

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

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

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

### **DEVELOPER'S AGREEMENT FOR SR 200/SW 95TH STREET ROAD IMPROVEMENTS**

**THIS DEVELOPER'S AGREEMENT FOR SR 200/SW 95TH STREET ROAD IMPROVEMENTS** made and entered into this \_\_\_\_\_, 2024, (the "Effective Date"), by and between:

- Marion County, a political subdivision of the State of Florida ("County");
- 95th Street Holdings, LLC, a Delaware limited liability company ("Developer").

**WHEREAS:**

- A. Developer owns the Property<sup>1</sup> located in Marion County, Florida.
- B. Developer is developing the Property into one or more subdivisions (collectively "Pioneer Ranch").
- C. Developer has caused the Traffic Study to be performed.
- D. County has approved the Traffic Study.
- E. The Traffic Study provided that the Developer Improvements need to be constructed to provide necessary capacity to the County's transportation network.
- F. Developer is willing to construct Developer Improvements pursuant to terms and conditions hereof.
- G. County finds that the construction of the Developer Improvements under this Agreement is consistent with the Marion County Comprehensive Plan.

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

1. **Definitions.** In addition to other terms defined in this Agreement, the following terms have the following meanings:

- 1.1. *Concept Plan* – The depiction of the Developer Improvements, and their relative location with respect to the Property, as set forth on the attached **Exhibit B**.

---

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

- 1.2. *Construct* (regardless of whether the term is capitalized) – The design, permitting and construction of the Southbound Left Turn Lane and the performance of the Traffic Signal Optimization.
- 1.3. *Contractor* – One or more contractors constructing or performing Developer Improvements on behalf of Developer.
- 1.4. *County* – Marion County, a political subdivision of the State of Florida.
- 1.5. *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.
- 1.6. *County Commission* – The Board of County Commissioners of Marion County, Florida.
- 1.7. *County LDR* – The 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 be subsequently amended, modified, or supplemented.
- 1.8. *County Representative* – The County Administrator, any Assistant or Deputy County Administrator, or the County Engineer.
- 1.9. *Developer Improvements* – One or more of the following:
  - 1.9.1. *Traffic Signal Optimization* – Signal timing optimization of the traffic signal at SR 200 and SW 95th Street Road.
  - 1.9.2. *Southbound Left Turn Lane* – An additional southbound left turning lane on SR 200 permitting traffic to turn east on to SW 95th Street Road.
- 1.10. *FDOT* – The Florida Department of Transportation.
- 1.11. *Force Majeure* – As defined in paragraph 8.
- 1.12. *Governmental Authority* – Any governmental agency, entity, department, commission, or other governmental organization of any nature whatsoever which has regulatory authority over, or must issue approvals or permits for, the construction and operation of the Developer Improvements, including, without limitation, County, or the FDOT.
- 1.13. *Impact Fee Credits* – Credits against Impact Fees to be provided to Developer for the Transportation Improvements.
- 1.14. *Impact Fees* – Impact fees due under the County Impact Fee Ordinance. (Because this Agreement primarily concerns transportation matters, this phrase does not apply to any other impact fees, capital charges, or similar charges, assessed under the County Code.)
- 1.15. *Party or Parties* – As applicable, County or Developer.
- 1.16. *Permits* – All permits necessary for the construction of the Developer Improvements.
- 1.17. *Plans* – The plans and specifications for the construction of the Developer Improvements, as approved by County and/or all other Governmental Authorities with jurisdiction thereover.

- 1.18. *Professional Expenses* – Amounts paid by Developer for: (a) services rendered by engineers, surveyors, attorneys, and other professionals in connection with the preparation of this Agreement, the design, permitting and construction of the Developer Improvements; and (b) permit application and related fees.
  - 1.19. *Project Engineer* – The registered professional engineer retained by Developer to represent Developer with respect to Developer’s interests under this Agreement, to be retained by Developer to design and permit the Developer Improvements. Project Engineer is currently Tillman and Associates Engineering, LLC. Developer may change the Project Engineer for the work to be performed on behalf of Developer, by providing written notice thereof to County.
  - 1.20. *Property* – As described in the attached **Exhibit A**.
  - 1.21. *Substantial Completion* – Substantial completion of the Developer Improvements as evidenced by a certificate from the Project Engineer certifying that the Developer Improvements have been constructed pursuant to the approved Plans and any Permits therefor, and County’s acceptance of the Developer Improvements.
  - 1.22. *Traffic Study* – The Transportation Impact Analysis entitled “JB Ranch, Marion County,” Florida, prepared by Vanasse Hangen Brustlin, Inc., a Florida corporation (“VHB”), dated September 2022.
  - 1.23. *Transportation Facilities* – All roads, streets, highways, intersections, stormwater management systems, or similar facilities.
2. **Design and Permitting.**
    - 2.1. Developer shall, at its sole cost and expense, design and permit, and have inspected by a third party approved by County if so required by County, the Developer Improvements.
    - 2.2. Developer shall prepare and submit to County, and any Governmental Authority (including the FDOT), the Plans for approval by County or such Governmental Authority, prior to commencing construction of the Developer Improvements.
    - 2.3. Developer shall obtain all Permits necessary for the construction of the Developer Improvements.
3. **Construction of Developer Improvements.**
    - 3.1. Developer shall construct the Developer Improvements in connection with Developer’s development of the Property.
    - 3.2. Developer shall cause Substantial Completion of the Developer Improvements to occur within two (2) years after the Effective Date of this Agreement.
    - 3.3. Within forty-five (45) days after Developer’s Substantial Completion of the Developer Improvements, Developer shall provide to County “as built” surveys of the Developer Improvements.

4. **Maintenance.** As the Developer Improvements are located on a state road, they shall be maintained by FDOT and neither County nor Developer shall have any responsibility therefor.
5. **Impact Fee Credits.**
  - 5.1. Entitlement. County acknowledges that, pursuant to the County Impact Fee Ordinance, and approval of this Agreement pursuant to paragraph 6.3.13, Developer is entitled to Impact Fee Credits.
  - 5.2. Credit Eligible Costs. The amount of Impact Fee Credits to be granted to Developer upon completion of construction of the Transportation Improvements shall consist of the following (the "Credit Eligible Costs").
    - 5.2.1. Construction costs (the "Construction Costs") in the amount of the actual and reasonable amount of the Construction Costs to be incurred by Developer in constructing the Transportation Improvements. Developer shall document its entitlement to the Construction Costs by submitting to County:
      - 5.2.1.1. All of the Contractor's draw requests and proof of the Developer's payment thereof.
      - 5.2.1.2. Final construction lien waivers from Contractor and all other person providing labor, services, or materials in connection with the construction of the Developer's Transportation Improvements.
    - 5.2.2. Plus, all amounts paid by Developer for Professional Expenses as documented by:
      - 5.2.2.1. Invoices submitted to Developer for services and costs.
      - 5.2.2.2. Proof of payment of such invoices, or of permitting fees, by the Developer.
    - 5.2.3. Plus, to the extent not included in paragraph 5.2.2.2, all permitting fees paid by Developer to County, or any other Governmental Authority in connection with the Developer's Transportation Improvements.
  - 5.3. Determination. Upon County's review of the documentation provided by Developer pursuant to paragraph 5.2.1, County shall provide to Developer confirmation of the amount of Credit Eligible Costs for which Developer is entitled. Developer shall have Impact Fee Credits in such amounts.
6. **Miscellaneous Provisions Concerning Credits.**
  - 6.1. Generally. This Agreement constitutes a "written impact fee credit agreement" pursuant to Section 10-323 of the County Impact Fee Ordinance.
  - 6.2. Duration of Impact Fee Credits. The Impact Fee Credits under this Agreement shall expire twenty (20) years from the Effective Date of this Agreement.
  - 6.3. Additional Requirements. In compliance with Section 10-323(f) of the County Impact Fee Ordinance, the following provisions shall apply:

- 6.3.1. All Transportation Improvements under this Agreement shall be construed and characterized as work done and property rights acquired by the County for the improvement of a road within the boundaries of a public right of way, and County has the exclusive control of such construction or contributions (except to the extent they are to be performed by Developer hereunder) including whether they are subsequently transferred to another governmental entity.
- 6.3.2. Developer shall keep or provide for the retention of adequate records and supporting documentation which concern or reflect total cost of the Transportation 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.
- 6.3.3. Each Impact Fee Credit shall run with the land for which the Impact Fee is being assessed, subject to being assigned pursuant to paragraph 6.3.11 and shall be reduced by the entire amount of the Impact Fee due for each building permit or site plan approval issued thereon until all Impact Fee Credits are exhausted or no longer available.
- 6.3.4. 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, subsequent owners of a parcel.
- 6.3.5. 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 Developer, provide to Developer the amount of Impact Fee Credits applied toward payment of Impact Fees, and the balance of available and unused Impact Fee Credits.
- 6.3.6. County, Developer 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.
- 6.3.7. 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 owner of a Parcel 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.
- 6.3.8. Developer shall cause this Agreement to be recorded in the Public Records of Marion County, Florida, within 14 days of the Effective Date thereof.
- 6.3.9. County will establish the time frame when the Impact Fee Credits become available on all future roadways contained on the County major road network. Such timeframe shall be based on when traffic volumes are expected to reach a level consistent with the classification of the road as a County collector or arterial road.
- 6.3.10. 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 respective road construction district (being the “West County District” as defined in Section 10-325(b)(1) of the County Impact Fee Ordinance) where the impact generating land development activity is located.

6.3.11. The Impact Fee Credits may be assigned to other developments, regardless of ownership, within the “West County District” as defined in Section 10-325(b)(1) of the County Impact Fee Ordinance.

6.3.12. During construction of the Developer Improvements, Developer shall comply with the Risk Management Guidelines as established by County’s Risk Management Department and provided to Developer, including, without limitation, the insurance and indemnity provisions thereof.

6.3.13. As the Transportation Improvements were not an integral part of the major road network system which was scheduled for construction in the five (5) year County TIP or any municipal CIP, this Agreement has been approved by a super-majority vote of the County Commission.

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

8. **Force Majeure.**

8.1. “Force Majeure” means causes that: (a) are beyond the reasonable control of a party (the “Delayed Party”); (b) the Delayed Party, despite its diligent, good faith efforts, is unable to overcome; and (c) consist solely of delays caused by any of the following: fire, flood, windstorm, sinkhole, unavailability of materials or equipment (provided that the Delayed Party demonstrates that such materials or equipment were ordered with sufficient lead time given known market conditions, and there are no commercially available alternative sources from which the materials or equipment can be procured at prices substantially equivalent to the prices of the original materials or equipment), equipment or fuel, declaration of hostilities, terrorist act, civil strife, strike, lock-out, labor dispute, epidemic, pandemic, archaeological excavation, act of God, act of public enemy, act of armed forces, war, riot, sabotage, blockage, embargo, earthquake, flood, fire, explosions, tornado or hurricane, litigation, unusual and unforeseen delays in actions, restrictions, requirements or mandates of governmental authorities, governmental restraints, or any other cause whether or not of the same kind as enumerated above, that is either: (a) not within the sole control of the Delayed Party and which by exercise of due diligence the Delayed Party is unable to overcome; or (b) that constitutes an excuse under Florida law based upon the doctrine of “impossibility of performance.”

8.2. If Developer is unable to timely perform its obligations under this Agreement, due to a Force Majeure, such delay shall be excused in the manner herein provided.

8.3. If Developer is so delayed, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed.

Developer shall give written notice of the delay to County, which notice shall indicate the anticipated duration of the Force Majeure. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

9. **Acknowledgement Upon Completion.** Upon Developer's completion of the Developer Improvements, County shall execute and deliver to Developer a recordable instrument acknowledging such completion. Such instrument may be executed by a County Representative on behalf of County.
10. **Assignment Provisions.** Developer may not assign its rights or obligations under this Agreement without express written consent of County which may be withheld by County in its reasonable discretion. Such consent may be provided by County Representative on behalf of County.
11. **Notices.**
  - 11.1. 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:
    - 11.1.1. If to County: Assistant County Administrator Tracy Straub, P.E., 601 SE 25th Avenue, Ocala, FL 34471; email: [tracy.straub@marionfl.org](mailto:tracy.straub@marionfl.org).
      - 11.1.1.1. With a copy to: Steven Cohoon, County Engineer, Marion County, 412 SE 25th Avenue, Ocala, FL 34471; email: [steven.cphoon.marionfl.org](mailto:steven.cphoon.marionfl.org).
    - 11.1.2. If to Developer: F. Christopher Armstrong, Armstrong Homes, 1415 SW 17th Street, Ocala, FL 34471; email: [chris@armstronghomes.net](mailto:chris@armstronghomes.net).
      - 11.1.2.1. With a copy to: Alec Morris, Armstrong Homes, 1415 SW 17th Street, Ocala, FL 34471; email: [alec.morris@armstronghomes.net](mailto:alec.morris@armstronghomes.net).
      - 11.1.2.2. With a copy to: W. James Gooding III, Gooding & Batel, PLLC, 1531 SE 36th Avenue, Ocala, FL 34471; email: [jgooding@lawyersocala.com](mailto:jgooding@lawyersocala.com).
  - 11.2. Each such Communication shall be deemed delivered:
    - 11.2.1. On the date of delivery if by personal delivery with signed receipt thereof;
    - 11.2.2. On the date of email transmission if by email (subject to paragraph 11.5); and
    - 11.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

- 11.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday, or legal holiday.
- 11.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
- 11.4. 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.
- 11.5. Concerning Communications sent by email:
- 11.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
- 11.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
- 11.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
- 11.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
- 11.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.
12. **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.
13. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY



MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

14. **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.
15. **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.
16. **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.
17. **Severability Clause.** Provisions contained in this Agreement which are determined by a court of competent jurisdiction to be contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
18. **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. **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.
20. **Rules of Construction.** For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:
  - 20.1. Any pronoun used herein shall include the corresponding masculine, feminine and neuter forms.
  - 20.2. All definitions in this Agreement shall apply equally to both the singular and plural forms of the nouns defined, to the present, future, and past tenses of verbs defined, and to all derivatives of defined terms.

- 20.3. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.”
- 20.4. The words “herein,” “hereof,” “hereunder,” and similar terms shall refer to this Agreement.
- 20.5. A reference to an Article, paragraph, subparagraph, or other subpart of this Agreement, shall include all paragraphs, subparagraphs, and subparts under the referenced part.
- 20.6. Where a provision involves two or more items, conditions, provisions, or events connected by the conjunction “and,” “or” or “either or,” the conjunction shall be interpreted as follows: “and” indicates that all the connected terms shall apply; “or” indicates that the connected terms may apply singly or in any combination; and “either or,” indicates that only one of the connected terms may apply.
21. **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.
22. **Time.**
- 22.1. Time is of the essence of all of the provisions and terms of this Agreement.
- 22.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.
- 22.3. 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.
- 22.4. For purposes of this Agreement, “legal holiday” means: (a) the day set aside by paragraph 110.117, Florida Statutes, for observing New Year’s Day, Martin Luther King, Jr.’s Birthday, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on weekend, the Monday after Christmas Day; and (e) any other day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.
23. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor will it cause them to be considered joint venturers or members of any joint enterprises. Further, no party under this Agreement shall be deemed to be an employee, agent, or other representative of the other party.
24. **Exhibits.**
- 24.1. All exhibits attached to this Agreement are being incorporated by reference.
- 24.2. The following exhibits are attached to this Agreement.
- 24.2.1. **Exhibit A** – Property.

24.2.2. **Exhibit B** – Concept Plan.

25. **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.
26. **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.
27. **Miscellaneous.**
  - 27.1. Any violation by Private Parties' or their successors or assigns, of any provision contained herein shall be considered as a violation of this Agreement and may result in the suspension, cancellation or termination of development orders and permits by County for the Property.
  - 27.2. Any amendments to the conditions or provisions contained herein shall require an amendment to this Agreement.
  - 27.3. Upon execution of this Agreement, Developer shall provide funds to County for recording of this Agreement in the public records. The Agreement shall be recorded within fourteen (14) days as set forth in Section 10-323(f)(17) of the County Code; no delay in recording shall adversely impact the effectiveness of this Agreement. Any conveyance of any interest in the Property after execution of this Agreement and prior to recording of the Agreement in the public records, shall be subject to the terms and conditions of this Agreement. Developer shall be responsible for the disclosure of the existence of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGES]

**DEVELOPER**

95th Street Holdings, LLC, a Delaware limited liability company

By: Armstrong Brothers Development Group, LLC, a Delaware limited liability company, its sole Member

By: Casa Holdings, LLC, a Florida limited liability company as Authorized Member

Ellen Nimmu  
Witness Signature  
Ellen Nimmu  
Witness Printed Name

By: [Signature]  
F. Christopher Armstrong as Manager

Print Witness Address: 10820 SW 62nd Ter.  
Ocala, FL 34476

[Signature]  
Witness Signature  
Alec Morris  
Witness Printed Name

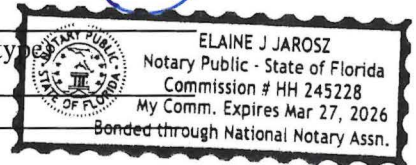
Print Witness Address: 1415 SW 17th  
St. Ocala FL 34471

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20 day of November, 2024, by F. Christopher Armstrong, as Manager of Casa Holdings, LLC, a Florida limited liability company, as Authorized Member of Armstrong Brothers Development Group, LLC, a Delaware limited liability company, as Sole Member of 95th Street Holdings, LLC, a Delaware limited liability company, on behalf of such companies.

[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: \_\_\_\_\_

**COUNTY**

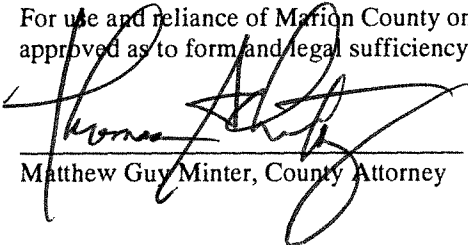
MARION COUNTY, FLORIDA, a political  
subdivision of the State of Florida, by its Board  
of County Commissioners

By: \_\_\_\_\_  
Kathy Bryant as Chairman

ATTEST:

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

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

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

**EXHIBIT A  
PROPERTY**

A PARCEL OF LAND LYING IN SECTIONS 17, 19, AND 20, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 20; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 20, S.89°37'37"E., 1,320.51 FEET TO THE WEST BOUNDARY OF THE S.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID WEST BOUNDARY, N.00°27'32"E., 664.67 FEET TO THE SOUTH BOUNDARY OF SUN COUNTRY ESTATES II AS RECORDED IN PLAT BOOK V, PAGES 90 AND 91 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA ; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH BOUNDARY, S.89°39'45"E., 1,009.33 FEET TO THE WESTERLY MOST POINT OF JB RANCH SUBDIVISION PHASE 1 AS RECORDED IN PLAT BOOK 11, PAGES 26 THROUGH 30 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID JB RANCH SUBDIVISION PHASE 1 THE FOLLOWING TEN (10) COURSES: (1.) S.67°29'41"E., 169.56 FEET; (2.) THENCE S.62°51'10"E., 54.32 FEET; (3.) THENCE S.50°54'36"E., 45.50 FEET; (4.) THENCE S.39°27'13"E., 51.36 FEET; (5.) THENCE S.26°10'17"E., 63.00 FEET; (6.) THENCE S.09°39'17"E., 46.41 FEET; (7.) THENCE S.07°01'30"E., 102.76 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 45°04'49", AND A CHORD BEARING AND DISTANCE OF S.22°42'51"W., 736.00 FEET; (8.) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND WEST BOUNDARY, A DISTANCE OF 755.33 FEET TO THE END OF SAID CURVE; (9.) THENCE S.89°45'36"E., 125.29 FEET; (10.) THENCE S.00°07'46"W., 166.31 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE PROJECTION OF THE NORTHERLY RIGHT OF WAY LINE OF S.W. 95TH STREET ROAD (RIGHT OF WAY WIDTH VARIES) N.89°56'51"W., 113.94 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING TEN (10) COURSES: (1.) S.00°03'09"W., 12.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'44", AND A CHORD BEARING AND DISTANCE OF S.45°11'45"W., 35.36 FEET; (2.) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.28 FEET TO THE END OF SAID CURVE; (3.) THENCE N.89°50'03"W., 1,470.43 FEET; (4.) THENCE N.76°18'11"W., 51.43 FEET; (5.) THENCE N.89°50'25"W., 207.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°59'05", AND A CHORD BEARING AND DISTANCE OF N.44°47'50"W., 35.35 FEET; (6.) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.26 FEET TO THE END OF SAID CURVE; (7.) THENCE N.89°51'15"W., 89.99 FEET; (8.) THENCE S.00°11'11"W., 12.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°57'02", AND A CHORD BEARING AND DISTANCE OF S.45°13'37"W., 35.34 FEET; (9.) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.25 FEET TO THE END OF SAID CURVE; (10.) THENCE N.89°54'59"W., 572.32 FEET TO THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5903, PAGE 981 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID WESTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES: (1.) N.00°21'36"E., 588.75 FEET; (2.)

THENCE S.89°51'01"E., 78.51 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 52.32 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS (EXCEPTION PHASE 1 ENTRY)

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 20; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 20, S.89°37'37"E., 1,320.51 FEET TO THE WEST BOUNDARY OF THE S.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID WEST BOUNDARY, N.00°27'32"E., 664.67 FEET TO THE SOUTH BOUNDARY OF SUN COUNTRY ESTATES II AS RECORDED IN PLAT BOOK V, PAGES 90 AND 91 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA ; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH BOUNDARY, S.89°39'45"E., 1,009.33 FEET TO THE WESTERLY MOST POINT OF JB RANCH SUBDIVISION PHASE 1 AS RECORDED IN PLAT BOOK 11, PAGES 26 THROUGH 30 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID JB RANCH SUBDIVISION PHASE 1 THE FOLLOWING TEN (10) COURSES: (1.) S.67°29'41"E., 169.56 FEET; (2.) THENCE S.62°51'10"E., 54.32 FEET; (3.) THENCE S.50°54'36"E., 45.50 FEET; (4.) THENCE S.39°27'13"E., 51.36 FEET; (5.) THENCE S.26°10'17"E., 63.00 FEET; (6.) THENCE S.09°39'17"E., 46.41 FEET; (7.) THENCE S.07°01'30"E., 102.76 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 45°04'49", AND A CHORD BEARING AND DISTANCE OF S.22°42'51"W., 736.00 FEET; (8.) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND WEST BOUNDARY, A DISTANCE OF 755.33 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING. (9.) THENCE S.89°45'36"E., 125.29 FEET; (10.) THENCE S.00°07'46"W., 166.31 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE PROJECTION OF THE NORTHERLY RIGHT OF WAY LINE OF S.W. 95TH STREET ROAD (RIGHT OF WAY WIDTH VARIES) N.89°56'51"W., 113.94 FEET; THENCE N.03°45'56"W., 167.09 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.46 ACRES, MORE OR LESS.

AND

A PARCEL OF LAND LYING IN SECTIONS 19 AND 20, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 20; THENCE ALONG THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 20, N.00°25'28"E., 1351.15 FEET TO A POINT 25.00 FEET NORTH OF THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 19, THENCE ALONG A LINE 25 NORTH OF AND PARALLEL WITH SAID SOUTH BOUNDARY N.89°39'02"W., 3335.54 FEET; THENCE DEPARTING SAID PARALLEL LINE, N.41°47'08"E., 967.88 FEET TO A POINT ON THE

SOUTHERLY RIGHT OF WAY LINE OF S.W. 95TH STREET ROAD (RIGHT OF WAY WIDTH VARIES), BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 31°41'01", AND A CHORD BEARING AND DISTANCE OF S.74°01'03"E., 524.13 FEET; THENCE ALONG THE SOUTHERLY AND WESTERLY RIGHT OF WAY LINE OF SAID S.W. 95TH STREET ROAD THE FOLLOWING (22) TWENTY-TWO COURSES: (1.) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 530.87 FEET TO THE END OF SAID CURVE; (2.) THENCE S.89°49'29"E., 611.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°57'35", AND A CHORD BEARING AND DISTANCE OF S.44°55'27"E., 35.34 FEET; (3.) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.25 FEET TO THE END OF SAID CURVE; (4.) THENCE S.89°53'33"E., 79.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°59'48", AND A CHORD BEARING AND DISTANCE OF N.45°08'16"E., 35.35 FEET; (5.) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; (6.) THENCE S.89°49'56"E., 1,696.89 FEET; (7.) THENCE S.76°22'21"E., 51.36 FEET; (8.) THENCE S.89°48'54"E., 207.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°40'34", AND A CHORD BEARING AND DISTANCE OF S.44°23'00"E., 34.63 FEET; (9.) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 38.26 FEET TO THE END OF SAID CURVE; (10.) THENCE S.89°40'18"E., 90.76 FEET; (11.) THENCE N.00°00'35"E., 11.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°16'48", AND A CHORD BEARING AND DISTANCE OF N.44°55'45"E., 35.44 FEET; (12.) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.39 FEET TO THE END OF SAID CURVE; (13.) THENCE S.89°49'56"E., 1,466.80 FEET; (14.) THENCE S.76°22'39"E., 51.41 FEET; (15.) THENCE S.89°48'06"E., 200.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°57'07", AND A CHORD BEARING AND DISTANCE OF S.44°53'53"E., 35.34 FEET; (16.) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.25 FEET TO THE END OF SAID CURVE; (17.) THENCE S.89°49'16"E., 99.99 FEET; (18.) THENCE N.00°08'16"E., 12.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°02'07", AND A CHORD BEARING AND DISTANCE OF N.45°07'39"E., 35.37 FEET; (19.) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.29 FEET TO THE END OF SAID CURVE; (20.) THENCE S.89°50'05"E., 191.13 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 840.00 FEET, A CENTRAL ANGLE OF 67°00'09", AND A CHORD BEARING AND DISTANCE OF S.56°20'14"E., 927.29 FEET; (21.) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 982.31 FEET TO A POINT OF TANGENCY; (22.) THENCE S.22°43'13"E., 115.41 FEET; THENCE DEPARTING SAID SOUTHERLY AND WESTERLY RIGHT OF WAY LINE, ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, S.89°59'20"W., 882.35 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20, S.89°54'12"W., 164.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,030.00 FEET, A CENTRAL ANGLE OF 29°13'26", AND A CHORD BEARING AND DISTANCE OF S.31°05'37"W., 519.68 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A

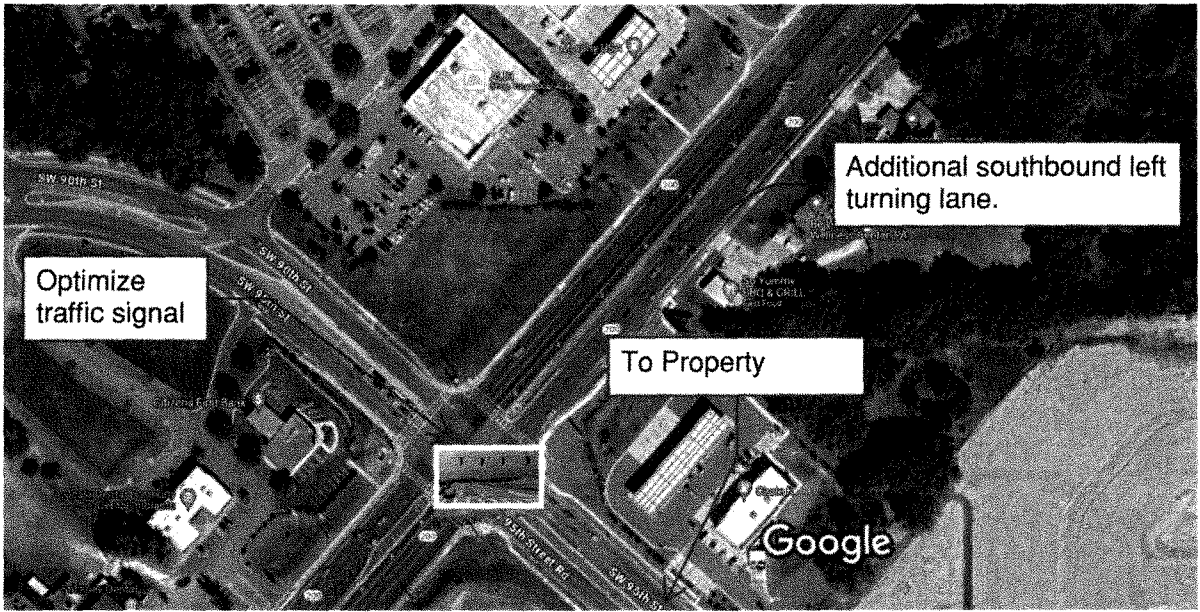


DISTANCE OF 525.35 FEET TO THE END OF SAID CURVE; THENCE S.00°22'01"W., 847.86 FEET TO THE SOUTHERLY BOUNDARY OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5903, PAGE 981 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY, N.89°53'46"W., 2,188.20 FEET TO THE SOUTHWESTERLY CORNER OF SAID LANDS; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5903, PAGE 981, N.00°25'40"E., 1,325.98; THENCE DEPARTING SAID WESTERLY BOUNDARY N.89.34'43"W., 25.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS: (EXCEPTION PHASE 3 LIFT STATION)

LESS AND EXCEPT LIFT STATION SITE DEEDED TO MARION COUNTY IN OFFICIAL RECORDS BOOK 5054, PAGE 1720 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

**EXHIBIT B  
CONCEPT PLAN**



P:\JG\Armstrong\Pioneer Ranch Dev\Traffic\Developer's Agreement re Transportation Improvements JG 10-3-24 Rev.docx