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**AMENDED AND RESTATED
DEVELOPMENT ORDER**

FOR

**ON TOP OF THE WORLD
DEVELOPMENT OF REGIONAL
IMPACT**

July 19, 2016

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EXHIBITS

- “A” PROPERTY LEGAL DESCRIPTION**
- “B” MAP “H” MASTER DEVELOPMENT PLAN**
- “C” EQUIVALENCY MATRIX (LAND USE EXCHANGE TABLE)**
- “D” SCHOOL BOARD LETTER**

I. DEFINITIONS

1. **1982 Development Order** – The initial development order approving the On Top of the World – Central Development of Regional Impact approved by Marion County on October 12, 1982.
2. **Amended OTOW DRI Development Order** – OTOW DRI Development Order and the OTOW DRI Development Order Amendments, collectively, approved and issued prior to the submittal of the E2M Amendment Application. These documents are replaced and superseded by the ARDO.
3. **Appeal** – Department of Community Affairs November 24, 1982 appeal of the 1982 Development Order, Case No. 82-3283.
4. **ARDO** – This Amended and Restated Development Order. This ARDO replaces and supersedes the Amended OTOW DRI Development Order.
5. **Board** – The Board of County Commissioners of Marion County.
6. **City** – The City of Ocala, a municipality of the State of Florida.
7. **CDD** - Community Development District, which is a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes (2016).
8. **County** – Marion County, a political subdivision of the State of Florida.
9. **Comprehensive Plan** – Marion County Comprehensive Plan.
10. **CSW Plat** – The Plat of Circle Square Woods Subdivision recorded in Plat Book P, Pages 30 through 103 of the Public Records of Marion County, Florida.
11. **DCA** – Florida Department of Community Affairs which was abolished but is referred to herein as needed for historical context.
12. **DEO** – Florida Department of Economic Opportunity.
13. **Developer** – Any successor developer to the Master Developer who acquires by deed (recorded in the public records of Marion County) any portion of the Property and a written assignment of development rights and obligations (recorded in the public records of Marion County) from the Master Developer. The assignment of development rights and obligations shall specifically provide the rights and obligations assigned by the Master Developer to a Developer pursuant to this ARDO, and a Developer's development rights under this ARDO shall be limited to the terms of the written

assignment. A Developer shall not be the Master Developer except as provided below in Section I, Paragraph No. 24 below, which provides the definition of "Master Developer."

14. **DHR** – Division of Historic Resources, Florida Department of State.
15. **DRI** – Development of Regional Impact.
16. **E2M Application** – The Application filed with the County on October 21, 2014 to replace and supersede the Amended OTOW DRI Development Order pursuant to the procedures set forth in Section 380.06(19)(e)2.m., Florida Statutes (2016), which includes the: correspondence to Gregory Stubbs, Director, Marion County Growth Services from Reggie Bouthillier, dated October 21, 2014, and the attachments; (a) Draft Amended and Restated Development Order with exhibits; and (b) the Technical Memorandum which included the Transportation Methodology Statement.
17. **Equivalency Matrix** – The matrix authorizing the exchange of land uses attached hereto as **Exhibit "C"** and pursuant to Condition No. 3 below.
18. **First DRI Amendment** – Resolution No. 1994-R-228 adopted on September 20, 1994.
19. **FDEP** – Florida Department of Environmental Protection.
20. **FDOT** – Florida Department of Transportation.
21. **FFWCC** – Florida Fish and Wildlife Conservation Commission.
22. **FLWAC** – Florida Land and Water Adjudicatory Commission.
23. **Fourth DRI Amendment** – Resolution No. 2008-R-157 adopted on April 1, 2008.
24. **FLUM** – Future Land Use Map that is contained within the Comprehensive Plan.
25. **Master Developer** – On Top of the World Communities, Inc., a Florida corporation, or a successor or assign, who has been assigned in writing by the Master Developer any rights and/or obligations pertaining to the role of the Master Developer pursuant to this ARDO.
26. **Master Developer's Share** - The Master Developer's total share of the Proportionate Share Mitigation Obligation which is Eleven Million Four Hundred Seventy Three Thousand Three Hundred Sixty Dollars and 00/100 (\$11,473,360.00) as further described below.
27. **Master Developer Vested Development Program** - The portion of the OTOW DRI Vested Development Program totaling 19,400 retirement dwelling units, or the equivalency thereof pursuant to Condition No. 3 below, 356,740 square feet of commercial, 250 hotel rooms, and the other residential and commercial land uses authorized by Condition No. 1 below.

28. **Map “H”** – Map “H” is the master development plan for the On Top of the World DRI dated July 5, 2016 (Sheet No. 1 of 1), produced by JCH Consulting Group, Inc., and attached hereto as “**Exhibit B.**”
29. **MCSWMSBU** – Marion County Solid Waste Municipal Service Benefit Unit.
30. **NCFRPC** – North Central Florida Regional Planning Council.
31. **Non-Retirement Dwelling Units** – Residential dwelling units which include single family detached, townhomes, and multi-family (e.g., duplexes, apartments, condominiums, etc.), and any other form of residential uses authorized by Condition Nos. 1 and 3 below.
32. **OTOW** – On Top of the World Communities, Inc., the Master Developer.
33. **OTOW ADA** – The initial Application for Development Approval for the On Top of the World Development of Regional Impact.
34. **OTOW DRI** – On Top of the World Development of Regional Impact.
35. **OTOW DRI Development Order** –The 1982 Development Order and Stipulation, collectively.
36. **OTOW DRI Development Order Amendments** – The following four (4) amendments to the OTOW DRI Development Order: First DRI Amendment; Second DRI Amendment; Third DRI Amendment; and Fourth DRI Amendment.
37. **OTOW DRI Vested Development Program** – The Phase 1 and Phase 2 development program cumulatively totaling the 23,400 retirement dwelling units, or the equivalency thereof pursuant to Condition No. 3 below, 356,740 square feet of commercial, 250 hotel rooms, and the other residential and commercial land uses authorized by Condition No. 1 below.
38. **Project** – The development within the Property as authorized by this ARDO.
39. **Property** – The real property subject to this ARDO as specifically described in **Exhibit “A.”**
40. **Proportionate Share Mitigation Obligation** – The total OTOW DRI transportation proportionate share contribution amount which is Thirteen Million Eight Hundred Forty Thousand Dollars and 00/100 (\$13,840,000.00) as further described below.
41. **Pulte Home Corporation** – a Developer and landowner within the OTOW DRI.
42. **Pulte’s Share** - Pulte Home Corporation’s total share of the Proportionate Share Mitigation Obligation which is Two Million Three Hundred Sixty Six Thousand Six Hundred Forty Dollars and 00/100 (\$2,366,640.00) as further described below.

43. **Pulte Vested Development Program** - The portion of the OTOW DRI Vested Development Program totaling 4,000 retirement dwelling units within the Stone Creek Planned Unit Development as specifically provided in the Assignment of Development Rights dated September 25, 2005 (OR BK 04194 PGS 1743-1765) as amended by First Amendment to the Assignment of Development Rights dated August 11, 2010 (OR BK 05400 PGS 0049-0053), as may be amended in writing by OTOW and Pulte Home Corporation in the future.
44. **Retirement Dwelling Units** – Retirement dwelling units include single family detached, townhomes, and multi-family (e.g., duplexes, apartments, condominiums, etc.), and any other form of residential uses authorized by Condition Nos. 1 and 3 below which are located within a facility or community registered with the Florida Commission on Human Relations pursuant to Section 760.29(4)(e), Florida Statutes (2016).
45. **Second DRI Amendment** – Resolution No. 1996-R-144 adopted on June 4, 1996.
46. **Gross Square Feet or GSF** – Gross Square Feet or GSF shall mean gross square feet or GSF.
47. **S.W. 80th Avenue Project** – The 4-lane widening of S.W. 80th Avenue from north of S.W. 90th Street (present terminus of 4 lanes) to S.W. 63rd Street Road, or further north of S.W. 63rd Street Road as determined by the County during the design phase.
48. **S.W. 80th Avenue North Segment** - The portion of the S.W. 80th Project from S.W. 80th Street to S.W. 63rd Street Road, or further north of S.W. 63rd Street Road as determined by the County.
49. **S.W. 80th Avenue South Segment** - The portion of the S.W. 80th Project from north of S.W. 90th Street (present terminus of 4-lanes) to S.W. 80th Street, or further north of S.W. 80th Street as determined by Marion County.
50. **SWFWMD** – Southwest Florida Water Management District.
51. **Stipulation** – The September 23, 1983 stipulation between DCA and OTOW that resolved the Appeal and amended the 1982 Development Order.
52. **Technical Memorandum** – The Technical Memorandum On Top of the World Development of Regional Impact, 380.06(19)(e)2.m., F.S. Amendment Transportation Analysis, prepared by Coen & Company dated October 2014 which is approved by this ARDO.
53. **Third DRI Amendment** – Resolution No. 2001-R-290 adopted on October 17, 2001.
54. **Transportation Fees or Transportation Fee** - Transportation impact fees, mobility fees, or any other transportation fees.

55. **Transportation Methodology Statement** – The Transportation Methodology Statement On Top of the World Development of Regional Impact 380.06(19)(e)2.m., F.S. Amendment, prepared by Coen & Company and updated February 2014 which is approved by this ARDO.
56. **USFWS** – United States Fish and Wildlife Service.

II. FINDINGS OF FACT

The Board hereby makes the following Findings of Fact:

1. The OTOW ADA was filed on June 18, 1982.
2. The County adopted the 1982 Development Order on October 12, 1982.
3. On November 24, 1982, DCA filed the Appeal.
4. On September 23, 1983, DCA and OTOW, entered into the Stipulation, which resolved all disputed issues raised in the Appeal and which granted permission to develop pursuant to the 1982 Development Order, subject to the terms of the Stipulation.
5. FLWAC issued a Final Order on December 5, 1983, dismissing the Appeal based upon the terms of the Stipulation.
6. Marion County has amended the OTOW DRI Development Order four (4) times which were collectively defined above as OTOW DRI Development Order Amendments.
7. OTOW filed the E2M Application with the County on October 21, 2014 to replace and supersede the Amended OTOW DRI Development Order pursuant to the procedures set forth in Section 380.06(19)(e)2.m., Florida Statutes (2016), with this ARDO.
8. The DEO confirmed by correspondence dated April 25, 2014, that the E2M Application may be reviewed and approved pursuant to Section 380.06(19)(e)2.m., Florida Statutes (2016).
9. OTOW is the Master Developer of the OTOW DRI and has the authority to file the E2M Application and to obtain the ARDO with respect to the Property subject to this ARDO which is specifically described on **Exhibit “A”** attached hereto. Pulte Home Corporation agreed to the filing of the E2M Application and to this ARDO.
10. The E2M Application proposes the following changes to the Amended OTOW DRI Development Order:
 - A. Amend conditions as necessary to incorporate the transportation proportionate share methodology pursuant to Section 163.3180(5), Florida Statutes (2016), provide for the method and timing for satisfying the Proportionate Share Mitigation Obligation, and confirm the OTOW DRI Vested Development Program;

- B. Delete **Exhibit “D”** to the Amended OTOW DRI Development Order and provide greater flexibility with respect to the location and design of commercial uses within the OTOW DRI to facilitate economic development as provided in Condition No. 5 of this ARDO;
 - C. Amend the conditions to reflect the already approved and adjusted phase dates, build out date, and termination date based on “statutory extensions” previously obtained pursuant to Sections 380.06(19)(c) and 253.363, Florida Statutes (2016); and
 - D. Create this ARDO for the OTOW DRI to incorporate the above changes, confirm the status of conditions from the Amended OTOW DRI Development Order, and to update those conditions as set forth herein.
11. This ARDO hereby incorporates by reference the E2M Application.
 12. The development authorized by this ARDO is consistent with the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes (2016).
 13. The Property is not located within an area of critical state concern.
 14. The development authorized by this ARDO is consistent with the Marion County Comprehensive Plan and the Marion County land development regulations.
 15. The authorized agent for the Master Developer is Reggie L. Bouthillier, Esq., Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

III. CONCLUSIONS OF LAW

Based upon the Findings of Fact, the Board hereby makes the following Conclusions of Law:

1. The OTOW DRI development authorized by this ARDO is consistent with the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes (2016).
2. The OTOW DRI and development authorized by this ARDO is consistent with the Comprehensive Plan and County land development regulations.
3. Development within the OTOW DRI shall be in accordance with the conditions of this ARDO.
4. This ARDO, as may be amended from time to time, shall govern development on the Property. This ARDO replaces and supersedes the Amended OTOW DRI Development Order in all respects.
5. Pursuant to Section 380.06(19)(e)2.m., Florida Statutes (2016), the ARDO is approved as a non-substantial deviation.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Marion County, Florida, in public meeting, duly constituted and assembled this 19th day of July 2016, that based on the Findings of Fact and the Conclusions of Law, the On Top of the World Development of Regional Impact as amended by the E2M Application and this ARDO is hereby ordered approved, subject to the following conditions as set forth in this ARDO:

IV. CONDITIONS OF APPROVAL

1. APPROVED DEVELOPMENT PROGRAM.

A. **Development Program.** The OTOW DRI is approved for the land use allocations by phase as set forth in Condition No. 2 below. In addition, the development program is authorized by Map “H” (**Exhibit “B”**) and shall be implemented in accordance with this condition.

(1) Residential.

The following uses are authorized within residential areas as depicted on Map “H” (**Exhibit “B”**):

- (a) Retirement Dwelling Units.
- (b) Non-Retirement Dwelling Units.
- (c) All types of residential uses included in the definition of “residential use” in Policy 2.1.11 in the Marion County Comprehensive Plan, as adopted on May 8, 2014.
- (d) Residential amenities which may include but are not limited to any type of indoor and outdoor recreational uses (e.g., golf courses, health spas, pools, parks, trails, etc.), retail and restaurants operated within golf clubhouses, community centers, education facilities, meeting spaces, and similar functions, activities, and services. Storage facilities, including recreational vehicle and boat storage facilities, limited to residents shall also be considered residential amenities. Residential amenities not located within the designated four hundred ninety (490) acres for commercial pursuant to Condition No. 5 below, which are not limited exclusively for OTOW DRI residents and are available to members of the public shall not be considered commercial uses and are not subject to Condition No. 5 below.
- (e) Utilities and infrastructure.

(2) **Commercial.**

The following uses are allowed within commercial areas depicted on Map "H" (**Exhibit "B"**), subject to Condition No. 5 below:

- (a) All types of commercial uses included in the definition of "commercial use" in Policy 2.1.11 in the Marion County Comprehensive Plan, as adopted on May 8, 2014
- (b) All uses as listed under Residential above, except single family detached and duplexes.
- (c) Hotels.
- (d) All uses listed in the Equivalency Matrix attached as **Exhibit "C."**

B. **Total Acreage.** 11,189.66 acres.

C. **Property Legal Description.** Attached as **Exhibit "A."**

D. **Master Development Plan.** Map "H" attached as **Exhibit "B."**

2. **PHASING, BUILD-OUT, AND TERMINATION.** The OTOW DRI shall be developed in three phases as shown on the following schedule:

| Phase | Phase End Date | Residential (DU) | Commercial (GSF) | Hotel (Rooms) |
|---------|----------------|------------------|------------------|---------------|
| Phase 1 | 10/19/2021 | 14,400 | 253,880 | 250 |
| Phase 2 | 10/19/2029 | 9,000 | 102,860 | |
| Phase 3 | 10/19/2037 | 9,000 | 43,260 | |
| TOTAL | 10/19/2037 | 32,400 | 400,000 | 250 |

Unused development rights from a particular phase shall carry over into the next phase until buildout. The buildout date is October 19, 2037. The ARDO shall remain in effect for a period of fifty years which time period has been extended to August 7, 2048 (i.e., the termination date).¹ The time period for the termination date of the ARDO, the buildout of the OTOW DRI,

¹ The phase dates, buildout date and termination date incorporate tolling periods and extensions authorized by Florida Statutes that were documented by timely filed notices with the County on December 27, 2011 (confirmed by Marion County letter dated December 29, 2011), November 14, 2012 (confirmed by Marion County letter dated July 30, 2013), December 7, 2012, and January 11, 2016 (confirmed by Marion County letter dated February 8, 2016). As of the Effective Date of the ARDO, only one extension has been authorized by County Resolution 94-R-228 which counts cumulatively toward a future determination on whether additional extensions result in a substantial deviation pursuant to Section 380.06(19)(c), Florida Statutes

phasing dates, the downzoning protection date, and any other such deadlines shall be tolled during the time period of any appeal pursuant to Section 380.07, Florida Statutes (2016), or during the pendency of any administrative or judicial proceedings related to this ARDO.

3. **EQUIVALENCY MATRIX.** The Master Developer may increase or decrease land uses within the OTOW DRI by using the Equivalency Matrix attached as **Exhibit “C”** without filing an amendment to the ARDO. Any time the Master Developer uses the Equivalency Matrix, the DEO, NCFRPC, and the County shall be notified in writing. The Master Developer shall include in each biennial report provided pursuant to Condition No. 17 below, the cumulative development and land use totals and remaining allowable development and land use quantities. In the event the Master Developer elects to establish non-retirement residential dwelling units as allowed by the Equivalency Matrix, the non-retirement residential dwelling units shall be located within the OTOW DRI to:

- A. ensure the areas developed as retirement residential comply with applicable federal and state laws; and
- B. direct the non-retirement residential vehicular traffic to Project-wide subdivision collector type streets and away from local streets serving designated retirement residential areas.

4. **TRANSPORTATION.** The total OTOW DRI transportation proportionate share contribution amount is the Proportionate Share Mitigation Obligation. The Master Developer and Pulte Home Corporation shall each be responsible for satisfying their respective shares of the Proportionate Share Mitigation Obligation as further specified in this condition. The Master Developer’s total share of the Proportionate Share Mitigation Obligation is the Master Developer’s Share. Pulte Home Corporation’s total share of the Proportionate Share Mitigation Obligation is Pulte’s Share. The Proportionate Share Mitigation Obligation shall be satisfied by the Master Developer and Pulte Home Corporation as follows:

- A. On or before April 1, 2019:
 - (1) The Master Developer shall pay the County One Million Seventy Seven Thousand Seven Hundred Dollars and 00/100 (\$1,077,700.00).
 - (2) Pulte Home Corporation shall pay the County Two Hundred Twenty Two Thousand Three Hundred Dollars and 00/100 (\$222,300.00).
 - (3) The County shall apply the contributions totaling One Million Three Hundred Thousand Dollars and 00/100 (\$1,300,000.00) to fund the design and the permitting for the S.W. 80th Avenue

(2016). Resolution 94-R-228 approved an extension of the phase dates, build out date and termination date by four years, eleven months and fifteen days.

Project. The County shall be responsible for the development of the S. W. 80th Avenue Project design plans.

(4) Prior to finalizing the design of the S.W. 80th Avenue Project, and in order to accommodate required stormwater retention for the S.W. 80th Avenue Project, the Master Developer and Pulte Home Corporation shall convey by deed or easement to the County for either the expansion of existing County-owned stormwater ponds, or the creation or expansion of stormwater ponds adjacent to the S.W. 80th Avenue Project on property currently owned by the Master Developer or Pulte Home Corporation. The property to be conveyed by deed or easement to the County from the Master Developer or Pulte Home Corporation shall be property they already own and the minimum necessary property the County needs to accommodate the required retention of stormwater from the S.W. 80th Avenue Project.

B. Following the County finalizing the design for the S.W. 80th Avenue Project, and the County obtaining all required federal, state and local permits for the construction and operation of the S.W. 80th Avenue Project:

(1) The Master Developer shall deed property that it already owns to the County which is the minimum necessary right-of-way property needed by the County to construct the S.W. 80th Avenue Project; however, the total right-of-way for the S.W. 80th Avenue Project shall in no event exceed 120 feet in width.

(2) Pulte Home Corporation shall deed property that it already owns to the County which is the minimum necessary right-of-way property needed by the County to construct the S.W. 80th Avenue Project; however, the total right-of-way for the S.W. 80th Avenue Project shall in no event exceed 120 feet in width.

(3) The Master Developer and Pulte Home Corporation shall separately provide to the County the necessary non-exclusive, temporary construction easements over property they already own, which is the minimum necessary property to accommodate construction activities for the S.W. 80th Avenue Project that cannot be performed by the County within the dedicated 120 feet wide right-of-way, but which shall be conducted contiguous to the right-of-way. The temporary construction easements shall terminate on the date that construction is completed.

C. On or before the earlier of either April 1, 2024 or the cumulative issuance of a Certificate of Occupancy (CO) for a total equivalent of 10,500 Retirement Dwelling Units of the OTOW DRI Vested Development Program, regardless of their completion by the Master Developer, Pulte Home Corporation, or a successor and/or assign:

(1) The Master Developer shall pay the County Five Million Ninety Eight Thousand Three Hundred Fifty Dollars and 00/100 (\$5,098,350.00).

(2) Pulte Home Corporation shall pay the County One Million Fifty One Thousand Six Hundred Fifty Dollars and 00/100 (\$1,051,650.00).

(3) The County shall apply the contributions totaling Six Million One Hundred Fifty Thousand Dollars and 00/100 (\$6,150,000.00) to fund the construction of, and shall construct, the S.W. 80th Avenue South Segment. Subject to the County obtaining all required permits and the dedicated right-of-way as provided in Paragraph No. 4.B. above, the County shall commence construction of the S.W. 80th Avenue South Segment within one (1) year from the County's receipt of the above contributions.

D. On or before the earlier of either April 1, 2029 or the cumulative issuance of a Certificate of Occupancy (CO) for a total equivalent of 12,000 Retirement Dwelling Units of the OTOW DRI Vested Development Program, regardless of their completion by the Master Developer, Pulte Home Corporation, or a successor and/or assign:

(1) The Master Developer shall pay the County Five Million Two Hundred Ninety Seven Thousand Three Hundred Ten Dollars and 00/100 (\$5,297,310.00).

(2) Pulte Home Corporation shall pay the County One Million Ninety Two Thousand Six Hundred Ninety Dollars and 00/100 (\$1,092,690.00).

(3) The County shall apply the contributions totaling Six Million Three Hundred Ninety Thousand Dollars and 00/100 (\$6,390,000.00) to fund the construction of, and shall construct, the S.W. 80th Avenue North Segment. Subject to the County obtaining all required permits and the dedicated right-of-way as provided in Paragraph No. 4.B. above, the County shall commence construction of the S.W. 80th Avenue North Segment within one (1) year from the County's receipt of the above contributions.

- E. Pursuant to this ARDO, the OTOW DRI is vested to cumulatively build out the OTOW DRI Vested Development Program. From the OTOW DRI Vested Development Program, the Master Developer shall be vested to cumulatively build out the Master Developer Vested Development Program upon satisfaction of the Master Developer obligations specified in Conditions No. 4.A. through 4.D. above, which shall satisfy all the OTOW DRI transportation mitigation and local concurrency requirements for the Master Developer Vested Development Program pursuant to Section 163.3180(5)(h), Florida Statutes (2016), as may be amended. From the OTOW DRI Vested Development Program, Pulte Home Corporation shall be vested to cumulatively build out the Pulte Vested Development Program upon satisfaction of Pulte Home Corporation obligations specified in Conditions No. 4.A. through 4.D. above, which shall satisfy all the OTOW DRI transportation mitigation and local concurrency requirements for the Pulte Vested Development Program pursuant to Section 163.3180(5)(h), Florida Statutes (2016), as may be amended. Notwithstanding Condition No. 2 of this ARDO, the Master Developer shall be entitled to complete the Master Developer Vested Development Program, and Pulte Home Corporation shall be entitled to complete the Pulte Vested Development Program through the termination date of the ARDO.
- F. The Proportionate Share Mitigation Obligation represents the maximum obligation the Master Developer and Pulte Home Corporation are required to pay until the completion of the OTOW DRI Vested Development Program. In order to ensure the Master Developer and Pulte Home Corporation are not charged more than their respective required fair shares (i.e., Master Developer's Share and the Pulte's Share), this provision shall apply to the OTOW DRI, and govern with regard to the: (i) imposition of Transportation Fees; (ii) the award, entitlement, and application of Transportation Fee credits ("**Transportation Fee Credits**"); and (iii) the relationship between the Proportionate Share Mitigation Obligation (which equals the Master Developer's Share and Pulte's Share together) and Transportation Fee Credits. The following shall apply to address Transportation Fees:
- (1) With regard to the Master Developer, the County shall first apply the remaining "impact fee credits" totaling Eight Hundred Forty Thousand Six Hundred Seven Dollars and 00/100 (\$840,607.00) ("**Master Developer's Existing Impact Fee Credits**") pursuant to the "Impact Fee Credit Agreement For Construction Improvements to Southwest 80th Avenue from State Road 200 North to Southwest 90th Street" between the County and Master Developer dated August 5, 2008 ("**SW 80th Avenue Impact Fee Credit Agreement**") toward and in lieu of the Master Developer's payment of Transportation Fees. After the Master Developer's

Existing Impact Fee Credits have been applied and exhausted as a credit against Transportation Fees required pursuant to the SW 80th Avenue Impact Fee Credit Agreement, the County shall account for all future Transportation Fees paid by the Master Developer, and the total Transportation Fees paid shall be used by the County to reduce and/or eliminate the Master Developer's Share. The Transportation Fees paid by the Master Developer which reduce and/or eliminate the Master Developer's Share shall be applied by the County to the construction of the S.W. 80th Avenue Project as specifically described above.

- (2) The County and Pulte Home Corporation do not have any impact fee credit agreements that pre-exist the Effective Date of this ARDO. The County shall also account for all Transportation Fees paid by Pulte Home Corporation, and the total Transportation Fees paid shall be used by the County to reduce and/or eliminate Pulte's Share. The Transportation Fees paid by Pulte Home Corporation which reduce and/or eliminate Pulte's Share shall be applied by the County to the construction of the S.W. 80th Avenue Project as specifically described above.
- (3) Pulte Home Corporation shall only be entitled to apply the Transportation Fees it pays to reduce and/or satisfy Pulte's Share. After Pulte's Share has been satisfied by the Transportation Fees it pays to the County, any and all Transportation Fees paid by Pulte Home Corporation exceeding Pulte's Share shall first be applied by the County to reduce and/or eliminate the Master Developer's Share. If on April 1, 2029 Pulte's Share has not been satisfied by Transportation Fees paid by Pulte Home Corporation as provided above ("**Remaining Pulte Share**"), and Pulte Home Corporation is required to pay the County the Remaining Pulte Share, Pulte Home Corporation shall be entitled to an amount of Transportation Fee Credits equal to the Remaining Pulte Share, which may be applied to satisfy future Transportation Fees in an amount equal to the Remaining Pulte Share ("**Pulte's Transportation Fee Credit**"). Pulte's Transportation Fee Credit shall be fully transferable and assignable by Pulte Home Corporation within Road Construction District #1 (i.e. West District) as defined by Exhibit "A" (Road Construction Districts) to Marion County Ordinance No. 15-14 upon written notice to the County specifying the party to whom assigned and the amount of credit assigned. After Pulte's Transportation Fee Credit has been either exhausted or assigned, all future Transportation Fees paid by Pulte Home Corporation shall be accounted for by the County, and the Master Developer shall be entitled to credit these Transportation Fees paid

to offset any future transportation mitigation requirements that may be required, regardless of the timing or phase.

(4) If after April 1, 2029, the Master Developer's Share has not been satisfied by Transportation Fees paid by the Master Developer and Pulte Home Corporation as provided above ("**Remaining Master Developer Share**"), and the Master Developer is required to pay the County the Remaining Master Developer Share (or portion thereof), the Master Developer shall be entitled to an amount of Transportation Fee Credits equal to the Remaining Master Developer Share (or portion thereof), which may be applied to satisfy future Transportation Fees in an amount equal to the Remaining Master Developer Share ("**Master Developer's Transportation Fee Credit**") regardless of the timing or phase. The Master Developer's Transportation Fee Credit shall be fully transferable and assignable by the Master Developer within Road Construction District #1 (i.e. West District) as defined by Exhibit "A" (Road Construction Districts) to Marion County Ordinance No. 15-14 upon written notice to the County specifying the party to whom assigned and the amount of credit assigned.

G. (1) If the Master Developer fails to timely comply with any Master Developer obligations as set forth in Condition Nos. 4.A. through 4.D. above, the County may withhold the approval of local development orders (e.g., Rezoning, Special Use Permit, Master Plan, Preliminary Plat, Improvement Plan, Final Plat, Site Plan, etc.) and/or the issuance of building permits to the Master Developer until the obligations are satisfied. If Pulte Home Corporation fails to timely comply with any Pulte Home Corporation obligations as set forth in Condition Nos. 4.A. through 4.D. above, the County may withhold the approval of local development orders (e.g., Rezoning, Special Use Permit, Master Plan, Preliminary Plat, Improvement Plan, Final Plat, Site Plan, etc.) and/or the issuance of building permits to Pulte Home Corporation until the obligations are satisfied. The Master Developer shall not be responsible for any obligations in Condition No. 4 which apply to Pulte Home Corporation, nor shall the Master Developer be responsible for Pulte Home Corporation's failure to comply or satisfy any of the above obligations which apply to Pulte Home Corporation. Pulte Home Corporation shall not be responsible for any obligations in Condition No. 4 which apply to the Master Developer, nor shall Pulte Home Corporation be responsible for the Master Developer's failure to comply or satisfy any of the above obligations which apply to the Master Developer.

(2) If either the Master Developer or Pulte Home Corporation fails to timely comply with any one of their respective obligations as set forth in Condition Nos. 4.A. through 4.D. above, the County may delay its

corresponding obligation to perform in the related subsections of Condition Nos. 4.A. through 4.D. above by an equal amount of time. The County may elect to proceed in satisfying the obligations in Condition Nos. 4.A. through 4.D.; however, the County election to proceed is not, and shall not, serve in any way to suspend or terminate the obligations of the Master Developer or Pulte Home Corporation as set forth in Condition Nos. 4.A. through 4.D.

H. Initiation of the OTOW DRI Phase 3 Development Program:

- (1) Marion County shall not issue building permits for residential development cumulatively exceeding the Master Development Vested Development Program and Pulte Vested Development Program until such time as the Master Developer submits a transportation study to the County which addresses the transportation proportionate share obligations, if any, to complete the build out of the OTOW DRI.
- (2) The transportation study shall be provided consistent with the Transportation Methodology Statement and Technical Memorandum, unless the Master Developer proposes an alternative transportation methodology to the County, which alternative shall be subject to approval by the County.
- (3) The transportation study shall include the methodology and resulting calculations for any transportation proportionate share mitigation and shall be consistent with the Transportation Methodology Statement and Technical Memorandum pursuant to Section 163.3180(5)(h), Florida Statutes (2016), unless the Master Developer proposes an alternative proportionate share methodology and resulting calculations, which alternative shall be subject to approval by the County.
- (4) If the agreed upon transportation study and resulting proportionate share mitigation calculations conclude that there are no significant and adverse impacts to regionally significant roadways, the Master Developer may initiate and complete the OTOW DRI Phase 3 development program through the build out date (i.e., October 19, 2037, as may be extended) and shall have no further obligations or conditions regarding transportation. If the agreed upon transportation study and resulting proportionate share mitigation calculations conclude that there are significant and adverse impacts to regionally significant roadways and the Master Developer elects to continue with the Phase 3 Development Program, the Master Developer shall submit an amendment application in similar form and process to the E2M Application proposing appropriate mitigation.

5. **COMMERCIAL USES.** Commercial uses shall be located and developed in accordance with the following criteria.

- A. Map "H" conceptually depicts commercial locations. Commercial uses are not limited to the conceptual locations and may be sited and developed in accordance with the criteria set forth in this condition.
- B. The total acreage of all commercial tracts and/or lots, upon buildout of the Project, shall not exceed four hundred ninety (490) acres.
- C. All commercial development shall occur on tracts and/or lots established through the filing of a subdivision plat in conformance with the Marion County Land Development Code.
- D. Non-automotive resident access to commercial development areas shall be encouraged through project design and development. Pedestrian, bicycle, golf cart, and multi-modal access methods shall be considered non-automotive access methods. Examples of design and development encouraging non-automotive access may include, but are not limited to, the following:
 - (1) The provision of non-automotive access travel routes designed as separate non-automotive access and automotive access routes. Such travel routes may include sidewalks, bike paths, golf cart paths, and multi-modal paths. Such route paths may be provided independently or combined with streets as street side routes or combined street-path routes.
 - (2) The provisions of specifically designed parking areas to accommodate bicycles and golf carts.
 - (3) The provision of direct non-automotive access routes between residential and commercial areas. Examples of such direct access include scenic sidewalks, bike paths, golf cart paths, and multi-modal paths, which pass through land use buffers to provide direct connections between residential and commercial areas, thereby allowing residents to avoid using roadways for travel routes.

6. **SCHOOLS.** The Master Developer shall address the potential impact of the non-retirement residential uses on the school system in accordance with the requirements of the Marion County School District as reflected in the letter from the Marion County District dated May 24, 1996, attached hereto as **Exhibit "D."** **Status: Continues to apply.**

7. **PUBLIC FACILITIES.**

- A. **Water Supply.** The Master Developer should request additional consumptive use capacity when needed to adequately service the residents of the development. **Status: Continues to apply.**
- B. **Fire.** The Master Developer or Developer should coordinate with the County and the Fire and EMS Advisory Board, addressing future needs for additional fire stations and equipment. **Status: Continues to apply. Conveyed 2.48 acres to Marion County on July 7, 2007 within adjacent south Employment Center land and County constructed a fire station which is now operational.**
- C. **Solid Waste.** In the event residential curbside pick-up is established in all or any portion of the OTOW DRI, a curbside recycling program shall also be implemented by the Master Developer or Developer at the same time as the residential curbside pick-up is established. The Master Developer or Developer shall also coordinate with the County to participate in the commercial business recycling program. These programs shall be initiated with the concurrence of the County Solid Waste Department. Prior to the time any curbside pick-up is established in the OTOW DRI, the Master Developer or Developer shall, within one (1) year of approval of the Third DRI Amendment, establish centralized Residential Recycling Centers in conjunction with the centralized Residential Solid Waste Collection Centers. The Master Developer or Developer may negotiate with the Marion County Solid Waste Department and agree to alternate solutions. Solutions identified and agreed to by the parties through such negotiations shall be reflected in a written agreement between the Master Developer or Developer and the County.

All new residential properties developed within the OTOW DRI shall be subject to participation in any duly adopted MCSWMSBU, provided that, this paragraph shall not be construed to preclude, or to be a waiver of, the Master Developer's, Developer's or any OTOW resident's, right to challenge the validity of the MCSWMSBU, or any assessment or charge created thereunder.

Status: The one (1) year deadline was met by the Master Developer and the remainder of this condition continues to apply.

8. **FISH AND WILDLIFE.**

A. To achieve the desired acreage of habitat protection, the Master Developer shall establish the following Conservation Areas as depicted on Map "H" attached hereto as **Exhibit "B"**:²

- (1) Conservation Area #1, consisting of thirty-three (33) acres;
- (2) Conservation Area #2, consisting of two hundred thirty-five (235) acres;
- (3) Conservation Area #3, consisting of eighty-two and a half (82.5) acres; and
- (4) Conservation Area #5, consisting of twenty-five (25) contiguous acres, with the exception of golf cart paths (five [5] to seven [7] feet wide).

Status: Completed. In exchange for the 25 acre expansion of Conservation Area #2 to 260.02 acres, the FFWCC agreed that Conservation Area #5 would not be impressed with a conservation easement, but required that Conservation Area Nos. 2, 3 and 4 be impressed by conservation easements. Conservation Area #1 was increased from thirty-three (33) acres to forty and nine one hundredths acres (40.09) as shown on Map "H."

~~B. The design specifications for Conservation Area #5 will be submitted to the FFWCC within two (2) months of the approval of the Third DRI Amendment for review and approval by the FFWCC before being finalized.~~

Status: Deleted. The FFWCC approved the 25 acre transfer from Conservation Area #5 to #2.

~~C. Gopher tortoises from surrounding areas of the Property will be relocated to Conservation Area #5 to establish and maintain viable tortoise populations within the preserve.~~

Status: Deleted. The FFWCC approved the 25 acre transfer from Conservation Area #5 to #2.

~~D. Conservation Area #5 will be fenced with hog wire or other suitable material to preclude tortoises from escaping.~~

Status: Deleted. The FFWCC approved the 25 acre transfer from Conservation Area #5 to #2.

² Conservation Area #4, consisting of thirty-five (35) acres, is not located within the OTOW DRI and therefore is not subject to this ARDO.

- E. Conservation Areas #2 and #3 ~~and #5~~ will be placed under perpetual conservation easements, approved by and granted to the FFWCC, to help assure their long-term preservation and management. (Conservation Area #1 was previously the subject of a conservation easement in favor of the FFWCC.)

Status: Deleted as to Conservation Area #5 and completed for Conservation Areas #2 and #3. In exchange for the 25 acre expansion of Conservation Area #2, the FFWCC agreed that Conservation Area #5 would not be impressed with a conservation easement, but required that Conservation Area #s 2 and 3 in the DRI and #4 in the Vested Area be impressed by conservation easements. The Master Developer has satisfied all of the conditions regarding the conservation areas and there are no further obligations of the Master Developer, including reporting, regarding these conservation areas pursuant to this ARDO. The Master Developer will report, as required, directly to the FFWCC pursuant to the terms of the conservation easements.

- F. The Master Developer shall record all of the executed conservation easements in the permanent County property records within one year from the date that the Third DRI Amendment is approved.

Status: Completed

- ~~G. The Master Developer and Developer, as applicable, shall adhere to the conditions contained within the approved Ocala Sandhills Red Cockaded Woodpeckers Habitat Conservation Plan (HCP) and Application for Incidental Take Permit for On Top of the World, Inc.'s Central Site, dated October 28, 1996 and the approved Habitat Conservation Plan and Application for Incidental Take Permit for On Top of the World, Inc.'s Central Site Ocala Sandhills Florida Scrub Jays and Associated Plants and Animals, dated December 1, 1998.~~

Status: Deleted. The Master Developer has satisfied the conditions of the HCPs and Incidental Take Permits as referenced in this condition. There are no further obligations of the Master Developer, including reporting, regarding the HCPs and the Incidental Take Permits pursuant to this ARDO. The Master Developer will report, as required, directly to the relevant Federal and State agencies pursuant to the applicable terms of the HCPs and Incidental Take Permits.

9. **GOLF COURSES.**

- A. Prior to construction of any new golf courses within the OTOW DRI the Master Developer shall submit a Management Plan to DCA, the NCFRPC, and the County. The major purpose of the Management Plan is to assure protection of groundwater resources, including spring systems which may be impacted by development of golf courses within the OTOW DRI,

through the commitment to utilize best management practices. The Management Plan shall incorporate and address the following:

(1) **Water Quality.**

- a. Monitoring:
 - i. Frequency.
 - ii. Location.
 - ii. Parameters.
 - iv. Agencies for submittal of monitoring data shall be DEO and the FDEP.
 - v. Remedial Procedures – and when they will be triggered. Remedial procedures shall contain criteria to determine what modifications to management practices are needed, if any, to correct violations of a standard in the Management Plan.
- b. Water Conservation.
- c. Integrated Pest Management.
 - i. Pesticide Selection
 - ii. Keeping records of all additives applied to the course
 - iii. Pesticide safety and storage
- d. Waste Management.
- e. Wildlife Habitat Management.

Status: Completed. A Management Plan was approved by DCA pursuant to a Settlement Agreement dated March 10, 2003.

- B. No new golf course construction shall occur until the Management Plan is approved by DCA and the County except that no DCA approval is required for the Waste Management portion of the Management Plan. DCA will rely upon the FFWCC for review for compliance with the wildlife mitigation requirements contained within the Third DRI Amendment. Any decision regarding the Management Plan shall be appealable in accordance with Section 380.07, *Florida Statutes*.

Status: Completed.

- C. **Landscaping.** Master Developer and Developer shall continue incorporation into the development of the landscaping principles of the Florida Yards and Neighborhoods program.

Status: Continues to apply.

D. **Irrigation.**

- (1) Master Developer and Developer shall continue minimizing the use of irrigation water on the project site to the extent necessary for landscape maintenance.
- (2) Master Developer and Developer shall utilize reclaimed or another non-potable water source for irrigation, where available.
- (3) For projects incorporating wastewater reuse, Master Developer and Developer shall continue to modify fertilizer types and/or application rates to reflect the nitrogen content of the reclaimed water.

Status: Continues to apply.

- E. **General.** Master Developer and Developer shall continue to develop and implement educational efforts to inform project residents of their role in protecting ground and surface water resources.

Status: Continues to apply.

10. **HISTORICAL AND ARCHAEOLOGICAL.**

- A. **Site 8MR209.** In compliance with Section 267.061(b), *Florida Statutes* and “Historical Preservation Compliance and Review Program of the Florida Department of State, Division of Historical Resources,” November 1990 Final Draft Document, Master Developer commits to preserving Site 8MR209 in place or submitting a Data Recovery Plan to the Division of Historical Resources for its approval. Upon written approval of the Data Recovery Plan, development of Site 9MR209 may proceed.

Status: Completed. The Master Developer has elected to preserve this site as part of Shalom Park.

- B. **Upland Portion of Site 8MR210.** Prior to any development activities which would impact the site, Master Developer commits to conducting Phase II testing on this site. If such testing reveals that the site is eligible for listing in the National Register of Historical Places, Master Developer

commits to preserving it in place or mitigating any impacts in the manner set forth in Condition No. 4.a., above. If such testing reveals that the site is ineligible for listing on the national Register of Historical Places, development of the Upland Portion of Site 8MR210 may proceed.

Status: Completed. As approved by DHR, the sinkhole portion of this site will be preserved and the upland areas are authorized for development.

- C. **Sinkhole Portion of Site 8MR210.** The site shall be preserved in place. The Master Developer reserves the right to appropriately fence the Sinkhole Portion of Site 8MR210 due to potential human safety concerns.

Status: Completed.

11. **CIRCLE SQUARE WOODS SUBDIVISION.** The CSW Plat dedicates all roads in the subdivision to Marion County, and identifies certain public rights-of-way for drainage and other purposes. Portions of the CSW Plat have been annulled or re-platted as stated on the CSW Plat, and Master Developer and Pulte Home Corporation anticipate future replatting as the Property is developed. The roadways comprising the Master Roadway Corridors as referenced on **Exhibit "B"** are planned as future regional roadways. The Master Developer and the County shall cooperatively work together and enter into an agreement to address the terms and conditions of the future dedication of the right-of-way for these regional roads, including the future operation and maintenance. Unless otherwise agreed to by the Master Developer and the County, all future roads and associated stormwater retention areas not identified as part of the Master Roadway Corridors shall not be dedicated to the County and may remain in private ownership or dedicated by the Master Developer to a CDD or property owners association. Future plats or replats shall provide Marion County an easement for ingress and egress for emergency access to each subdivision pursuant to the County Land Development Code. Marion County shall have no obligation for improvement or maintenance of private street rights-of-way, storm drainage facilities, or utility easements that remain in private ownership.

Status: Continues to apply.

12. **COMMUNITY DEVELOPMENT DISTRICTS.** To the extent this ARDO requires that the Master Developer and/or Developer contribute land, provide funding, construct facilities, or otherwise make any other contribution toward infrastructure, transportation, projects, systems or facilities as set forth in Chapter 190, Florida Statutes, including without limitation, those in Section 190.012(1) and (2), Florida Statutes, then a CDD properly formed under the statutes, may independently satisfy such obligations. To the extent provided by law, when any such obligation under this ARDO is met or performed by the CDD, then the Master Developer and/or Developer shall no longer be subject to the obligation; however, the Master Developer shall be responsible for reporting on the status of such obligations in each Biennial Report. The County agrees that, in the event that any such obligations as referenced above, including proportionate share contributions and related pipelined improvements, are satisfied by a CDD, then the CDD shall be eligible for impact fee credits to the extent provided by law.

Status: Continues to apply.

13. **BINDING EFFECT.** This ARDO shall be binding upon the Master Developer, and Pulte Home Corporation, and their respective assignees and successors in interest. **Status: Continues to apply.**

14. **MASTER DEVELOPER.** All Developers within the OTOW DRI shall be required to obtain prior written approval from the Master Developer for any application to amend the ARDO. The Master Developer shall have the exclusive authority to request an amendment to this ARDO and no authorization from Developers will be required to obtain an amendment to the ARDO. The Master Developer shall have the right to seek any form of judicial relief against other Developers within the OTOW DRI to compel compliance with this ARDO. **Status: Continues to apply.**

15. **INVALIDITY.** In the event any portion or section of this ARDO is determined to be invalid, illegal or unconstitutional by a court of competent and final jurisdiction, such decision shall in no matter affect the remaining portions or sections of this ARDO, and said remaining portion or section shall govern the development of the OTOW DRI. **Status: Continues to apply.**

16. **RECORDING.** This ARDO, and any subsequent amendments, shall be recorded by Master Developer in the Public Records of Marion County, Florida, and this ARDO shall govern the development of the OTOW DRI. **Status: Continues to apply.**

17. **LOCAL MONITORING.** The Marion County Growth Services Director will be responsible for monitoring the development pursuant to the requirements of Section 380.06(17), Florida Statutes (2016). The monitoring procedures for the development shall include plat review, construction permits and on-site inspection. **Status: Continues to apply.**

18. **BIENNIAL REPORTING.** In accordance with Section 380.06(18), Florida Statutes (2016), the Master Developer shall submit a biennial report on or before two years from the Effective Date of this ARDO and every second year thereafter during the buildout of the Project. The Biennial Report shall be submitted to the County, NCFRPC and DEO. **Status: Continues to apply.**

19. **DOWNZONE PROTECTION.** The OTOW DRI, as approved by this ARDO, shall not be subject to downzoning or reduction of land uses prior to August 7, 2048, as such date may be extended, unless OTOW consents to such change. **Status: Continues to apply.**

20. **CONSISTENCY AND VESTING.** The development described in this ARDO is determined to be consistent with the Florida Statutes, the Comprehensive Plan, and all County ordinances and regulations in effect as of the Effective Date. The rights of OTOW as Master Developer, or its successors and assigns, to complete the development described in this ARDO are hereby vested pursuant to Section 163.3167(8), Florida Statutes (2016), and Florida common law. Nothing in the Florida Statutes or the County's ordinances and regulations, including Florida Statutes, County ordinances and regulations currently in effect, or as amended in the future, or later-adopted Florida Statutes, County ordinances and regulations, shall be construed to restrict, alter, amend, modify or abridge the rights of OTOW, or its successors or assigns, to

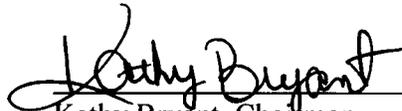
complete the development authorized herein, as originally approved, or as amended in the future.

21. **EFFECTIVE DATE.** The “**Effective Date**” of this ARDO shall be the expiration date of all applicable appeal periods following the County’s approval of the ARDO.

[SIGNATURE BLOCKS APPEAR ON FOLLOWING PAGES]

PASSED AND APPROVED BY THE BOARD OF COUNTY COMMISSION OF
MARION COUNTY, FLORIDA THIS 19th DAY OF JULY, 2016.

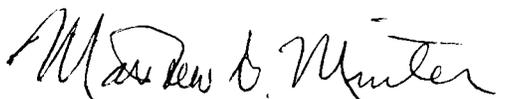
**BOARD OF COUNTY COMMISSION
OF MARION COUNTY, FLORIDA**


Kathy Bryant, Chairman

ATTEST:

By: 
David R. Ellspermann, Clerk of Court

Approved as to Form:


Matthew G. Minter
County Attorney

July 19, 2016

**AMENDED AND RESTATED DEVELOPMENT ORDER
ON TOP OF THE WORLD DEVELOPMENT OF REGIONAL IMPACT**

**ON TOP OF THE WORLD COMMUNITIES,
INC.**
a Florida corporation



Kenneth D. Colen
President

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 22nd day of August, 2016, by Kenneth D. Colen, as President of On Top of the World Communities, Inc., a Florida corporation. He is personally known to me or has produced _____ as identification.

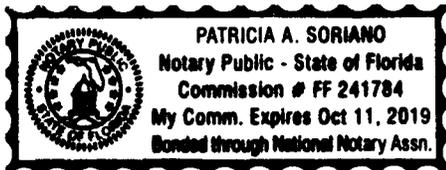
Notary: 

Print Name: Patricia A. Soriano

[NOTARIAL SEAL]

Notary Public, State of Florida

My commission expires: 10-11-19



July 19, 2016

**AMENDED AND RESTATED DEVELOPMENT ORDER
ON TOP OF THE WORLD DEVELOPMENT OF REGIONAL IMPACT**

PULTE HOME CORPORATION,
a Michigan corporation

Robert Banner

Print Name: ROBERT BANNER

Title: PULTE - DIR. OF LAND DEVELOPMENT

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 22 day of August, 2016, by ROBERT BANNER, as Dir. of Land Development of Pulte Home Corporation, a Florida corporation. (S)He is personally known to me or has produced _____ as identification.

Notary: Sarah N. Cantrell

Print Name: Sarah N. Cantrell

[NOTARIAL SEAL]

Notary Public, State of Florida

My commission expires: 10/26/2019



Sarah N. Cantrell
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF930628
Expires 10/26/2019

July 19, 2016

**AMENDED AND RESTATED DEVELOPMENT ORDER
ON TOP OF THE WORLD DEVELOPMENT OF REGIONAL IMPACT**

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

July 19, 2016

**AMENDED AND RESTATED DEVELOPMENT ORDER
ON TOP OF THE WORLD DEVELOPMENT OF REGIONAL IMPACT**

**LEGAL DESCRIPTION OF
ON TOP OF THE WORLD DEVELOPMENT OF REGIONAL IMPACT**

All of CIRCLE SQUARE WOODS as per plat thereof recorded in Plat Book "P" pages 30 thru 103 of the Public Records of Marion County, Florida. And,

Beginning at the Quarter corner of the West boundary of Section 19, Township 16 South, Range 21 East, Marion County, Florida; thence South along said West boundary 210.97 feet to the Northerly right-of-way line of State Road No. 200; thence North 41° 47' East along said right-of-way line 113.47 feet; thence North 30° 54' West 147.23 feet to the Point of Beginning. And,

The N.E. 1/4 of the N.W. 1/4 and the N.W. 1/4 of the N.E. 1/4 and the North 1/2 of the N.E. 1/4 of the N.E. 1/4 all in Section 1, Township 16 South, Range 20 East, more particularly described as follows:

Commence at the Northwest corner of Section 1, Township 16 South, Range 20 East, Marion County, Florida; Thence N.89°57'14"E., along the North boundary of said Section, 1327.98 feet to the N.W. corner of the Northeast 1/4 of the Northwest 1/4 of said Section, said point also being the Point of Beginning. Thence continue along the North boundary of said Section, N.89°56'21"E., 1328.50 feet to the Northeast corner of said Northeast 1/4 of the Northwest 1/4; Thence continue along said North boundary N.89°56'36"E., 2656.81 feet to the Northeast corner of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 1; Thence S.00°00'17"E., along the East boundary of said North 1/2 of the Northeast 1/4 of the Northeast 1/4, 661.11 feet to the Southeast corner of said North 1/2 of the Northeast 1/4 of the Northeast 1/4; Thence S.89°54'40"W., along the South boundary of said North 1/2 of the Northeast 1/4 of the Northeast 1/4, 1328.86 feet to the Southwest corner of said North 1/2 of the Northeast 1/4 of the Northeast 1/4, said point lying on the East boundary of the Northwest 1/4 of the Northeast 1/4 of said Section 1; Thence S.00°02'47"E., along the East boundary of said Northwest 1/4 of the Northeast 1/4, 662.36 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4; Thence S.89°51'08"W., along the South boundary of said Northwest 1/4 of the Northeast 1/4, 1328.22 feet to the Southwest corner of said Northwest 1/4 of the Northeast 1/4; Thence S.89°51'00"W., along the South boundary of said Northeast 1/4 of the Northwest 1/4, 1327.04 feet to the Southwest corner of said Northeast 1/4 of Northwest 1/4; Thence N.00°04'37"W., along the West boundary of said Northeast 1/4 of Northwest 1/4, 1328.40 feet to the Point of Beginning. Above described parcel being situated in Marion County, Florida, and containing 101.04 acres, more or less.

LESS AND EXCEPT:

The North one-half (N ½) and the Southwest one-quarter (SW ¼) of Section 32, Township 15 South, Range 21 East, Marion County, Florida.

LESS AND EXCEPT:

All of Section 31, Township 15 South, Range 21 East, Marion County, Florida.

LESS AND EXCEPT:

The Northwest one-quarter of the Northwest one-quarter (NW $\frac{1}{4}$ -NW $\frac{1}{4}$) and the North one-half of the Northeast one-quarter of the Northwest one-quarter (N $\frac{1}{2}$ -NE $\frac{1}{4}$ -NW $\frac{1}{4}$) and the Southeast one-quarter of the Northeast one-quarter of the Northwest one-quarter (SE $\frac{1}{4}$ -NE $\frac{1}{4}$ -NW $\frac{1}{4}$) and the West one-half of the Northwest one-quarter of the Northeast one-quarter (W $\frac{1}{2}$ -NW $\frac{1}{4}$ -NE $\frac{1}{4}$) and the West one-half of the Southwest one-quarter of the Northwest one-quarter (W $\frac{1}{2}$ -SW $\frac{1}{4}$ -NW $\frac{1}{4}$) and the North one-half of the Southwest one-quarter of the Northeast one-quarter of the Northwest one-quarter (N $\frac{1}{2}$ -SW $\frac{1}{4}$ -NE $\frac{1}{4}$ -NW $\frac{1}{4}$) of Section 5, Township 16 South, Range 21 East, Marion County, Florida.

LESS AND EXCEPT:

The North one-half (N $\frac{1}{2}$) and the North one-half of the North one-half of the South one-half (N $\frac{1}{2}$ -N $\frac{1}{2}$ -S $\frac{1}{2}$), except the South 100 feet of said North one-half of the North one-half of the South one-half (N $\frac{1}{2}$ -N $\frac{1}{2}$ -S $\frac{1}{2}$) of Section 6, Township 16 South, Range 21 East, Marion County, Florida.

LESS AND EXCEPT:

All of CIRCLE SQUARE WOODS FIRST REPLAT as per plat thereof recorded in Plat Book "Y" Page 88 of the Public Records of Marion County, Florida.

LESS AND EXCEPT:

A parcel of land located in Section 24, Township 16 South, Range 20 East and Section 19, Township 16 South, Range 21 East Marion County, Florida and being more particularly described as follows:

Commence at the Northwest corner of the CIRCLE SQUARE WOODS FIRST REPLAT as per plat thereof recorded in Plat Book "Y" Page 88 of the Public Records of Marion County, Florida; thence South 48° 21' 33" East, along the Northeasterly line of said CIRCLE SQUARE WOODS FIRST REPLAT, a distance of 17.00 feet to the Point of Beginning; thence North 41° 38' 27" East 391.91 feet; thence North 48° 21' 33" West 677.91 feet; thence North 41° 38' 27" East 477.74 feet; thence North 00° 42' 17" East 1555.30 feet to the North line of Section 24, Township 16 South, Range 20 East; thence North 89° 09' 46" East, along said line 1200.69 feet to the Northeast corner of said Section 24; thence South 89° 48' 12" East, along the North line of Section 19, Township

16 South, Range 21 East, 1453.23 feet to the Northeast corner of the West one-half ($W \frac{1}{2}$) of the Northwest one-quarter ($NW \frac{1}{4}$) of said Section 19; thence South $00^{\circ} 40' 27''$ West, along the East line of said West one-half ($W \frac{1}{2}$) of the Northwest one-quarter ($NW \frac{1}{4}$), a distance of 1227.93 feet, to the Northerly right-of-way of State Road No. 200; thence South $41^{\circ} 38' 27''$ West, along said Northerly right-of-way, a distance of 2890.10 feet to the Northeast corner of CIRCLE SQUARE WOODS FIRST REPLAT; thence North $48^{\circ} 21' 33''$ West, along the Northeasterly line of CIRCLE SQUARE WOODS FIRST REPLAT, a distance of 1083.00 feet to the Point of Beginning.

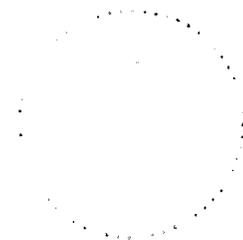


EXHIBIT "B"

MAP "H" MASTER PLAN

July 19, 2016

**AMENDED AND RESTATED DEVELOPMENT ORDER
ON TOP OF THE WORLD DEVELOPMENT OF REGIONAL IMPACT**

EXHIBIT "B"

DRI PHASING TABLE

| PHASE | PHASE END DATE | RETIREMENT DWELLING UNITS ¹ | COMMERCIAL SQUARE FEET | HOTEL ROOMS ² |
|-----------|----------------|--|------------------------|--------------------------|
| Phase I | 10/19/2021 | 14,400 | 253,880 | 250 |
| Phase II | 10/19/2029 | 9,000 | 102,860 | 0 |
| Phase III | 10/19/2037 | 9,000 | 43,280 | 0 |
| TOTAL | 10/19/2037 | 32,400 ³ | 400,000 ³ | 250 ³ |

DRI Buildout Date: October 19, 2037
Termination Date: August 7, 2048

NOTES TO DRI PHASING TABLE

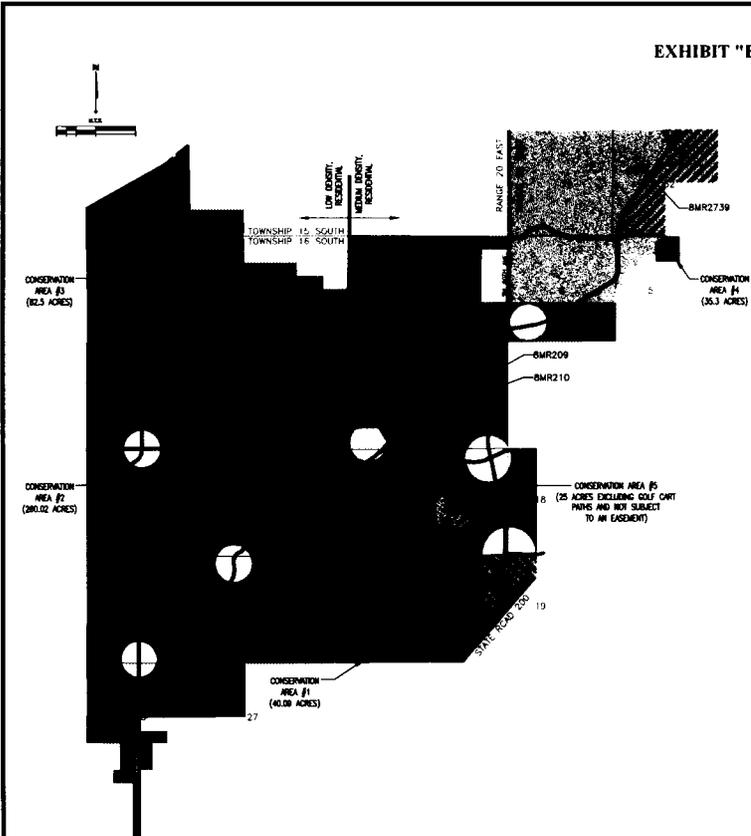
- Retirement dwelling units may be exchanged for other land uses pursuant to Appended and Restated Development Order (ARDO) Condition No. 3 and the Equivalency Matrix attached as Exhibit "C"
- Hotel land use shall be located consistent with applicable Marion County Zoning Code.
- Cumulative amount including previous phase(s).

LAND USE TABLE

| SYMBOL | LAND USE | ACREAGE |
|---|---|------------------|
| DRI APPROVED AREAS^{3,7} | | |
| | Residential ² | 10,292.05 |
| | Commercial ² | 490.0 |
| | Conservation Areas (Subject to easements) | 382.61 |
| | Conservation Area #5 (Not subject to an easement) | 25.0 |
| | Total DRI Areas | 11,189.66 |
| VESTED AREAS^{1,7} | | |
| | Conservation Area #4 | 35.3 |
| | Vested Residential | 1,665.7 |
| | Vested Commercial | 110.0 |
| | Earl Employment Center (308.2 acres included in vested Residential acreage). | |
| | South Employment Center (83.25 acres included in vested Residential acreage). | |
| | Total Vested Areas | 1,811.0 |
| | Total DRI and Vested Areas | 13,000.66 |
| OTHER AREA | | |
| | Other OTOW Land | 193.0 |
| | TOTAL ACRES (DRI, Vested, and Other) | 13,193.66 |

NOTES TO LAND USE TABLE

- Vested areas described for informational purposes only. Refer to DEO file No., BLJM 05-2014-007 dated July 21, 2014, as may be amended from time to time (BLJM).
- Includes a minimum of 700 acres of Golf Course, Parks and Recreational Amenities.
- All land use boundaries are conceptual. Actual boundaries for each land use area will be finalized at the time of construction permitting.
- Potential locations of internal commercial areas are illustrative and may be relocated and/or consolidated pursuant to ARDO condition No. 5.
- Archaeological (see ARDO and BLJM).
- Other OTOW Land included road access.
- Master Roadway Corridors pursuant to Master Roadway Corridor Map prepared by American Heritage Engineering of Florida, Inc. last revised May 2, 2006.
- Map "H" is in color format and shall not be relied on in black and white format.



ON TOP OF THE WORLD DRI

ON TOP OF THE WORLD COMMUNITIES, INC.

DATE: 07/05/16

SCALE: N.T.S.

TITLE: AMENDED AND RESTATED DEVELOPMENT ORDER MAP "H"

SHEET NUMBER: 1 OF 1



JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT, SURVEYING, MEASURING
PLANNING, ENVIRONMENTAL, GIS
SERVICES PROVIDED TO CLIENTS THROUGHOUT
FLORIDA AND THE UNITED STATES
CORPORATE HEADQUARTERS: 1125 S.W.

EXHIBIT "C"

EQUIVALENCY MATRIX (LAND USE EXCHANGE TABLE)

July 19, 2016

**AMENDED AND RESTATED DEVELOPMENT ORDER
ON TOP OF THE WORLD DEVELOPMENT OF REGIONAL IMPACT**

Exhibit "C"

EQUIVALENCY MATRIX (LAND USE EXCHANGE TABLE) ON TOP OF THE WORLD DRI

| Change from Retirement Dwelling Units (RDU) to: | ITE Land Use Code | Exchange Ratio per Unit of Analysis (DU, Bed, RV or 1,000 S.F. as applicable) |
|---|-------------------|---|
| Non-Retirement Residential (DU) | 210 | 1 DU = 3.7037 RDU |
| Independent Living Facility Unit (ILF) | 253 | 1 ILF = .6296 RDU |
| Assisted Living Facility Unit (ALF) | 254 | 1 ALF = 1.0741 RDU |
| Skilled Nursing Facility Bed (SNF Bed) | 620 | 1 SNF Bed = .8148 RDU |
| Specialty Retail | 826 | 1,000 S.F. = 9.6844 RDU |
| Office | 710 | 1,000 S.F. = 9.9593 RDU |
| Medical Office | 720 | 1,000 S.F. = 11.5667 RDU |
| Mini-Warehouse | 151 | 1,000 S.F. = .9630 RDU |
| RV Park | 416 | 1 RV Campsite = 1.0 RDU |

1. Based on ITE Trip Generation Manual, 9th Ed.
2. Exchange ratios based on ITE trip rates during p.m. peak hour (adjacent street). Average ITE trip rates are utilized for all land uses except Specialty Retail, Office and Medical Office, which apply ITE formula. Exchange ratio per 1,000 S.F. for Specialty Retail derived using formula based on 100,000 square feet and applies to all retail/service establishments. Exchange ratios per 1,000 S.F. for office and medical office derived using formula based on 50,000 square feet. All exchange ratios apply per unit of analysis as indicated in the table regardless of size.
3. RDU = ITE Land Use Code 251.
4. Examples: 100 DUs requires reduction of 371 RDUs. 100 SNF Beds requires reduction of 82 RDUs. 100,000 square feet of Specialty Retail requires reduction of 969 RDUs.
5. If a proposed land use is not listed above or is not considered as a component of one of the uses listed in the exchange table, then the appropriate ITE land use category shall be applied to calculate the exchange ratio for that proposed use using the most recent edition of the ITE Trip Generation Manual. Restaurants and other service uses shall be considered as part of the Specialty Retail category when located on the same parcel or a contiguous parcel connected with driveways. A specific ITE rate for such uses shall be applied only where such development occurs independently from the Specialty Retail center.
6. If a proposed land use is not listed in the ITE Trip Generation Manual, the Master Developer shall coordinate with Marion County to develop a mutually acceptable p.m. peak hour trip rate that will be used to calculate the exchange ratio for that proposed use.
7. RV Parks may be occupied on a transient and/or permanent basis. RV Parks may be developed on a rental basis, or as a recorded subdivision if RV lots are to be conveyed.

#4035040 v9

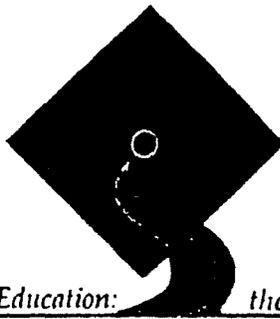
EXHIBIT "D"

SCHOOL BOARD LETTER

July 19, 2016

**AMENDED AND RESTATED DEVELOPMENT ORDER
ON TOP OF THE WORLD DEVELOPMENT OF REGIONAL IMPACT**

#3829164 v29



**Marion County
Public Schools**

512 SE Third Street • PO Box 670 • Ocala FL 34478-0670
(352) 620-7700 • Fax (352) 620-7788

Education: the pathway to success

May 24, 1996

Superintendent
Dr. John Smith

District I
Mr. W. G. "Bill" McLean
805 SE 10 St
Ocala FL 34471

District II
Mrs. Leslie Scales
PO Box 247
Weirsdale FL 32195-0247

District III
Mr. James F. Kelly
PO Box 2514
Dunnellon FL 34430-2514

District IV
Mrs. Jan Cameron
3864 NE 19 St Cir
Ocala FL 34470

District V
Mrs. Deana Lindsey
1755 NE 100 St
Anthony FL 32617

Teresa M. Manning, Planning Director
Marion County Planning Department
2631 SE Third Street
Ocala, FL 34471-9101

RE: On Top of the World, Inc. NOPC

Dear Ms. Manning,



We have reviewed the NOPC Documents filed by On Top of the World, Inc. ("Developer"), and response Documents (hereinafter collectively referred to as "Documents"). It is our opinion that the potential impact to the Marion County School Board had been adequately identified. Furthermore, we have met with representatives of On Top of the World, Inc., and have agreed upon appropriate mitigation to mitigate the potential impact associated with the proposed changes to the project.

Based on the Documents and on the State Requirements for Educational Facilities currently in effect, we have determined that (i) an elementary school site of approximately twenty (20) acres may be required to accommodate the increase in school enrollment associated with the proposed change, and (ii) the school system will have the capacity to meet the demands of increased middle school and high school enrollment from On Top of the World.

We request that the revised Development Order for On Top of the World, Inc. require that:

1. Once four hundred (400) non-retirement dwelling unit building permits have been issued, the Developer shall enter into discussion with the School Board regarding a site which conforms to the State Requirements for Educational Facilities, Florida Administrative Code and Florida Statutes (hereinafter referred to as "Prevailing Law") then in effect governing site requirements for elementary schools.

Teresa M., Manning (letter)

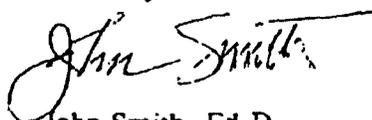
May 24, 1996

Page 2

2. By the time eight hundred (800) non-retirement dwelling unit building permits have been issued, the location of an elementary school site will be agreed upon by the Developer, the School Board and Marion County, which under Prevailing law is adequate to accommodate 700 students.
3. Within ninety (90) days after a total of one thousand (1,000) non-retirement dwelling unit building permits have been issued, the Developer shall convey the elementary school site to the School Board unless the School Board requests in writing that the conveyance be delayed for a period of up to twelve (12) months.
4. The obligation of Developer to convey the elementary school site will terminate if the Marion County School Board notifies Developer that the school will be built off-site in an area that will accommodate students living in On Top of the World.
5. The School Board will consider the architectural design requirements of On Top of the World, Inc. and incorporate them into the plans of the new elementary school to the extent that its budget and applicable law permit.
6. The conveyance by Developer shall be subject to a reverter provision if construction of the elementary school has not commenced within five (5) years after said conveyance.
7. Developer shall provide to the Marion County School Board a copy of the DRI Annual Report ("Annual Report") which Developer is required to file with Marion County. The Annual Report shall include a cumulative update of all non-retirement units for which building permits have been obtained and the location within On Top of the World where non-retirement unites are being constructed.

Thank you for the opportunity of participating in the review of this project. Please keep us informed regarding the review and approval of the On Top of the World NOPC.

Sincerely,



John Smith, Ed.D.
Superintendent

JDS/pb