

June 2, 2023

SUBJECT: PLAT VACATION COMMENTS LETTER PROJECT NAME:

PLAT VACATE - MARION OAKS UNIT 7

PROJECT #2023050111 APPLICATION #30232

1 DEPARTMENT: 911 - 911 MANAGEMENT

REVIEW ITEM: Plat Vacation

STATUS OF REVIEW: INFO

REMARKS: APPROVED

2 DEPARTMENT: DOH - ENVIRONMENTAL HEALTH

REVIEW ITEM: Plat Vacation

STATUS OF REVIEW: INFO

REMARKS: 6/2/23 - Environmental Health was unable to complete their review prior to the DRC agenda deadline. SA

3 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: Plat Vacation

STATUS OF REVIEW: INFO

REMARKS: INFO. The applicant is proposing to vacate 8 Marion County owned DRAs (8007-1100+09, 8007-1098+01, 8007-1094+05, 8007-1131+04, and 4 within PID 8007-1124-00) to construct industrial warehouses and 5 new DRAs. There is a Flood Prone Area within PID 8007-1100-03 (NAVD 78.3'), 8007-1098-08, and 8007-1100+09 (NAVD 86.7'). A Major Site Plan will be required due to the amount of impervious proposed with the concept plan.

4 DEPARTMENT: ENRAA - ACQ AGENT ENG ROW

REVIEW ITEM: Plat Vacation

STATUS OF REVIEW: INFO

REMARKS: The applicant is requesting to vacate various or portions of the plat of Marion Oaks – Unit Seven, Recorded in Plat Book O, Pages 140-153, Public Records of Marion County, Florida. Vacating these plats will allow for future development of industrial warehouses.

5 DEPARTMENT: FRMSH - FIRE MARSHAL REVIEW

REVIEW ITEM: Plat Vacation

STATUS OF REVIEW: INFO

REMARKS: Approved

6 DEPARTMENT: ENGTRF - TRAFFIC REVIEW

REVIEW ITEM: Plat Vacation

STATUS OF REVIEW: INFO

REMARKS: APPROVED

7 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW

REVIEW ITEM: Plat Vacation

STATUS OF REVIEW: INFO

REMARKS: CONDITIONAL APPROVAL: Subject to execution with accompanying Agreement. Further, this request is also being coordinated with an ongoing Planned Unit Development proposal - PUD Rezoning No. 221208ZP, TDC Deltona Land.

8 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: Plat Vacation

STATUS OF REVIEW: INFO

REMARKS: The request is to vacate a portion of Marion Oaks Unit 7. AR 30226 addresses the road closure for SW 27th Avenue.

9 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: Plat Vacation

STATUS OF REVIEW: INFO

REMARKS: NO OBJECTION as per letter dated 9/27/22



Marion County Board of County Commissioners

Office of the County Engineer

412 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8686
Fax: 352-671-8687

INTERDEPARTMENTAL CORRESPONDENCE

May 16, 2023

Subject: Application for Plat Vacation

Subdivision: Marion Oaks – Unit Seven

The attached petition is scheduled to be considered by the Development Review Committee on **May 23, 2023**. If you have any questions regarding the petition, please call the Applicant Agent, Jimmy Gooding at (352) 579-6580.

Right of Way and Property Management Comments:

The applicant is requesting to vacate various or portions of the plat of Marion Oaks – Unit Seven, Recorded in Plat Book O, Pages 140-153, Public Records of Marion County, Florida. Vacating these plats will allow for future development of industrial warehouses.

Form PV-M



Marion County Board of County Commissioners

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Application for Plat Vacation

Chapter 177 F.S. provides that the governing bodies of the counties of the state may adopt resolutions vacating plats in whole or in part of subdivisions in said counties, returning the property covered by such plats either in whole or in part into acreage. Before such resolution of vacating any plat either in whole or in part shall be entered by the governing body of a county, it must be shown that the persons making application for said vacation own the fee simple title to the whole or that part of the tract covered by the plat sought to be vacated, and it must be further shown that the vacation by the governing body of the county will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

All information must be typed or legibly written

1. APPLICANT INFORMATION:

Date: _____

Applicant: TDC Deltona Land, L.L.C.

Address: 1900 West Loop South, Suite 1300, Houston, Tx 77027

Agent / Contact: Steve Kros, Authorized Signatory; See also next page.

Address: 3343 Peachtree Road, Suite 1850, Atlanta, Georgia 30326

Phone Number: (404) 842-6528

E-mail: Steve.Kros@transwestern.com

Attach documentation, which establishes applicant as a qualified entity to request vacating tract under provisions of Chapter 177 F.S. A copy of the deed of record may be obtained from the Clerk's website:
http://216.255.240.38/wb_or1/or_sch_1.asp

2. PROPERTY INFORMATION:

Parcel Number(s): See attached Exhibit A.

Unit/Block/Lot: See attached Exhibit A.

Subdivision Name: Marion Oaks Unit Seven

Sec/Twp/Rge: Plat Bk/Pg O/140.

Parcel Size: _____

Attach a plat map and an aerial photo that includes the requested property highlighted and the surrounding area. Aerial photo may be printed from the Marion County website at:

<https://maps.marioncountyfl.org/interactivemap/>

Are any other applications pending? Yes No

Variance Family Division Site Plan Approval Other: Comp Plan Amendment, Rezoning and Road Closing

3. PURPOSE / REASON FOR REQUEST TO VACATE PLAT – check all that apply and describe below:

Code Violation (attach copy of letter citing violation)

To clear an existing encroachment

Family Division

To allow for construction of:

Pool Screened Pool/Deck Building Addition Other
Industrial warehouses

**PETITION TO VACATE A PLAT
OR PORTION OF THE PLAT OF
MARION OAKS UNIT SEVEN**

Plat Book O, Page 140

Whereas, TDC Deltona Land, L.L.C., a Delaware limited liability company, Petitioner(s), herewith petitions the Board of County Commissioners of Marion County, Florida, in accordance with the provisions of Chapter 177, Florida Statutes, to adopt a Resolution to vacate certain platted lands described as follows, to wit:

SEE ATTACHED EXHIBIT 'A'

Whereas, said Petitioner states and represents to the Board of County Commissioners of Marion County, Florida, that the above platted lands are owned in fee simple except for such dedicated public areas as may therein be included; and

Whereas, said Petitioner presents this Petition to the Board of County Commissioners of Marion County, Florida, complete with proof of publication of the intention to annul the platted lands above described, proof of ownership of the platted lands and certify that the taxes on said platted lands above have been paid;

Now therefore, Petitioner respectfully requests the Board of County Commissioners to vacate the platted lands above described, in accordance with the provisions of Chapter 177, Florida Statutes and to adopt and record a Resolution declaring the same.

DATE: 9/22/22

BY: Steve Kros
(Signature)

3343 Peachtree Road, #1850, Atlanta, GA 30326
(Address)

Steve Kros as Authorized Agent

(Print Name)

(Print Name)

(404) 842-6528

(Phone)

(Phone)

Additional Agent Information:

By: W. James Gooding III, Esquire
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
Telephone (352) 579-1290
jgooding@lawyersocala.com

By: Richard V. Busche
Kimley-Horn and Associates, Inc.
101 E. Silver Springs Blvd., #400
Ocala, FL 34470
Telephone (352) 438-3000
Richard.busche@kimley-horn.com

Exhibit 4
DESCRIPTIONS FOR PLAT VACATION

	Description	Tax Parcel ID
1.	D.R.A. west of Lot 9 of Block 1100 and east of Lawrence Boulevard, n/k/a SW 29th Avenue Road.	8007-1100+09
2.	D.R.A. south of Byrd Boulevard and between Lots 1 and 2 of Block 1098. ¹	8007-1098+01
3.	D.R.A. between Lots 5 and 6 of Block 1094.	8007-1094+05
4.	D.R.A. between Lots 4 and 5 of Block 1131.	8007-1131+04
5.	D.R.A. between Lots 12 and 13 of Block 1124.	8007-1124-00 (portion)
6.	D.R.A. between Lots 5 and 6 of Block 1124, and attached Drainage Right of Way between Lots 5 and 6 of Block 1124.	8007-1124-00 (portion)
7.	Drainage Right of Way between Lots 1 and 2 of Block 1129.	8007-1124-00 (portion)
8.	Drainage Easement between Lots 1 and 2 of Block 1128.	8007-1124-00 (portion)
9.	That portion of Byrd Boulevard lying east of the westerly projection of the 40' Alley lying between Blocks 1099 and 1100	None
10.	Howard Drive from intersection with Daniel Avenue to northern boundary of Elvin Street.	None
11.	That portion of Daniel Avenue north of the northern boundary of Elvin Street.	None
12.	Henry Circle.	8007-1124-00 (portion)
13.	40' Alley between Lots 1 through 5 of Block 1129 and Lots 1 through 5 of Block 1128.	8007-1124-00 (portion)
14.	40' Alley between Lots 1 through 5 of Block 1095 and Lots 10 through 13 of Block 1094.	None
15.	40' Alley bounded by Lots 4 and 5 of Block 1099; that portion of Lot 4 of Block 1100 southeast of a northeasterly prolongation of the northwesterly boundary line of Lot 4 of Block 1099; Lots 5, 6, 7 and 9 of Block 1100; and D.R.A. located west of Lot 9 of Block 1100 and East of Lawrence Boulevard n/k/a SW 29th Avenue Road.	None

¹ All references to D.R.A.s, Lots, Blocks, Tracts Streets, and Avenues refer to Marion Oaks Unit 7, according to the plat thereof recorded in Plat Book O, Pages 140 through 153, public records of Marion County, Florida.

	Description	Tax Parcel ID
16.	40' Alley bounded by: Lots 9 through 12 of Block 1098; Lot 1 of Block 1098; the D.R.A. between Lots 1 and 2 of Block 1098; Lots 3 through 6 of Block 1098; and Lots 7 and 8 of Block 1098.	8007-1124-00 (portion)
17.	40' Alley between Lots 1 through 6 of Block 1096 and Lots 1 through 6 of Block 1097.	None
18.	Tract AA	None
19.	Tract Z less and except that portion lying south of an easterly prolongation of the southerly boundary line of Lot 3 of Block 1493.	None
20.	All other platted lots within Marion Oaks Unit 7: (a) east of Lawrence Boulevard n/k/a SW 29th Avenue Road except Lots 1 of 3 of Block 1099 and Tract V; and (b) north of Elvin Street.	8007-1094-01; 8007-1094-02; 8007-1094-03; 8007-1094-04; 8007-1094-05; 8007-1094-06; 8007-1094-07; 8007-1094-08; 8007-1094-09; 8007-1094-10; 8007-1094-11; 8007-1094-12; 8007-1094-13; 8007-1095-01; 8007-1095-02; 8007-1095-03; 8007-1095-04; 8007-1095-05; 8007-1096-01; 8007-1096-02; 8007-1096-03; 8007-1096-04; 8007-1096-05; 8007-1096-06; 8007-1097-01; 8007-1097-02; 8007-1097-03; 8007-1097-04; 8007-1097-05; 8007-1097-06; 8007-1098-01; 8007-1098-02; 8007-1098-03; 8007-1098-04; 8007-1098-05; 8007-1098-06; 8007-1098-07; 8007-1098-08; 8007-1098-09; 8007-1098-10; 8007-1098-11; 8007-1098-12; 8007-1099-02; 8007-1099-04; 8007-1099-05; 8007-1100-01; 8007-1100-02; 8007-1100-03; 8007-1100-04; 8007-1100-05; 8007-1100-06; 8007-1100-08; 8007-1100-09; 8007-1124-00; 8007-1130-01; 8007-1130-02; 8007-1130-03; 8007-1130-04; 8007-1131-01; 8007-1131-02;

	Description	Tax Parcel ID
		8007-1131-03; 8007-1131-04; 8007-1131-05; 8007-1131-06; 8007-1131-07; 8007-1131-08; 8007-1131-09; 8007-1131-10; 8007-1493-01; 8007-1493-02; 8007-1493-03

P:\JG\Transwestern\Entitlements\Plat-Roads\Plat\Property for Plat Vacation 9-22-22 CH 10-3.docx

LETTER OF NO OBJECTION
(PLAT VACATION)

To: Development Review Officer
Marion County Utilities
11800 SE US Highway 441
Bellevue, FL 34420
Utilities@marionfl.org

Date: September 22, 2022

From: W. James Gooding III, Esq.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471
jgooding@lawyersocala.com
Phone: 352-579-1290

RE: Plat Vacation Application

Location: Portion of Marion Oaks Unit 7 East of SW 29th Avenue Road and North of Elvin Street

TDC Deltona Land, L.L.C., a Delaware limited liability company, intends to petition the Marion County Board of County Commissioners to consider the vacation of a portion of the Plat of Marion Oaks Unit Seven, according to the plat thereof as recorded in Plat Book O, Page 140, public records of Marion County, Florida, more particularly described as follows: See attached **Exhibit A**.

There are no existing utilities currently located within the vacated area, and thus no easement for such utilities will be reserved.

Enclosed for your reference and review is a survey highlighting the area to be vacated, and a location map depicting the area surveyed so that you can better determine where the area to be vacated is located.

Does Marion County object to the proposed Plat Vacation?

Yes No

If yes, please explain below:

Please specify below the Utility Company(s) that Marion County Utilities requires a "No Objection" letter from, if any:

TECO	CenturyLink
SECO	Cablevision of Marion County
Charter Communications	Zito-West Holding, LLC

Signature
Mr. Tody C Kirkman, P.E.
Print Name

Utilities Director
Title 9/27/22
Date

Enclosures:

Survey
Location map

Form RC-L

This Instrument Prepared by and Record and Return to:
W. James Gooding III
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

AGREEMENT CONCERNING PLAT VACATION AND ROAD CLOSING

THIS AGREEMENT CONCERNING PLAT VACATION AND ROAD CLOSING, is executed as of June 6, 2023 (the “Effective Date”) by and between:

- Marion County, Florida, a political subdivision of the State of Florida (“County”); and
- TDC Deltona Land, L.L.C., a Delaware limited liability company (“Developer”).

WHEREAS:

- Developer owns the Property¹ located in Marion County, Florida.
- Developer has obtained the Transwestern North Approvals pursuant to which County approved:
 - 1). An amendment to the County Comprehensive Plan for a portion of the Property assigning the Property the Employment Center (“EC”) future land use, which is the same future land use as the rest of the Property has.
 - 2). PUD zoning classification for the Property.
- Developer intends to develop the Property as an industrial warehouse development as set forth in the Transwestern North Approvals.
- Developer and County have entered into the Concurrency Agreement pursuant to which, among other things, Developer is obligated to construct the SW 20th Extension.
- In connection with the Transwestern North Approvals, Developer also submitted the:
 - 1). Plat Vacation Application.
 - 2). Road Closing Application.
- County has approved the Applications contingent upon Developer entering into this Agreement with County.
- Developer and County are entering into this Agreement pursuant to the foregoing.

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

¹ Terms capitalized in these Whereas paragraphs have the meaning set forth in paragraph 1 below.

1. **Definitions.** In addition to any other terms which may be specifically defined elsewhere in this Agreement, for the purposes of this Agreement the following terms shall have the following meanings:
 - 1.1. *20th Connector* – The extension of the 20th Extension through the Property and intersecting with the Northern Road, as depicted on the Concept Plan.
 - 1.2. *20th Extension* – The extension of SW 20th Avenue Road from its current terminus south of the southern boundary of the Property so that it extends through the Property and intersects with SW 29th Avenue Road.
 - 1.3. *20th Improvements* – One or more of the following, together with any necessary Stormwater Management Facilities to accommodate stormwater from the following:
 - 1.3.1. 20th Extension.
 - 1.3.2. 20th Connector.
 - 1.4. *Applications* – The Plat Vacation Application and the Road Closing Application.
 - 1.5. *Closed Roads* – The roads being closed pursuant to County's approval of the Road Closing Application.
 - 1.6. *Concept Plan* – The portion of the PUD Plan approved by County in connection with the Transwestern North Approvals, a copy of which is attached hereto as **Exhibit C**, which Concept Plan depicts the 20th Extension and the 20th Connection.
 - 1.7. *Concurrency Agreement* – The *Development Agreement Concerning Concurrency, Impact Fee Credits, and Other Matters, for Transwestern North* between Developer and County dated April ___, 2023.
 - 1.8. *Construct* (regardless of whether the terms is capitalized) – When used in the context of the 20th Improvements: (a) the design, permitting and construction of the 20th Improvements; and (b) conveyance to County of all necessary ROW.
 - 1.9. *Convey* – To convey to County fee simple title to ROW, or to grant County an easement (including a public ingress/egress easement or drainage easement) over such ROW. Unless the provision referring to a conveyance specifically refers to the grant of an easement, it shall be assumed that it refers to the conveyance of fee simple title.
 - 1.10. *Conveyance Standards* – The standards and terms for the conveyance of ROW (including conveyances of fee simple title or grants of easements), as set forth on the attached **Exhibit B**.
 - 1.11. *County* – Marion County, Florida, a political subdivision of the State of Florida.
 - 1.12. *County Representative* – The County Administrator, any Assistant or Deputy County Administrator, or the County Engineer.

- 1.13. *Deeded Roads* – The ROW deeded to County pursuant to deeds recorded in Deed Book 299, Page 347 and Deed Book 299, Page 348, all in the Public Records of Marion County, Florida.
- 1.14. *Developer ROW* – ROW owned or hereafter acquired by Developer and conveyed to County in connection with any 20th Improvements or pursuant to this Agreement. The phrase does not include the Temporary Access Easement.
- 1.15. *DRAs* – Drainage Retention Areas being constructed by Developer as part of the Stormwater Management Facilities for the 20th Improvements to accommodate the storage and treatment of Stormwater from the road portions of the 20th Improvements (and the Property if the Stormwater Management Facilities are constructed as shared facilities pursuant to paragraph 1.34).
- 1.16. *Existing Plat* – The Plat of Marion Oaks Unit Seven as recorded in Plat Book O, Page 140, Public Records of Marion County, Florida.
- 1.17. *Existing Route* – The route through the Property currently used by the Northern Parcels Owners for ingress and egress between SW 29th Avenue Road and the terminus of the Closed Roads on the Property, and as depicted with cross-hatching on the attached **Exhibit D**.
- 1.18. *Governmental Authority* – Any governmental entity, agency, department, bureau, division, or other representative of any governmental entity which has jurisdiction, permitting authority, or the authority to issue authorizations or approvals regarding: development or usage of the Property or any Parcel thereof; and the 20th Improvements.
- 1.19. *Month* (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date of the first event. For example, two (2) months after November 15, 2023, is January 15, 2024. If the first date is a day of the month which is not in the subsequent month, the subsequent date will be the last day of such subsequent month. For example, one month after May 31, 2023, is June 30, 2023.
- 1.20. *New Plat* – A Plat to be recorded by Developer in connection with its development of the Property. If Developer records such a Plat prior to conveying ROW to County pursuant to this Agreement, the Plat shall dedicate the 20th Improvements to County.
- 1.21. *Northern Parcels* – The parcels located north of the northern terminus of the Closed Roads. The Northern Parcels currently have Marion County Tax Parcel ID Nos: 41200-002-00, 41200-010-00, 41200-031-00, 41200-032-00 and 41200-033-00.
- 1.22. *Northern Parcels Owners* – The owners of the Northern Parcels and their guests, invitees or other persons traveling to and from the Northern Parcels.
- 1.23. *Party or Parties* – As applicable, either Developer or County.
- 1.24. *Permits* – All permits necessary for the construction of the 20th Improvements.
- 1.25. *Plans* – The plans and specifications for the construction of the 20th Improvements, as approved by County and/or all other Governmental Authorities with jurisdiction thereover.

- 1.26. *Plat* – A plat of the Property, or any portion thereof, including both the 20th Extension and 20th Connection, as well as the location of any Stormwater Management Facilities necessary to accommodate the stormwater from the 20th Extension and 20th Connection.
- 1.27. *Plat Vacation Application* – The application for Plat Vacation submitted by Developer to County on October 5, 2022.
- 1.28. *Project Engineer* – The engineering firm or firms retained by Developer to design, permit or perform other obligations of Developer hereunder concerning 20th Improvements to be performed by Developer hereunder. As of the Effective Date, Kimley-Horn and Associates, Inc., a Florida corporation, is the Project Engineer.
- 1.29. *Property* – The real properties owned by Developer located in Marion County, Florida, and described on attached Exhibit A, together with any additional real property hereafter added to the Project pursuant to future amendments to the Transwestern North Approvals (which amendments may necessitate amending this Agreement).
- 1.30. *Resolution* – One or more Resolutions adopted by the County Commission approving the Applications.
- 1.31. *Road Closing Application* – The *Petition to Close an Abandoned Road(s)/Alley(’s)* submitted by Developer on October 5, 2022.
- 1.32. *ROW* – Road right-of-way and any additional land or easement rights necessary for Stormwater Management Facilities to accommodate stormwater from road improvements built in such right-of-way.
- 1.33. *Stormwater* – Surface water or stormwater runoff (regardless of whether the term is capitalized), to be managed pursuant to the Stormwater Management Facilities.
- 1.34. *Stormwater Management Facilities* – The drainage retention facilities, ditches, swales, underground pipes, drainage structures, or other improvements which constitute the surface water and Stormwater Management Facilities which provide Stormwater management for all 20th Improvements which will be constructed pursuant to the terms of this Agreement. The Stormwater Management Facilities shall comply with the design, construction and operational requirements of the Water Management District and (as applicable) County, and may be designated and constructed to operate as shared facilities. Without limiting the foregoing, the Stormwater Management Facility shall include the DRAs and conveyance facilities necessary to convey Stormwater from the road components of the 20th Improvements into the DRAs.
- 1.35. *Substantial Completion* – Substantial completion of the 20th Improvements as evidenced by a certificate from the Project Engineer certifying that the 20th Improvements have been constructed pursuant to the approved Plans and any Permits therefor, and County’s acceptance of the 20th Improvements.
- 1.36. *Temporary Access Easement* – The public ingress and egress easement conveyed by Developer to County pursuant to paragraph 3.1 and subject to termination as set forth in paragraph 3.3.

- 1.37. *Temporary Utility Easement* – The public utility easement conveyed by Developer to County pursuant to paragraph 4.1 and subject to termination as set forth in paragraph 4.3.
- 1.38. *Transwestern North Approvals* – Marion County Ordinance No. _____ pursuant to which County amended its Comprehensive Plan to permit the development of the Project, and Marion County Ordinance No. _____ pursuant to which County assigned the Property a planned unit development (“PUD”) zoning classification for the development of the Property, as such ordinances or approvals may be hereafter amended, or supplemented pursuant to additional amendments to the Comprehensive Plan or PUD zoning.
- 1.39. *Utility* – One or more of electric, water or sewer, telephone, Internet or other utilities.
- 1.40. *Utility Facilities* – Any lines, pipes, mains or other facilities utilized by a Utility Provider to provide its Utility.
- 1.41. *Utility Providers* – The provider of a Utility. For example, SECO is the utility provider of electricity.
- 1.42. *Vacated Streets* – The streets within the Plat being vacated pursuant to County’s approval of the Plat Vacation Application.
- 1.43. *Water Management District or District* – The Southwest Florida Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of surface water and stormwater management systems, such as the Stormwater Management Facilities, for the Property and for the 20th Improvements to be constructed under this Agreement.

2. **Developer’s Construction of 20th Improvements.**

- 2.1. Generally.
 - 2.1.1. The Vacated Streets and Closed Roads, together with the associated Stormwater Management Facilities as set forth on the Plat, theoretically provided access between CR 484 and the Northern Parcels.
 - 2.1.2. In fact, however:
 - 2.1.2.1 The Northern Parcels Owners utilize the Existing Route for access, portions of which Existing Route are not located in Vacated Streets or Closed Roads; and
 - 2.1.2.2 Because there were no constructed Transportation Facilities within the Vacated Streets or Closed Roads, the Northern Parcels Owners do not have effective access.
 - 2.1.3. The construction of the 20th Improvements by Developer under this Agreement will replace the ineffective access previously provided by the Vacated Streets and Closed Roads with constructed Transportation Facilities that will provide better access to the Northern Parcels than are currently provided by the Vacated Streets and Closed Roads.

- 2.1.4. Developer shall construct the 20th Improvements at Developer's sole expense (but subject to partial credits against County Impact Fees for the 20th Extension as set forth in the Concurrency Agreement).
- 2.1.5. Further, Northern Parcels obtained Utilities pursuant to one or more Utility Facilities that are located in the Vacated Streets or Closed Roads.
- 2.1.6. Until the 20th Improvements are constructed by Developer, Utilities may continue to be provided to the Northern Parcels pursuant to the Temporary Utility Easement to be granted by Developer pursuant to paragraph 4.

2.2. Design and Permitting.

- 2.2.1. Developer shall, at its sole cost and expense, design and permit the 20th Improvements.
- 2.2.2. Developer shall prepare and submit to County, and any Governmental Authority, including the Water Management District, the Plans for approval by County or such Governmental Authority, prior to commencing construction of the 20th Improvements.
- 2.2.3. Developer shall obtain all Permits necessary for the construction of the 20th Improvements. County consents to such Permits being in the name of County and/or Developer, and County shall cooperate with Developer in connection with the permitting process.

2.3. 20th Extension.

- 2.3.1. SW 20th Avenue Road is being constructed from the intersection of CR 484 (and the southerly extension of the existing SW 20th Avenue Road) to a point south of the southern boundary of the Property.
- 2.3.2. The 20th Extension shall extend SW 20th Avenue Road from its current terminus south of the southern boundary of the Property through its intersection with SW 29th Avenue Road. The 20th Extension shall consist of a two-lane road divided by a median, together with all required Stormwater Management Facilities to be constructed at approximately the location set forth in the Concept Plan.

2.4. 20th Connection.

- 2.4.1. As set forth in paragraph 2.3, as part of the 20th Extension, Developer is extending SW 20th Avenue Road from its current terminus south of the southern boundary of the Property into the Property.
- 2.4.2. The 20th Connector shall connect the 20th Extension to the Northern Parcels and specifically to a portion of the Deeded Roads not being closed or abrogated pursuant to the Resolution approving the Road Closing Application.

3. **Temporary Access Easement.**

3.1. Grant.

3.1.1. Developer hereby grants, conveys and assigns to County, for the benefit of the public, a temporary ingress and egress, easement (the "Temporary Access Easement") over, across and through:

3.1.1.1 The Existing Route as depicted on the attached **Exhibit D**; and

3.1.1.2 The portion of the Closed Roads which currently have a dirt road located thereon.

3.1.2. Developer may hereafter cause a survey of the Existing Route to be made, whereupon Developer and County shall enter into an amendment to this Agreement establishing the location of the Temporary Access Easement based upon such survey.

3.1.3. Developer shall not interfere with the use of the Temporary Access Easement for ingress and egress except during times as it is necessary to do so in connection with the construction of the 20th Extension. During those times, Developer shall provide access, substantially equivalent to the access provided by the Existing Route, for use as ingress and egress.

3.2. Purpose. The purpose of such Temporary Access Easement is to provide access to the Northern Parcels while the 20th Improvements are being constructed.

3.3. Termination.

3.3.1. That portion of the Temporary Access Easement south of the 20th Extension shall terminate upon completion of the 20th Extension, because following such completion, the Northern Parcels will have the use of the 20th Extension and that portion of the Closed Roads north thereof.

3.3.2. The remainder of the Temporary Access Easement (i.e., being the portion of the Closed Roads north of the 20th Extension) shall terminate upon completion of the 20th Connection.

3.3.3. Upon Developer's notice to County of the termination of a portion of the Temporary Access Easement pursuant to paragraph 3.3.1 or paragraph 3.3.2, and County's confirmation that the portions of the 20th Extension referred to in such paragraphs have been completed, County shall adopt a Resolution acknowledging the termination of the portions of the Temporary Access Easement referred to in such paragraphs.

4. **Temporary Utility Easement.**

4.1. Grant. Subject to paragraph 4.4:

4.1.1. Developer hereby grants, conveys and assigns to County, for the benefit of the public and any Utility Provider, a temporary utility easement (the "Temporary

Utility Easement") over, across and through any portions of the Vacated Streets or Closed Roads in which, as of the Effective Date of this Agreement, any Utility Providers have Utility Facilities that provide Utilities to the Northern Parcels.

- 4.1.2. Developer may hereafter cause a survey of the locations of the Utility Facilities to be made, whereupon Developer and County shall enter into an amendment to this Agreement establishing the location of the Temporary Utility Easement based upon such survey.
- 4.1.3. Developer shall not interfere with the use of the Temporary Utility Easement for Utilities except during times as it is necessary to do so in connection with the construction of the 20th Improvements. During such times, Developer shall coordinate with the Utility Providers so that Utility services are not discontinued to the Northern Parcels.
- 4.2. Purpose. The purpose of such Temporary Utility Easement is to permit the location, relocation, replacement and maintenance of Utility Facilities owned or operated by Utility Providers that provide Utility services to the Northern Parcels.
- 4.3. Termination.
 - 4.3.1. The Temporary Utility Easement shall terminate when Developer has provided documentation acceptable to County and the Utility Providers that the Utility Facilities have been relocated such that they can continue to provide Utility services to the Northern Parcels, and confirmation from the Utility Providers that such Utility Facilities have been so relocated. The Temporary Utility Easement may be terminated in its entirety or in parts as the Utility Facilities are relocated.
 - 4.3.2. Upon Developer's delivery of the documentation referred to in paragraph 4.3.1, and confirmation from the Utility Providers set forth in paragraph 4.3.1, as to each portion of the Utility Easement that has been terminated, County shall adopt a resolution acknowledging the termination of such portion. Although the Utility Easements are granted to County for the benefit of the Utility Providers, it is not necessary for the Utility Providers to take any affirmative action concerning the termination of the Temporary Utility Easement (except to the extent of the confirmation referred to in paragraph 4.3.1).
- 4.4. Alternative.
 - 4.4.1. This paragraph 4 shall be effective as to Utility Facilities owned by a Utility Provider that Developer has not granted a separate Temporary Utility Easement acceptable to such Utility Provider in its sole discretion. Thus, if Developer has granted a separate Temporary Utility Easement to a Utility Provider, this paragraph 4 shall not apply to the Utility Facilities owned by such Utility Provider.
 - 4.4.2. In connection therewith, Developer has advised County that it is, contemporaneously herewith, executing and delivering to Sumter Electric Cooperative, Inc., a Florida not-for-profit corporation, d/b/a SECO Energy, a Grant of Temporary Utility Easement ("SECO Grant") and that SECO has approved the form of such Grant.

- 4.4.3. Thus, this paragraph 4 shall not grant a Temporary Utility Easement for SECO's Utility Facilities; rather, SECO's Temporary Utility Easement shall be the one set forth in the SECO Grant.
- 4.4.4. If County hereafter determines that SECO is the only Utility Provider with Utility Facilities that provide Utility Services to the Northern Parcels, such that this paragraph 4 is no longer necessary, County shall adopt a resolution terminating the Temporary Utility Easement arising under this paragraph 4.

5. **Conveyance of ROW.**

5.1. Conveyance.

- 5.1.1. The Developer ROW for the portions of the 20th Extension upon which roads are constructed shall be conveyed to County in fee simple. Such Developer ROW shall be one hundred (100) feet in width.
- 5.1.2. The Developer ROW for the portion of the 20th Connector upon which roads are constructed shall be conveyed to County by Developer granting to County of a public ingress/egress easement. Such Developer ROW shall be fifty (50) feet in width.
- 5.1.3. Within forty-five (45) days after Substantial Completion of the road improvements constructed as part of the 20th Improvements, Developer shall provide to County "as-built" surveys for such completed 20th Improvements. Within forty-five (45) days thereafter, Developer shall convey to County any Developer ROW for such completed 20th Improvements.
- 5.1.4. If, as anticipated, Developer constructs the 20th Extension prior to its construction of the 20th Connection, the provisions of paragraph 5.1 shall apply as each component of the 20th Improvements is constructed.
- 5.1.5. Such Developer ROW shall be conveyed to County pursuant to the Conveyance Standards.
- 5.1.6. In lieu of conveying the Developer ROW upon which the roads are constructed pursuant to the foregoing provisions of this paragraph 5.1, Developer may dedicate all or portions of the 20th Improvements to County pursuant to a Plat; as to any portion of the 20th Improvements to be conveyed by grant of a public ingress/egress easement, the dedication shall dedicate such an easement to County. Any portion of the ROW not so dedicated shall be conveyed to County pursuant to the foregoing provisions of this paragraph 5.1.

5.2. Drainage Easement.

- 5.2.1. As County is not maintaining, in lieu of conveying fee simple title, any Stormwater Facilities constructed as part of the 20th Improvements, Developer shall convey to County, not fee simple title, but rather an easement (the "Drainage Easement") to permit the conveyance and storage of stormwater from the 20th Improvements into one or more drainage retention areas (the "DRAs").

5.2.2. Within forty-five (45) days after Substantial Completion of the components of the 20th Improvements, Developer shall provide to County “as-built” surveys for such Stormwater Management Facilities including the location of the conveyance facilities and any DRAs. Within forty-five (45) days thereafter, Developer shall convey to County the Drainage Easement for the Stormwater Management Facilities pursuant to this paragraph 5.2.

5.2.3. The instrument granting the Drainage Easement shall:

5.2.3.1 Grant to County the Drainage Easement to permit the conveyance of Stormwater from the 20th Improvements into the DRAs, and the storage of Stormwater in the DRAs, as permitted by one or more permits (“Stormwater Permits”) issued by the Water Management District.

5.2.3.2 Provide that Developer retains the right to modify or relocate the Stormwater Management Facilities, in the future in connection with Developer's development of the Property. In connection with any such modification or relocation, Developer will comply with the rules of County and District and shall also, as required by the District or County:

- a. Obtain a modification of the Stormwater Permit to modify or relocate the Stormwater Management Facilities, provided that Developer shall convey the runoff from the 20th Improvements to the modified or relocated Stormwater Management Facilities; and
- b. Account for the stormwater volumes in the existing Stormwater Management Facilities as well as any volumes that are required by the District or County for the development being proposed by Developer on the Property.

5.2.3.3 Developer shall be responsible for payment of any and all costs and expenses associated with the modification or relocation of the Stormwater Management Facilities, as described in this paragraph 5.2.3.2. There is no specific time frame within which Developer must exercise its right to modify or relocate the Stormwater Management Facilities described herein.

5.2.3.4 The Drainage Easement shall:

- a. Be acceptable in form and substance to the County Representative and County Attorney.
- b. Be conveyed pursuant to the Conveyance Standards.

5.3. In Lieu of Condemnation. The Developer ROW is being conveyed to County under threat of and in lieu of condemnation. Therefore, County and Developer believe no documentary excise taxes are due. If they are due, they shall be paid by County, together with any interest and penalties.

6. **Maintenance.** Following construction of the 20th Improvements and County's acceptance thereof:

- 6.1. By County. County shall maintain the 20th Extension.
- 6.2. By Developer. Developer shall maintain the 20th Connection and all Stormwater Management Facilities constructed as part of the 20th Improvements including those accommodating stormwater from the 20th Improvements. The facilities to be maintained by Developer under this paragraph 6.2 are referred to as the "Developer-Maintained Facilities."
- 6.3. POA.
 - 6.3.1. In connection with its development of the Property, Developer may form a validly organized Florida not-for-profit corporation as a property owners' association ("POA"), provided that all the following conditions are satisfied:
 - 6.3.1.1 The POA is formed for the specific purpose of owning and maintaining common elements for the development of the Property, including the Developer-Maintained Facilities referred to in paragraph 6.2.
 - 6.3.1.2 The POA is granted the authority to own, maintain and operate the Developer-Maintained Facilities by a Declaration recorded in the Public Records of Marion County, Florida.
 - 6.3.1.3 The POA is empowered under the terms of any recorded declaration ("Declaration") to collect assessments from all or some of the owners of units located on the Property for the purpose of providing funds necessary for the maintenance and operation of the Developer-Maintained Facilities, as well as the common elements to be maintained by the POA.
 - 6.3.2. Developer shall have the right to convey to the POA fee simple title to the Developer-Maintained Facilities to be maintained by the POA pursuant to the Declaration. The POA shall have the right to assume the operation, repair, and maintenance obligations of Developer with respect to the Developer-Maintained Facilities, and Developer shall be released from any and further liabilities or responsibilities with respect to the ownership, operation, maintenance and repair of the Developer-Maintained Facilities. The conveyance of the Developer-Maintained Facilities, assumption of the maintenance obligations of Developer by the POA, and the release of Developer shall be completed in accordance with the following provisions:
 - 6.3.2.1 Simultaneous with the conveyance of the Developer-Maintained Facilities to the POA, Developer and the POA shall enter into an agreement (the "Assumption Agreement"), to be recorded in the Public Records of Marion County, Florida, under which the POA expressly acknowledges assumption of all of Developer's obligations under this Agreement with respect to the Developer-Maintained Facilities. A copy of the recorded Assumption Agreement shall be provided to County and to the District promptly after its recordation.

6.3.2.2 Upon completion of the procedures set forth above, Developer and the POA will, at their sole cost and expense, undertake actions to have the designated permittee of the Developer-Maintained Facilities consisting of Stormwater Management Facilities modified to be the POA, subject to any required review and approval by the District or County.

6.3.2.3 Upon completion of the execution of the Assumption Agreement and the recording of the same in the Public Records of Marion County, Florida, the POA shall have assumed and shall be responsible for all maintenance obligations of Developer with respect to the Developer-Maintained Facilities.

7. General Provisions.

7.1. Notices.

7.1.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (and shall include emailed communications) 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:

7.1.1.1 If to County: County Engineer H. Elton Holland, P.E., 412 SE 25th Avenue, Ocala, FL 34471; email: elton.holland@marionfl.org.

- a. With a copy to: Assistant County Administrator Tracy Straub, P.E., 601 SE 25th Avenue, Ocala, FL 34471; email: tracy.straub@marionfl.org.
- b. With a copy to: Marion County Right of Way Manager Cheryl Weaver, 412 SE 25th Avenue, FL 34471; email: Cheryl.weaver@marionfl.org.
- c. With a copy to: County Attorney Matthew Guy Minter, 601 SE 25th Avenue, Ocala, FL 34471; email: matthew.minter@marionfl.org.

7.1.1.2 If to Developer: Attn: Steve Kros, 3343 Peachtree Road, Suite 1850, Atlanta, GA 30326; email: steve.kros@transwestern.com;

- a. With a copy to: Richard Busche, Kimley-Horn and Associates, Inc., 1700 SW 17th Street, Suite 200, Ocala, FL 34471; email: Richard.busche@kimley-horn.com.
- b. With a copy to: W. James Gooding III, Gooding & Batsel, PLLC, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.

7.1.2. Each such Communication shall be deemed delivered:

- 7.1.2.1 On the date of delivery if by personal delivery with signed receipt thereof;
- 7.1.2.2 On the date of email transmission if by email (subject to paragraph 7.1.5); and
- 7.1.2.3 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.
- 7.1.2.4 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.
- 7.1.3. 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.
- 7.1.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 7.1.5. Concerning Communications sent by email:
 - 7.1.5.1 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;
 - 7.1.5.2 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;
 - 7.1.5.3 Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
 - 7.1.5.4 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
 - 7.1.5.5 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.
- 7.2. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Developer, County in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, no Party shall have the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.
- 7.3. Not a Public Dedication. Except as expressly set forth herein (e.g., in paragraphs 3, 4 and 5), nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Any portion

of the Property which, under the terms of this Agreement may be designated for public use or purposes, shall be conveyed by Developer to County, as applicable. Except as herein specifically provided no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

7.4. Default Provisions.

- 7.4.1. The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.
- 7.4.2. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.
- 7.4.3. No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy (including, without limitation, an action under Section 163.3243, Florida Statutes) arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.

7.5. Estoppel Statements.

- 7.5.1. Each Party agrees that upon written request from time to time of any other Party it will timely issue to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an estoppel statement ("Estoppel Statement") stating:
 - 7.5.1.1 Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.
 - 7.5.1.2 Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).
 - 7.5.1.3 That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.
 - 7.5.1.4 That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it) to the best of the requested Party's knowledge there are not any monies currently

owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.

- 7.5.1.5 That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, or Certificate of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.
- 7.5.2. Such Estoppel Statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.
- 7.5.3. The Estoppel Statement shall be provided at no charge to the requesting party except that County may charge a reasonable fee (currently established at \$300.00) if Developer or a Subsequent Developer requests an Estoppel Statement.
- 7.6. Litigation. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any appellate or post-judgment proceeding related thereto.
- 7.7. Binding Effect. The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.
- 7.8. Headings. The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.
- 7.9. Severability. Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.
- 7.10. Survival of Representations and Warranties. All representations and warranties contained herein are made in writing by the Parties in connection herewith shall survive the execution and delivery of this Agreement.

7.11. Successors and Assigns.

- 7.11.1. All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.
- 7.11.2. Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.
- 7.12. Applicable Law. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.
- 7.13. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 7.14. Amendment of Agreement. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.
- 7.15. 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:
 - 7.15.1. Any pronoun used herein shall include the corresponding masculine, feminine and neuter forms.
 - 7.15.2. 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.
 - 7.15.3. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.”
 - 7.15.4. The words “herein,” “hereof,” “hereunder,” and similar terms shall refer to this Agreement.
 - 7.15.5. A reference to an Article, paragraph, subparagraph, or other subpart of this Agreement, shall include all paragraphs, subparagraphs, and subparts under the referenced part.
 - 7.15.6. 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.

7.16. Time.

- 7.16.1. Time is of the essence of all of the provisions and terms of this Agreement.
- 7.16.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.
- 7.16.3. 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.
- 7.16.4. 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.

7.17. Exhibits.

- 7.17.1. All exhibits attached to this Agreement are incorporated herein by reference.
- 7.17.2. Such exhibits are as follows:
 - 7.17.2.1 **Exhibit A** – Property.
 - 7.17.2.2 **Exhibit B** – Conveyance Standards.
 - 7.17.2.3 **Exhibit C** – Concept Plan.
 - 7.17.2.4 **Exhibit D** – Existing Route.
- 7.18. **Entire Understanding.** This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. 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.

THEREFOR the Parties have executed this Agreement as of the Effective Date.

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SIGNATURES START ON NEXT PAGE**

COUNTY

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

By: _____
Craig Curry as Chair

ATTEST:

Gregory C. Harrell, Clerk of Court and Comptroller

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

Matthew Guy Minter, County Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by Craig Curry, as Chairman of the Board of County Commissioners of Marion County, Florida, a political subdivision of the State of Florida, on behalf of County.

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 blank below).
Type of Identification Produced: _____

TDC Deltona Land, L.L.C., a Delaware limited
liability company

Witness

By: _____
Steve Kros as Authorized Signatory

Print Witness Name

Witness

Print Witness Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by Steve Kros as Authorized Signatory of TDC Deltona Land, L.L.C., a Delaware limited liability company, on behalf of such company.

Notary Public, State of _____
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 blank below).
Type of Identification Produced: _____

EXHIBIT A PROPERTY

A PORTION OF MARION OAKS UNIT SEVEN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGES 140 THROUGH 153, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA LYING IN SECTIONS 1, 2 AND 11, TOWNSHIP 17 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, AND UNPLATTED PROPERTY LYING IN SECTIONS 1 AND 2, TOWNSHIP 17 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 1094 OF SAID PLAT OF MARION OAKS UNIT SEVEN; THENCE ALONG NORTHERLY BOUNDARY OF SAID PLAT THE FOLLOWING THREE (3) COURSES, (1) N.00°33'05"E., 685.08 FEET; (2) THENCE S.88°46'17"E., 637.64 FEET; (3) THENCE S.00°30'36"W., 684.50 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 21 EAST; THENCE DEPARTING SAID BOUNDARY OF MARION OAKS UNIT SEVEN, ALONG SAID NORTH BOUNDARY THE FOLLOWING THREE (3) COURSES: (1) S.88°24'47"E., 50.38 FEET; (2) THENCE S.88°37'25"E., 635.41 FEET; (3) THENCE S.88°39'25"E., 661.31 FEET TO THE WEST BOUNDARY OF THE NORTH 1/2 OF THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID WEST BOUNDARY, N.00°19'28"E., 683.10 FEET TO THE NORTH BOUNDARY OF THE NORTH 1/2 OF THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID NORTH BOUNDARY, S.88°34'01"E., 828.42 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 75 (RIGHT-OF-WAY VARIES) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP - SECTION 36210-2406; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 7,489.49 FEET, A CENTRAL ANGLE OF 05°12'06", AND A CHORD BEARING AND DISTANCE OF S.17°21'33"E., 679.71 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES, (1) A DISTANCE OF 679.95 FEET TO THE END OF SAID CURVE; (2) THENCE S.14°19'13"E., 39.62 FEET; (3) THENCE S.14°45'09"E., 708.43 FEET; (4) THENCE S.14°44'31"E., 705.69 FEET TO THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7875, PAGE 257 OF THE PUBLIC RECORDS OF MARION COUNTY FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, ALONG SAID SOUTHERLY AND EASTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: (1) N.89°41'40"W., 88.11 FEET; (2) THENCE S.00°09'23"W., 680.78 FEET; (3) THENCE N.88°54'58"W., 1,327.84 FEET; (4) THENCE N.88°55'52"W., 1,302.62 FEET; THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 1, N.88°41'39"W., 24.88 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID SECTION 1, ALONG THE SOUTH BOUNDARY OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 21 EAST, N.88°59'36"W., 24.77 FEET TO THE EAST BOUNDARY OF AFORESAID PLAT OF MARION OAKS UNIT SEVEN; THENCE ALONG SAID EAST BOUNDARY, S.00°20'08"E., 223.37 FEET TO THE PROLONGATION OF THE SOUTHERLY BOUNDARY OF LOT 3, BLOCK 1493 OF SAID PLAT; THENCE ALONG SOUTHERLY BOUNDARY OF LOT 3, BLOCK 1493 AND SAID PROLONGATION, S.89°39'52"W., 264.89 FEET TO THE WESTERLY BOUNDARY OF BLOCK 1493 OF SAID PLAT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE WESTERLY BOUNDARY OF BLOCK 1493 OF SAID PLAT, S.00°20'08"E., 6.67 FEET; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF ELVIN STREET PER SAID PLAT AND THE PROJECT THEREOF THE FOLLOWING FOUR (4) COURSES: (1) S.89°39'52"W., 231.77 FEET TO A POINT OF CURVATURE OF A CURVE

CONCAVE SOUTHERLY, HAVING A RADIUS OF 635.00 FEET, A CENTRAL ANGLE OF 19°14'21", AND A CHORD BEARING AND DISTANCE OF S.80°02'41"W., 212.22 FEET; (2) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 213.22 FEET TO A POINT OF TANGENCY; (3) THENCE S.70°25'31"W., 436.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°01'30", AND A CHORD BEARING AND DISTANCE OF N.65°03'44"W., 70.11 FEET; (4) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.69 FEET TO A POINT OF TANGENCY AND THE EASTERN RIGHT OF WAY LINE OF S.W. 29TH AVENUE ROAD (BEING A 100 FOOT RIGHT OF WAY); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG SAID EASTERN RIGHT OF WAY LINE, N.20°32'59"W., 431.98 FEET TO THE SOUTHERLY MOST CORNER OF LOT 3, BLOCK 1099 OF SAID PLAT; THENCE DEPARTING SAID EASTERN RIGHT OF WAY LINE, ALONG THE SOUTHERLY BOUNDARY OF LOT 3, BLOCK 1099 OF SAID PLAT, N.69°27'01"E., 299.99 FEET TO THE EASTERN MOST CORNER OF LOT 3, BLOCK 1099 OF SAID PLAT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERN BOUNDARY OF LOT 3, BLOCK 1099 OF SAID PLAT, N.20°32'59"W., 100.00 FEET TO THE NORTHERLY MOST CORNER OF LOT 3, BLOCK 1099 OF SAID PLAT; THENCE DEPARTING SAID EASTERN BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF LOT 3, BLOCK 1099 OF SAID PLAT, S.69°27'01"W., 299.99 FEET TO THE AFORESAID EASTERN RIGHT OF WAY LINE OF S.W. 29TH AVENUE ROAD; THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG SAID EASTERN RIGHT OF WAY LINE, N.20°32'59"W., 100.00 FEET TO THE SOUTHERLY MOST CORNER OF LOT 1, BLOCK 1099 OF SAID PLAT; THENCE DEPARTING SAID EASTERN RIGHT OF WAY LINE, ALONG THE SOUTHERLY BOUNDARY OF LOT 1, BLOCK 1099 OF SAID PLAT, N.69°27'01"E., 299.99 FEET TO THE EASTERN MOST CORNER OF LOT 1, BLOCK 1099 OF SAID PLAT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERN BOUNDARY OF LOT 1, BLOCK 1099 OF SAID PLAT THE FOLLOWING THREE (3) COURSES: (1) N.20°33'05"W., 63.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 3,650.00 FEET, A CENTRAL ANGLE OF 01°40'51", AND A CHORD BEARING AND DISTANCE OF N.19°42'32"W., 107.06 FEET; (2) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 107.07 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°03'53", AND A CHORD BEARING AND DISTANCE OF N.63°24'03"W., 35.07 FEET; (3) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.86 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERN BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF LOT 1, BLOCK 1099 OF SAID PLAT THE FOLLOWING TWO (2) COURSES: (1) S.72°04'01"W., 224.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 91°14'19", AND A CHORD BEARING AND DISTANCE OF S.26°26'14"W., 71.47 FEET; (2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 79.62 FEET TO THE END OF SAID CURVE AND TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 3,950.00 FEET, A CENTRAL ANGLE OF 11°25'30", AND A CHORD BEARING AND DISTANCE OF N.13°28'11"W., 786.34 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AND ALONG THE AFORESAID EASTERN RIGHT OF WAY LINE OF S.W. 29TH AVENUE ROAD, A DISTANCE OF 787.64 FEET TO THE END OF SAID CURVE, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°56'56", AND A CHORD BEARING AND DISTANCE OF S.53°13'54"E., 35.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG THE SOUTHERLY BOUNDARY OF TRACT V OF SAID PLAT, A DISTANCE OF 39.68 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY BOUNDARY, N.81°17'38"E., 24.67 FEET TO THE EASTERN

BOUNDARY OF TRACT V OF SAID PLAT, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 3,900.00 FEET, A CENTRAL ANGLE OF 08°49'52", AND A CHORD BEARING AND DISTANCE OF N.03°42'11"W., 600.51 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AND SAID EASTERLY BOUNDARY, A DISTANCE OF 601.11 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID EASTERLY BOUNDARY, N.00°42'46"E., 379.57 FEET TO THE NORTH BOUNDARY OF SAID PLAT; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID NORTH BOUNDARY, S.89°17'57"E., 999.95 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 228.10 ACRES, MORE OR LESS.

EXHIBIT B
CONVEYANCE STANDARDS

All conveyances of title to ROW (whether in fee simple or by grants of easements) which are required under the terms of this Agreement shall be made in accordance with the following Conveyance Standards:

1. The conveying party (“Conveying Party”) shall convey fee simple title ROW by Special Warranty Deed.
2. Unless otherwise specifically provided in this Agreement, fee simple title to parcels of real property shall be conveyed free and clear of all liens or encumbrances other than utility easements in favor of governmental entities or licensed public utilities, which shall be Permitted Exceptions with respect to the conveyances.
3. The Conveying Party shall have prepared, at its expense, a survey or a sketch and legal description of each parcel to be conveyed or each parcel for which an easement is to be granted, sealed and signed by a licensed Florida surveyor and certified to the grantor and the grantee in the conveyance or grant.
4. As to all conveyances of fee simple title or grants of easements, the Conveying Party shall, at its expense, provide a commercial title insurance commitment and policy with respect to the conveyance, in accordance with the following provisions:
 - 4.1. The title insurance underwriter shall be First American Title Insurance Company.
 - 4.2. The amount of the title insurance policies shall be determined by utilizing the per square foot value of the real property, according to the most recent assessment by the Marion County Property Appraiser, multiplied by the square feet of the parcel.
 - 4.3. The Conveying Party shall provide, at its expense, all necessary closing documents and satisfy other requirements necessary for deletion of the Standard Exceptions in the final title insurance policy, and comply with all other title commitment requirements for the conveyance to be insured.
5. Except as to conveyances that this Agreement expressly provides are in lieu of condemnation (and therefore exempt from the payment of documentary excise taxes), the Conveying Party shall be responsible for payment of any applicable documentary excise taxes. The Conveying Party shall be responsible for payment of the cost of recording the instrument of conveyance and the cost of recording any documents required to satisfy title insurance requirements.
6. With respect to any grant of easement provided under the terms of this Agreement, the same cost allocations and title insurance requirements applicable to conveyances of fee title to real property shall apply.
7. If not specifically provided as an Exhibit to this Agreement, the form and content of any conveyance documents, and other documents prepared by or on behalf of Conveying Party, shall be subject to approval by County in its reasonable discretion. By approving this Agreement, the County Commission authorizes the County Representative to provide such approval on behalf of County.

EXHIBIT C

CONCEPT PLAN

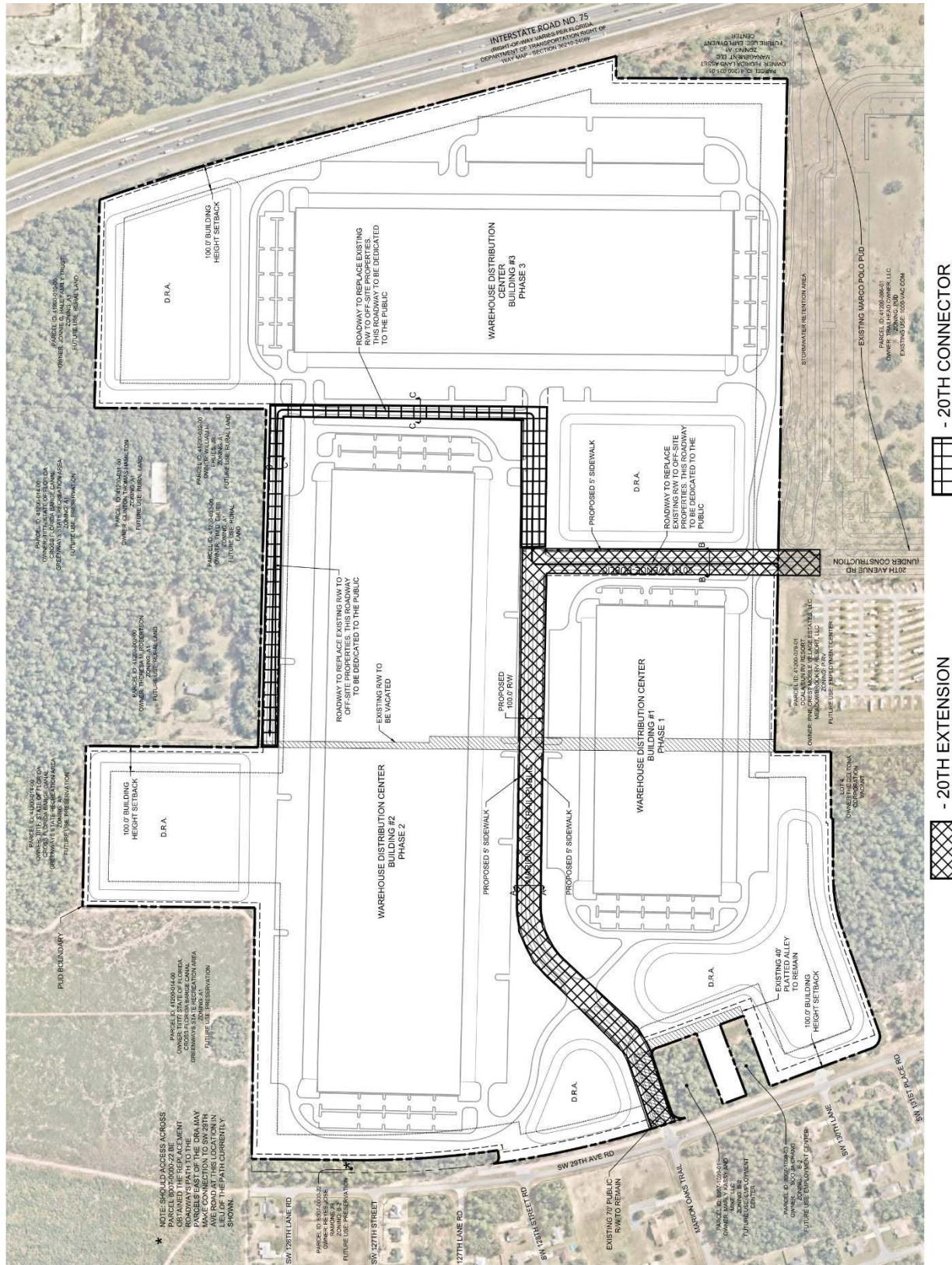
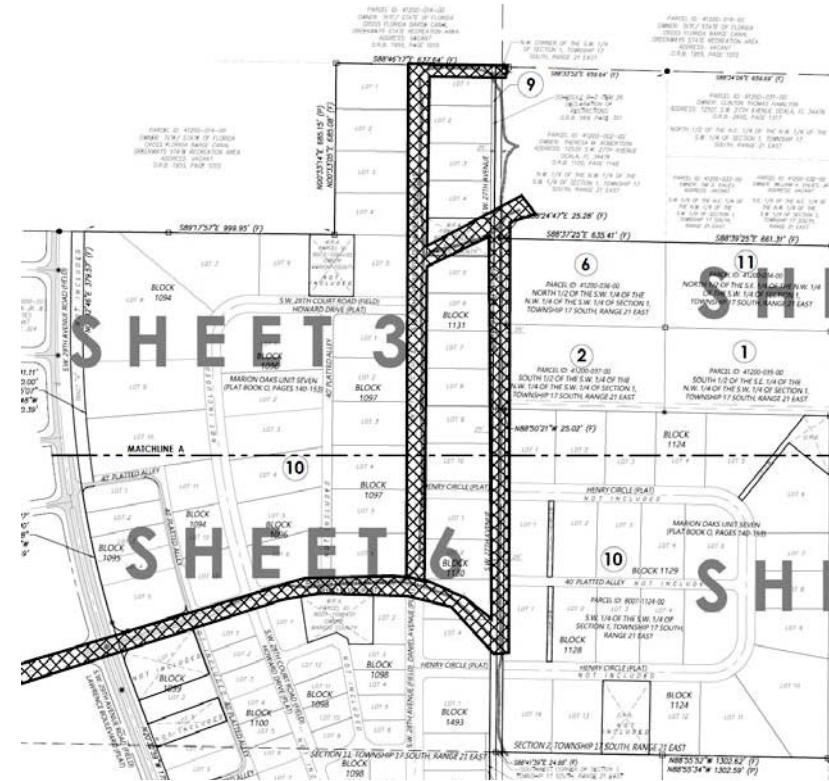


EXHIBIT D

EXISTING ROUTE



P:\JGV\Transwestern\Entitlements\County Contracts\Road Closing\Agreement Concerning Plat Vacation and Road Closing 5-17-23.docx

**TOTAL ACREAGE =
132.62 ACRES, MORE OR LESS**

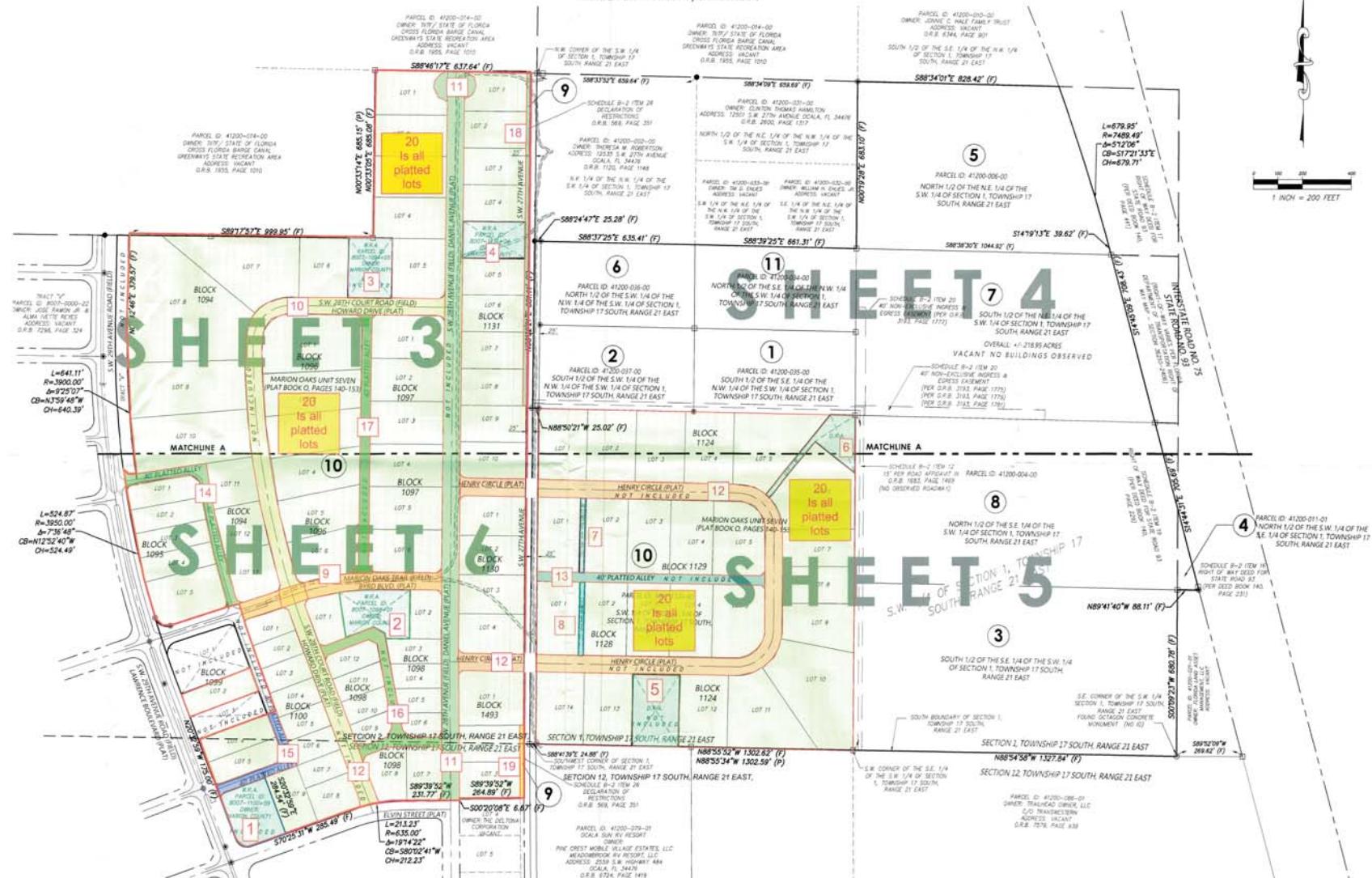
Note 20 (Salaried Notes)

SHEET 2 OF 6
ONE IS NOT COMPLETE WITHOUT THE OTHERS

SEE SHEET 1 OF 6 FOR DESCRIPTIONS, NOTES,
SURVEYOR'S CERTIFICATION, ETC.

SEE SHEETS 3, 4, 5, AND 6 FOR DRAWING DETAILS

ALTA/NSPS LAND TITLE SURVEY FOR:
T D C D E L T O N A L A N D, L.L.C.
A PORTION OF SECTIONS 1, 2 AND 11, TOWNSHIP 17 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA



LOCATED IN SECTIONS 1, 2 & 11,
TOWNSHIP 17 SOUTH, RANGE 21 EAST

ALTA/NSPS LAND TITLE SURVEY
-FOR-
TDC DELTONA LAND, L.L.C.

NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

PLAT BOOK 0
AND PAGE 145

Portions proposed to be vacated outlined in purple

159 LOTS THIS SHEET

SCALE 1"=100'

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PLAT BOOK 0
AND PAGE 145

Portions proposed to be vacated outlined in purple

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~~11,700.00~~

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MARION OAKS
UNIT SEVEN

A SUBDIVISION IN SECTIONS 1,2,3,10 & 11 - TWP 17 S. - RGE 21 E.
MARION COUNTY, FLORIDA

SHEET 8 OF 14 SHEET

SCALE IN FEET
0 25 50 75 100 150 200

0 25 50 75 100 125 150 175 200

SCALE 1"=100'

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159 LOTS THIS SHEET

7
6-14

Location Map

Various portions of the Plat of
Marion Oaks Unit Seven
Plat Book O Page 39
Size: 132.62 Acres +/-

