISTANCE OF 95.424 METERS (313.07 FEET); THENCE SOUTH 89°52'30" EAST, 1.856 METERS (6.09 FEET); THENCE SOUTH 00°05'17" WEST, 65.193 METERS (213.89 FEET); THENCE SOUTH 89°54'43" EAST, 4.000 METERS (13.12 FEET); THENCE SOUTH 00°05'17" WEST, 16.174 METERS (53.06 FEET) TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 135.000 METERS (442.91 FEET) AND A CHORD BEARING OF SOUTH 06°22'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°55'14", A DISTANCE OF 30.443 METERS (99.88 FEET) TO THE END OF SAID CURVE; THENCE SOUTH 77°10'02" WEST RADIAL TO SAID CURVE, 4.000 METERS (13.12 FEET) TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 139.000 METERS (456.04 FEET) AND A CHORD BEARING OF SOUTH 51°31'56" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID

Attachment F

CURVE THROUGH A CENTRAL ANGLE OF 77°23'56", A DISTANCE OF 187.771 METERS (616.04 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°46'07" EAST, 177.370 METERS (581.93 FEET); THENCE NORTH 00°13'53" WEST, 4.000 METERS (13.12 FEET); THENCE NORTH 89°46'07" EAST, 45.000 METERS (147.64 FEET); THENCE SOUTH 00°13'53" EAST, 4.000 METERS (13.12 FEET); THENCE NORTH 89°46'07" EAST, 60.000 METERS (196.85 FEET); THENCE NORTH 00°13'53" WEST, 4.000 METERS (13.12 FEET); THENCE NORTH 89°46'07" EAST, 49.214 METERS (161.46 FEET) TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTHWEST 20TH AVENUE (AN 18.288 METER (60.00 FOOT) COUNTY FRONTAGE ROAD RIGHT-OF-WAY AS RECORDED IN ROAD PLAT BOOK 1, PAGES 20-22 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA); THENCE SOUTH 21°51'54" EAST ALONG SAID RIGHT-OF-WAY LINE, 86.096 METERS (282.47 FEET) TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 12; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89°55'26" WEST ALONG SAID SOUTH LINE, 163.715 METERS (537.12 FEET) TO THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1998, PAGE 1430 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°14'09" WEST, ALONG SAID WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1998, PAGE 1430, A DISTANCE OF 44.152 METERS (144.86 FEET); THENCE DEPARTING SAID WEST LINE SOUTH 89°46'07" WEST, 127.239 METERS (417.45 FEET); THENCE NORTH 00°13'53" WEST, 5.000 METERS (16.40 FEET); THENCE SOUTH 89°46'07" WEST, 25.000 METERS (82.02 FEET); THENCE NORTH 00°13'53" WEST, 4.000 METERS (13.12 FEET); THENCE SOUTH 89°46'07" WEST, 47.370 METERS (155.41 FEET) TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 161.000 METERS (528.21 FEET) AND A CHORD BEARING OF NORTH 87°49'10" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°49'27", A DISTANCE OF 13.556 METERS (44.47 FEET) TO THE END OF SAID CURVE; THENCE SOUTH 04°35'33" WEST RADIAL TO SAID CURVE, 4.000 METERS (13.12 FEET) TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.000 METERS (541.34 FEET) AND A CHORD BEARING OF NORTH 44°20'44" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°07'27", A DISTANCE OF 236.500 METERS (775.91 FEET) TO THE END OF SAID CURVE; THENCE NORTH 86°43'00" EAST RADIAL TO SAID CURVE, 4.000 METERS (13.12 FEET) TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 161.000 METERS (528.21 FEET) AND A CHORD BEARING OF NORTH 01°35'52" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°22'17", A DISTANCE OF 9.474 METERS (31.08 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°05'17" EAST, PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 12, A DISTANCE OF 77.226 METERS (253.37 FEET); THENCE SOUTH 89°52'30" EAST, PARALLEL WITH SAID CENTERLINE OF SURVEY OF COUNTY ROAD 484, A DISTANCE OF 1.856 METERS (6.09 FEET); THENCE NORTH 00°05'17" EAST, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 99.578 METERS (326.70 FEET) TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 484; THENCE SOUTH 89°52'30" EAST ALONG SAID RIGHT-OF-WAY LINE AND PARALLEL WITH SAID SURVEY LINE, 9.144 METERS (30.00 FEET) TO THE POINT OF BEGINNING.

EXHIBIT B
MARO PARCEL

Marion County Tax Parcel ID Numbers: 41201-000-00, 41338-001-00, 44639-001-00, 44645-002-00

Parcel 1:

The South 1/2 of the SE 1/4 of Section 13, Township 17 South, Range 21 East, and the SW 1/4 of the NE 1/4 of the SE 1/4 of Section 13, Township 17 South, Range 21 East, and the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 13, Township 17 South, Range 21 East, EXCEPT public or private road on East and South sides thereof;

AND

Commence at the SW corner of the SW 1/4 of Section 18, Township 17 South, Range 22 East, Marion County, Florida; thence run N 00 deg. 05' 46" E along the West line of said SW 1/4 of Section 18 a distance of 1246.82 feet to the Point of Beginning; thence continue N 00 deg. 05'46" E along said West line a distance of 254.49 feet to the point of intersection with the Westerly right of way line of a sixty-foot wide road known as SW 20th Avenue, said point being on a curve concave Northeasterly and having a radius of 5939.65 feet; thence run Southeasterly along said right of way line a chord bearing and distance of S 20 deg. 26'47" E 271.77 feet to a point that is N 89 deg. 54' 14" E of the Point of Beginning; thence departing from said Westerly right of way line, run S 89 deg. 54'14" W a distance of 95.36 feet to the Point of Beginning.

Parcel 2:

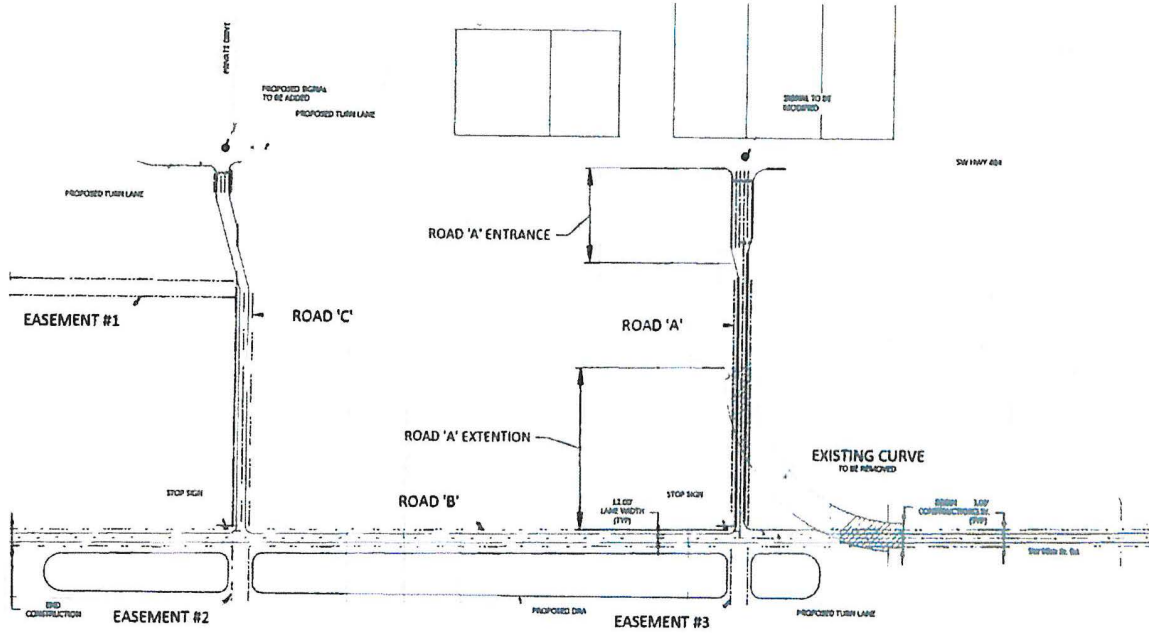
The NE 1/4 of the NE 1/4 and the NW 1/4 of the NE 1/4 and the North 1/2 of the SE 1/4 of the NE 1/4 and the North 1/2 of the East 1/2 of the SW 1/4 of the NE 1/4 of Section 24, Township 17 South, Range 21 East, Marion County, Florida.

Parcel 3:

The North 60 feet of the NW 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 22 East, lying West of Southwest 20th Avenue Road, lying and being in Marion County, Florida.

THAT PART OF THE SOUTH 1/2, OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 22 EAST, LYING WEST OF I-75, LESS AND EXCEPT COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION, THENCE NORTH 1246.82 FEET TO THE POINT OF BEGINNING; THENCE NORTH 254.49 FEET, SOUTH 20°26'47" EAST 271.77 FEET; WEST 96.36 FEET TO THE POINT OF BEGINNING, MARION COUNTY, FLORIDA.

EXHIBIT C CONCEPTUAL SKETCH



P:\JG\Maro\PU\Road Agreement\Road Agreement JG 4-22-22.docx