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RECORDING FEES 87.00

RECORD: \$ _____

Return to:

Steven H. Gray
125 NE First Avenue, Suite 1
Ocala, FL 34470

This Instrument Prepared by:

Steven H. Gray
Gray, Ackerman & Haines, P.A.
125 NE First Avenue, Suite 1
Ocala, FL 34470

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**CONCURRENCY DEVELOPMENT AGREEMENT
PURSUANT TO
CHAPTER 163, FLORIDA STATUTES
[IMPROVEMENTS RELATED TO THE SW 44TH AVENUE CORRIDOR PROJECT]**

THIS CONCURRENCY DEVELOPMENT AGREEMENT, dated this 13 day of January, 2004, is entered into by and between:

- **THE CITY OF OCALA**, a Florida municipal corporation (the "City"); and
- **LARRY M. WOOD, TRUSTEE** ("Wood") [and/or Assigns, if applicable under the terms of this Agreement]..

RECITALS

A. The Florida Local Government Development Agreement Act, Chapter 86-191, Laws of Florida, now codified at Sections 163.3220 through 163.3243, Florida Statutes, authorized local governments to enter into development agreements with developers subject to the procedures and requirements of the Act.

B. Wood is the legal and equitable owner of the parcel of real property located in Marion County, Florida, located within the jurisdictional boundaries of the City, which is described on the attached Exhibit "A" (the "Property").

C. The City has previously approved the development of the Property, with respect to traffic concurrency, for development as an office park to develop permitted uses allowed under the City's current "OP" zoning classification, which includes medical offices, professional and general offices, and other usages, with usage as medical offices not to exceed 300,000 square feet of building area.

D. At the time of the approvals for the Property described in Recital C, an Application for Concurrency Determination was filed with the City regarding the Property, and the City issued a concurrency determination approving the development of the Property with respect to traffic concurrency for an office project generating aggregate P.M. Peak Hour Trips totaling not greater than 304 Trips.

E. Pursuant to the provisions of the City's Concurrency Management System, in December, 2001 paid to the City as a Concurrency Reservation Fee the amount of \$176,288.50, reserving 304 P.M. Peak Hour Trips for development of the Property as set forth in Recitals C and D above.

F. Wood made application for approval of this Concurrency Development Agreement prior to the expiration date of the traffic concurrency reservation described in the preceding Recital.

G. The City has initiated the planning for the construction of a north/south collector roadway which will create additional traffic concurrency for the benefit of the Property and for other parcels of property in the area of the Property, consisting of the construction of a road designated herein as the "44th Avenue Extension" (as defined in Section 2.1 below) from SW 20th Street (Airport Road) south to a point of intersection with State Road 200 ("SR 200") [the City's design, permitting and construction of this roadway, including acquisition of lands necessary for right-of-way and stormwater management facilities, is hereinafter referred to as the "44th Avenue Project"].

H. The route of the 44th Avenue Extension requires that the City either obtain from Wood or Wood donate for the benefit of the City part of the Property which will become a portion of the right-of-way of the 44th Avenue Extension, and Wood has agreed, subject to the terms and conditions of this Agreement, to convey to the City that portion of the Wood parcel (the "ROW Parcel", as defined below) needed for the City's 44th Avenue Project.

I. In consideration of this Agreement by Wood to convey to the City, subject to the later terms and provisions of this Agreement, the ROW Parcel, the City has agreed to extend the term of the reservation of P.M. Peak Hour Trips reserved for the benefit of the owner or owners of the Property until five (5) years from the Effective Date of this Agreement.

J. Chapter 86 of the City's Code of Ordinances provide that, in the case of inadequate facility capacity with respect to traffic facilities necessary to service traffic impact generated by the development of a parcel of property located within the City a developer may enter into a Concurrency Development Agreement with the City to provide or fund transportation system improvements.

K. The City has held public hearings to accept and encourage public input with respect to the proposal of Wood contained in this Agreement, and has considered such public input.

L. The City has determined that the provisions of this Agreement and the contemplated vesting of the development rights contemplated by this Agreement are consistent with, and not in contravention of, the provisions of the City's Concurrency Management System.

M. The City has provided its Notice of Intent to consider entering into this Concurrency Development Agreement by advertisements published in the *Ocala Star-Banner*, a newspaper of general circulation and readership in Marion County, Florida, on December 15, 2003 and on January 5, 2004, and by mailing a copy of the Notice of Intent to Wood, and to the persons and entities shown on the most recent Marion County Tax Roll to be the owners of property lying within 300 feet of the boundaries of the Parcels

which are the subject-matter of this Agreement, and by announcing the date, time, and place of the second hearing during the first hearing.

N. The City Council of the City has held public hearings on December 23, 2003 and on January 13, 2004 to consider this Agreement, has found and determined that its execution of this Agreement will further the objectives of the Local Government Comprehensive Planning and Land Development Regulation Act, and that the development contemplated and permitted by this Agreement is consistent with the City's Comprehensive Plan and the City's existing Land Development Regulations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the City and Wood agree (as applicable) as follows, which agreements shall be binding upon the parties and their respective successors and assigns, as applicable:

1. **INCORPORATION OF RECITALS.** The parties confirm and agree that the above recitals are true and correct and incorporate the terms and provisions herein for all purposes.
2. **DEFINITIONS.** For the purposes of this Agreement the following terms shall have the following definitions:
 - 2.1 ***"44th Avenue Extension"*** – shall refer to the roadway to be constructed by the City or other parties under the 44th Avenue Project, from SW 20th Street as a northern terminus to its point of connection with SR 200 as a southern terminus. The term ***"44th Avenue Extension"*** shall refer to the right-of-way, roadway, intersection improvements, and stormwater management facilities which are to be constructed with respect to the roadway.
 - 2.2 ***"44th Avenue Project"*** – shall refer, in general, to the activities of the City with respect to the design, permitting and construction of the 44th Avenue Extension from SW 20th Street southward to a point of connection with SR 200 at approximately the 4000 to 4100 block of SR 200, including all required acquisition of lands for right-of-way, stormwater management facilities, intersections, and other appurtenant improvements.
 - 2.3 ***"44th Avenue ROW"*** – shall refer to the right-of-way needed by the City to construct the 44th Avenue Extension.
 - 2.4 ***"Agreement"*** -- shall refer to this Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3161 through 163.3215, inclusive, of the *Florida Statutes*.
 - 2.5 ***"City Code"*** – shall refer to the Code of Ordinances of the City, codified in Chapter 86 of the City Code..

- 2.6 **"CMS"** – shall refer to the Concurrency Management System of the City.
- 2.7 **"Conveyance Date"** – shall refer to the date Wood conveys title to the ROW Parcel to the City.
- 2.8 **"Corridor Plan"** – shall refer to the proposed corridor for the location of the 44th Avenue Extension, including the current proposed location of the right-of-way for the construction of the roadway, which is shown on the Sketch attached hereto as Exhibit "B".
- 2.9 **"County"** – shall refer to Marion County, Florida, a political subdivision of the State of Florida.
- 2.10 **"DCA"** – shall refer to the State of Florida Department of Community Affairs.
- 2.11 **"Development"** – shall refer to the development of the Property for all uses permitted under the City's current **"OP"** zoning classification contained in the City Code.
- 2.12 **"Effective Date"** – shall refer to the date the terms of this Agreement become effective, as set forth in Section 11.12.
- 2.13 **"FDOT"** – shall refer to the State of Florida Department of Transportation.
- 2.14 **"Owner" or "Owners"** -- shall refer, as applicable, to the Owner of a Parcel (as defined herein) or a portion thereof, or to one or more of the Owners.
- 2.15 **"Parcel" or "Parcels"** -- shall refer, as applicable, to one or more of the Parcels of real property located in Marion County, Florida, specifically described elsewhere in this Agreement, including the Property (as defined below) and the ROW Parcel (as defined below).
- 2.16 **"Party" or "Parties"** – shall refer, as applicable, to either the City, or to Wood, or to DPC, or to any combination of them.
- 2.17 **"Property"** – shall refer to that parcel or real property owned by Wood located in Marion County, Florida, described on attached Exhibit "A". The Property contains approximately eighty-four (84) acres.
- 2.18 **"Public Facilities"** – shall refer to those public facilities that are identified in Section 9.
- 2.19 **"Reservation of Capacity" or "Reserved Capacity" or "Capacity Reservation"** - shall refer to the reservation of Trips to Wood pursuant to Section 7.

- 2.20 **"Reserved Trips"** - shall refer to the Trips that are included within Wood's Reserved Capacity.
- 2.21 **"ROW Parcel"** - shall refer to that portion of the Property which Wood will convey to the City pursuant to the provisions of Section 6, which is the west one hundred feet (100') of the Property. The legal description of the ROW Parcel is attached hereto as Exhibit "C".
- 2.22 **"ROW Parcel 2"** - shall refer to the right-of-way (60 feet in width) for a roadway running from the easterly boundary to the westerly boundary of the Property as shown on future roadway plans previously provided by the City to Wood.
- 2.23 **"SR 200"** - shall refer to State Road No. 200, a public highway.
- 2.24 **"SR 200 Intersection"** - shall refer to the proposed intersection of the 44th Avenue Extension with SR 200, which will be located in approximately the 4000 to 4100 block of SR 200.
- 2.25 **"Traffic Analysis"** - shall refer to the Traffic Impact Analysis prepared by Kimley-Horn & Associates, Inc., dated April 24, 1998.
- 2.26 **"Trip"** - shall refer to the projected traffic impact of the development of the Property or a portion thereof, measured in terms of the peak hour trip generation.
3. **REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants to the other party to this Agreement that the execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of any agreement or covenant to which the representing Party is a party. In addition, City represents and warrants to Wood that:
- 3.1 The actions taken by the City hereunder are consistent with the terms and provisions of the City's Comprehensive Plan.
- 3.2 The City has taken all necessary actions prerequisite to the execution and delivery of this Agreement, including but not limited to the necessary public hearings, providing proper notice of the public hearings, and the conducting of public hearings related hereto.
4. **DURATION OF THE AGREEMENT.** This Agreement, and any extension of a Reservation of Capacity obtained under the provisions of this Agreement, shall have a term of two (2) years commencing on the Effective Date of this Agreement, subject to a possible extension of the term as set forth in Section 7.3.
5. **DEVELOPMENT RESTRICTIONS AND PERMITTED USES.** Permitted uses on the Property or portions thereof, development restrictions with respect to the Property, and amendments of the uses

permitted or development restrictions shall be in accordance with the provisions of this Section and Sections 8 and 10.

5.1 Initial Permitted Uses.

PERMITTED USES	DEVELOPMENT INTENSITY	MAXIMUM HEIGHT
Office Park ¹	200,000 sq. ft. ²	50 ft.

¹ Permitted uses include all uses currently allowed under the City's current "OP" zoning classification, which includes offices and other uses.

² This limitation on development intensity would apply to development for medical offices.

5.2 Uses May Change. These uses, intensities and heights represent Wood's currently proposed uses of the Property and may be changed by Wood pursuant to, or as required by Owners' compliance with, local laws pursuant to the following Section.

5.3 Relationship to Land Use Designation and Zoning Classification. The restrictions on or provisions herein concerning the development of the Property or any portion thereof do not operate to supercede any applicable land use designation or zoning classification of any Parcel under the City Code or the Comprehensive Plan of the City. The Property or any portion thereof may only be developed in accordance with the applicable land use designation and zoning classifications of the Property that may exist, or be amended from time to time, under the City Code, regulations or Comprehensive Plan. Development of the Property or a portion thereof must be in accordance with the Property's existing or modified land use designation and zoning classification (established by the City), and the restrictions contained within this Agreement. If a permitted use for the Property or a portion thereof which is not scheduled above is desired by an Owner, the Owner must seek and procure the modification of, as applicable, the land use designation or zoning classification of the Property, and the modification of this Agreement.

6. TRAFFIC FACILITIES CONTRIBUTIONS. Wood agrees to convey to City, for uses and subject to the limitations set forth below, the ROW Parcel and ROW Parcel 2. The conveyance, and the City's right to use, of these Parcels shall be in accordance with the following provisions:

6.1 Conveyance. Within thirty (30) days of the date of this Agreement, Wood shall convey the ROW Parcel and ROW Parcel 2 to the City. The conveyance shall be by Special Warranty Deed and shall be free and clear of all liens and encumbrances, other than utility easements in favor of the City or any licensed public utility. Wood shall be responsible for all costs incurred with respect to recording the Deed. Documentary stamps will be affixed based upon the assessed value of the Parcels as shown on the records of the Marion County Property Appraiser.

6.2 Confirmation of Title. On or before the Conveyance Date, Wood will provide to the City either a certificate of title from a licensed title insurer, or opinion of title issued by a licensed Florida attorney, certifying to the City the status of the title to the ROW Parcel and ROW Parcel 2. Title to the Parcels must comply with the provisions of the preceding Section 6.1.

6.3 Usage Restriction. Wood will convey the Parcels to the City subject to a usage restriction which limits the usage of the ROW Parcel to public right-of-way for the 44th Avenue Extension, and for the extension of water mains or sewer mains by the City and limits the use of ROW Parcel 2 to public right-of-way. With respect to ROW Parcel 2, Wood expressly

reserves the right to construct thereon a public roadway, constructed in accordance with the City's construction standards, from SE 38th Avenue to the western boundary of ROW Parcel 2. City will allow the construction of this roadway at Wood's expense, subject to normal design and review procedures.

7. **CONCURRENCY MANAGEMENT AREA; EXTENSION OF RESERVATION.** As a partial inducement to Wood to convey to the City the Right-of-Way Parcels described elsewhere in this Agreement, the City represents to Wood that the City agrees to consider adoption, by appropriate ordinance, of a Transportation Concurrency Management Area ('CMA') and will impose special transportation concurrency management rules upon use in the area of the Wood Parcel, including the Wood Parcel. It is anticipated that the CMA will include within its boundaries properties on either side of the 44th Avenue Extension, and properties on either side of SR 200 from I-75 southwesterly to the intersection of SR 200 with SW 60th Avenue. The CMA will impose upon the properties within the boundaries of the CMA a "pay as you go" transportation concurrency charge, based upon exterior trips generated. With respect to the potential CMA which may be adopted by the City, the parties agree as follows:

- 7.1 City agrees that it will pursue with due diligence the design and implementation of the CMA. Wood acknowledges that although the City can agree to create and consider design and approval of the CMA, this Agreement does not operate to legally create a CMA or impose any requirement on the City to adopt a final CMA, after appropriate consideration by the City.
- 7.2 If a CMA is adopted, notwithstanding the fact that Wood has conveyed to the City under the terms of this Agreement the ROW Parcel and ROW Parcel 2, it is agreed that with respect to Wood's obligations under the CMA, Wood will be treated by the City in the same fashion as property owners who own property within the boundaries of the CMA and also own property which is needed for public right-of-way or other transportation facilities which are part of the CMA traffic mitigation plan. By way of example, if the CMA provides that property owners who own right-of-way needed for the CMA's transportation facilities, can contribute right-of-ways for the CMA and obtain credit against the CMA transportation concurrency fees for the fair market value of the contributed right-of-way, Wood would be entitled to receive a credit against the CMA transportation concurrency fees applicable to the Wood Parcel based upon the fair market value of the parcels which have previously been conveyed to the City under the terms of this Agreement (valued as of the date of the adoption of the CMA Ordinance).
- 7.3 It is agreed that in the event the City has not completed and adopted a CMA which includes the Wood Property within two (2) years of the Effective Date of this Agreement, the extension of the reservation of capacity granted under the terms of this Agreement shall be automatically extended for an additional period of two (2) years.

8. **APPURTENANT TO PROPERTY.** Unless this Agreement is modified pursuant to its terms, all rights granted to Wood under the terms of this Agreement are appurtenant to Wood's ownership of the Property, and shall inure to the benefit of any successor-in-title to Wood as to the Property or any portion thereof. In the event of a subsequent conveyance by Wood of a portion of the Property, with respect to the conveyance Wood shall execute an assignment of all or a specified portion of Wood's rights under this Agreement, with the written instrument to be executed by Wood and the grantee from Wood, and a copy of the written instrument must be provided to the City.

9. **CAPACITY RESERVATIONS.**

9.1 **Reservations of Capacity.**

9.1.1 The Reservations of Capacity concern the traffic impacts of the proposed development of the Parcels on public streets, roadways and traffic facilities located within the jurisdictional boundaries of the City.

9.1.2 Any Certificate of Capacity shall reserve Trips to Wood in term of peak hour Trips, and not specified uses.

9.1.3 Any Certificates of Capacity or amendments thereof shall comply with all other applicable provisions of the City's CMS.

9.2 **Term of Reservation.** The term of the Reservation of Capacity previously obtained by Wood from the City is extended pursuant to the provisions of this Agreement and shall have a term extending through five (5) years from the Effective Date of this Agreement.

10. **DEVELOPMENT PERMITS REQUIRED.**

10.1 **Local Development Permits.** As set forth above, development of the Property is currently approved for all uses permitted under the City's "OP" zoning classification. Permitted uses for real property zoned "OP" include medical offices, professional offices, general offices and other uses. If this Property is developed for offices, the schedule of local development permits contained later in this Section shall be applicable. The local development permits approved or needed to be approved for the development of the Project in accordance with the provisions of this Agreement, and the status of each such permit or approval, as follows:

PERMIT	STATUS
■ Southwest Florida Water Management District Environmental Resources Permit	To Be Obtained
■ Florida Department of Environmental Protection Sanitary Sewer Collection System Permit	To Be Obtained
■ Florida Department of Environmental Protection Water System Development Permit	To Be Obtained
■ City of Ocala Plat approval, or site plan approval (as applicable).	To Be Obtained

Nothing in this Agreement shall be deemed to obviate the Owners' compliance with terms and provisions of each such identified permits, nor to obligate the County or the City, as applicable, to grant any of the permits, actions, or approvals enumerated above.

10.2 **Additional Permits.** The failure of this Agreement to address any particular permit, condition, term, or restriction on development shall not relieve the Owners of the necessity of complying with any law governing said permitting requirement, conditions, terms and restrictions with respect to the contemplated development of the Project, as applicable.

10.3 **Additional Conditions.** The City reserves the right to impose additional conditions, terms, restrictions or other requirements determined to be necessary by them for the public health, safety, and welfare of their citizens with respect to the development contemplated by the Owners and described in this Agreement, provided that such conditions, terms or restrictions shall not be in contravention with the terms of this Agreement.

11. **PUBLIC FACILITIES.** The Public Facilities that will service the Property, the person or entity who shall provide such Public Facilities, and the date of any new Public Facilities which must be constructed, are as follows:

11.1 **Transportation Facilities.** The Property is located within the jurisdictional boundaries of the City. This Agreement and the obligations of Wood hereunder constitute a Concurrency Development Agreement under the CMS of the City to mitigate the traffic facilities impacts of the development of the Project. The obligations of Wood under this Agreement shall constitute all of the obligations of the Owners to mitigate traffic facility impacts of the development of the Property.

11.2 **Potable Water.** Potable water services for the Project are available from the City. The City presently has sufficient permitted and constructed capacity, unreserved, for the development of all of the Property.

11.3 **Sanitary Sewer.** Sanitary sewer services for the development of the Property for 300,000 square feet of offices are available from the City. The City presently has sufficient permitted and constructed capacity, unreserved, for the development of the Property for its permitted use.

11.4 **Solid Waste Collection.** Solid waste collection for the Property will be provided pursuant to the City Code by the City. The City currently has capacity, unreserved, to provide solid waste collection for the Property.

11.5 **Educational Facilities.** Public education services for the Property is currently served by the following schools, operated by the Marion County Board of Public Education:

11.5.1 Saddlewood Elementary School

11.5.2 West Port Middle School

11.5.3 West Port High School

11.6 **Recreational Facilities.** The Property is served by recreational facilities owned by the County and the City, including the Florida Greenway, located within ten (10) miles of the Property.

11.7 **Health Systems and Facilities.** Both Ocala Regional Medical Center and Munroe Regional Medical Center operate general community hospitals located approximately three (3) miles from the Property, and by West Marion Community Hospital located approximately three-fourth (3/4) of a mile from the Property.

12. **DISCLAIMER OF BENEFITS OF SECTION 163.3233, FLA. STAT.**

12.1 Owners disclaim the benefits of Section 163.3233, Florida Statutes. Specifically, and without limitation, Owners agree that notwithstanding such statute:

12.1.1 Existing and subsequently enacted (for the purposes of this Section the term "enacted" will require formal action by the City Council) laws and policies of City governing the development of the Property in effect at the time of their application shall govern the development of the Property for the duration of this Agreement.

12.1.2 The City may apply subsequently enacted laws and policies to the Property without the public hearing and determinations required by Subsection 163.3233(b), Florida Statutes.

12.2 Notwithstanding the foregoing, no subsequently enacted laws and policies of City and County shall, except as expressly set forth herein concerning termination of this Agreement or as otherwise hereafter agreed to by Wood, have the effect of eliminating or modifying Wood's Reservation of Capacity.

12.3 The provisions of Section 10.1 are not severable from Wood's Reservations of Capacity under this Agreement. In the event the provisions of Section 10.1 are determined to be invalid or unenforceable as to Wood, Wood's Reservations of Capacity shall not be enforceable or valid but Wood shall have no claim to recover amounts it has paid through the date this section is determined invalid or unenforceable. The invalidation of a Reservation of Capacity to Wood hereunder shall have no effect on the other Owners' Reservations of Capacity so long as the Owner forgoes the benefits that would exist if Section 10.1 has been declared invalid or unenforceable.

13. **GENERAL PROVISIONS.**

13.1 **Notices.** With respect to any Notices required to be given under the terms of this Contract, such Notices shall be deemed given and effective:

13.1.1 Three (3) calendar days after the date they are deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the parties at the following respective addresses or such other address as provided by a party pursuant to this Section; or

13.1.2 The date of actual delivery by hand or by a recognized national overnight delivery service such as Federal Express, UPS, or Express Mail, addressed to the parties at the following respective addresses or such other address as provided by a party pursuant to this Section:

AS TO THE CITY:

City of Ocala, Florida
Attn: City Manager
151 SE Osceola Avenue
Ocala, FL 34471
(352) 629-8401

With Copy To:

City of Ocala Planning Director
121 SE Watula Avenue
Ocala, FL 34471
(352) 629-8494

With Copy To:

City of Ocala Engineering Department
405 SE Osceola Avenue
Ocala, Florida 34471

AS TO WOOD:

Larry M. Wood, Trustee
1111 NE 25th Avenue, Suite 202
Ocala, FL 34470

With Copy To:

Eugene A. Wiechens, Esq.
445 NE 8th Avenue
Ocala, FL 34470

With Additional Copy To:

Steven H. Gray, Esq.

Gray, Ackerman & Haines, P.A.
125 NE 1st Avenue, Suite 1
Ocala, FL 34470
(352) 732-8121

With Additional Copy To:

Dennis Corbett,, TMD
4725 NW 46th Avenue
Ocala, FL 34482
(352) 369-8802

Any party may modify the address for notices set forth above by providing notice of the change of address to all parties to this Agreement, which notice is to be provided in accordance with the requirements of this Section.

- 13.2 **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 bankruptcy, appellate or post-judgment proceeding related thereto.
- 13.3 **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.
- 13.4 **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.
- 13.5 **Severability.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not effect the enforceability or the validity of the remaining provisions of this Agreement.
- 13.6 **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.
- 13.7 **Successors and Assigns.**
- 13.7.1 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.
- 13.7.2 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.
- 13.8 **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.
- 13.9 **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.

13.10 **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.

13.11 **Gender.** As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

13.12 **Effective Date.**

13.12.1 This Agreement shall become effective upon expiration of thirty (30) calendar days after the receipt by the DCA of a certified copy of this Agreement.

13.12.2 Notwithstanding the foregoing:

13.12.2.1 The parties shall be obligated to perform any obligations hereunder that are required before such Effective Date; and

13.12.2.2 In the event this Agreement is challenged, including pursuant to Section 163.3243, Florida Statutes, within sixty (60) days of DCA's receipt of a certified copy of this Agreement, the obligations of the parties shall be suspended hereunder, except to the extent such suspension would be inconsistent with requirements of DCA.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates set forth below.

[SIGNATURES ON FOLLOWING PAGES]

**SIGNATURE PAGE OF THE CITY OF OCALA, FLORIDA
TO CONCURRENCY DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF OCALA AND LARRY M. WOOD, TRUSTEE
[IMPROVEMENTS RELATED TO THE SW 44TH AVENUE CORRIDOR PROJECT]**

APPROVED AS TO FORM AND LEGALITY:



PATRICK G. GILLIGAN
CITY ATTORNEY

THE CITY OF OCALA , FLORIDA

By: 

Mary Sue Rich

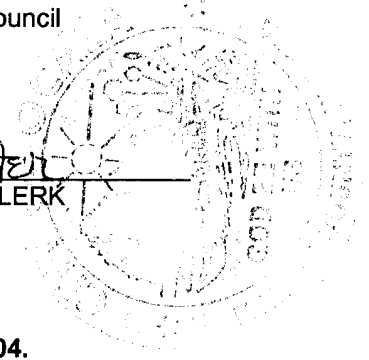
Title: President, Ocala City Council

Date: June 22, 2004

ATTEST:



VALERIE J. FORSTER, CITY CLERK



APPROVED BY THE OCALA CITY COUNCIL ON JANUARY 13, 2004.

SIGNATURE PAGE
LARRY M. WOOD, TRUSTEE
TO CONCURRENCY DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF OCALA AND LARRY M. WOOD, TRUSTEE
[IMPROVEMENTS RELATED TO THE SW 44TH AVENUE CORRIDOR PROJECT]

Signed, sealed and delivered in our presence as witnesses:

Print Name: Kevin Keen

Print Name: Debra Sanchez

By: Larry M. Wood

LARRY M. WOOD, TRUSTEE

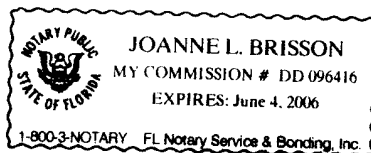
Date: June 14, 2004.

STATE OF FLORIDA
COUNTY OF MARION

The foregoing CONCURRENCY DEVELOPMENT AGREEMENT PURSUANT TO CHAPTER 163, FLORIDA STATUTES [Improvements related to the SW 44th Avenue Corridor Project] was acknowledged before me by Larry M. Wood, Trustee, who is:

☒ Personally known by me, OR
☐ Produced a driver's license as identification.

Dated: this 14 day of June 2004.



Joanne L. Brisson
Print Name: Joanne L. Brisson
Notary Public, State of Florida
Commission number DD096416
Commission expires June 4, 2006

SCHEDULE OF EXHIBITS

<u>EXHIBIT</u>	<u>REFERENCE</u>	<u>DESCRIPTION</u>
A	Recital B	Legal - Wood Parcel ("Property")
B	§2.8	Sketch - Corridor Platt
C	§2.21	Legal - ROW Parcel
D	§2.22	Legal - ROW Parcel 2

LEGAL DESCRIPTION:

THE N. 1775 FT OF NE 1/4 EX E. 3/4 OF
THE N. 1/4 OF THE NE 1/4 AND ALSO EX
E. 30 FT FOR RD EX THAT PART LYING
WITHIN MAGNOLIA GARDEN ESTATES (PLAT
BOOK K, PAGE 37, MARION COUNTY,
FLORIDA, PUBLIC RECORDS)

EXHIBIT - "A"

0 SCALE OF MILES 1/2
0 680 1320 1980 2640 SCALE OF FEET 5280

TWP. 5S-RNG. 21E
SOUTHEAST QUADRANT
MARION COUNTY, FLORIDA

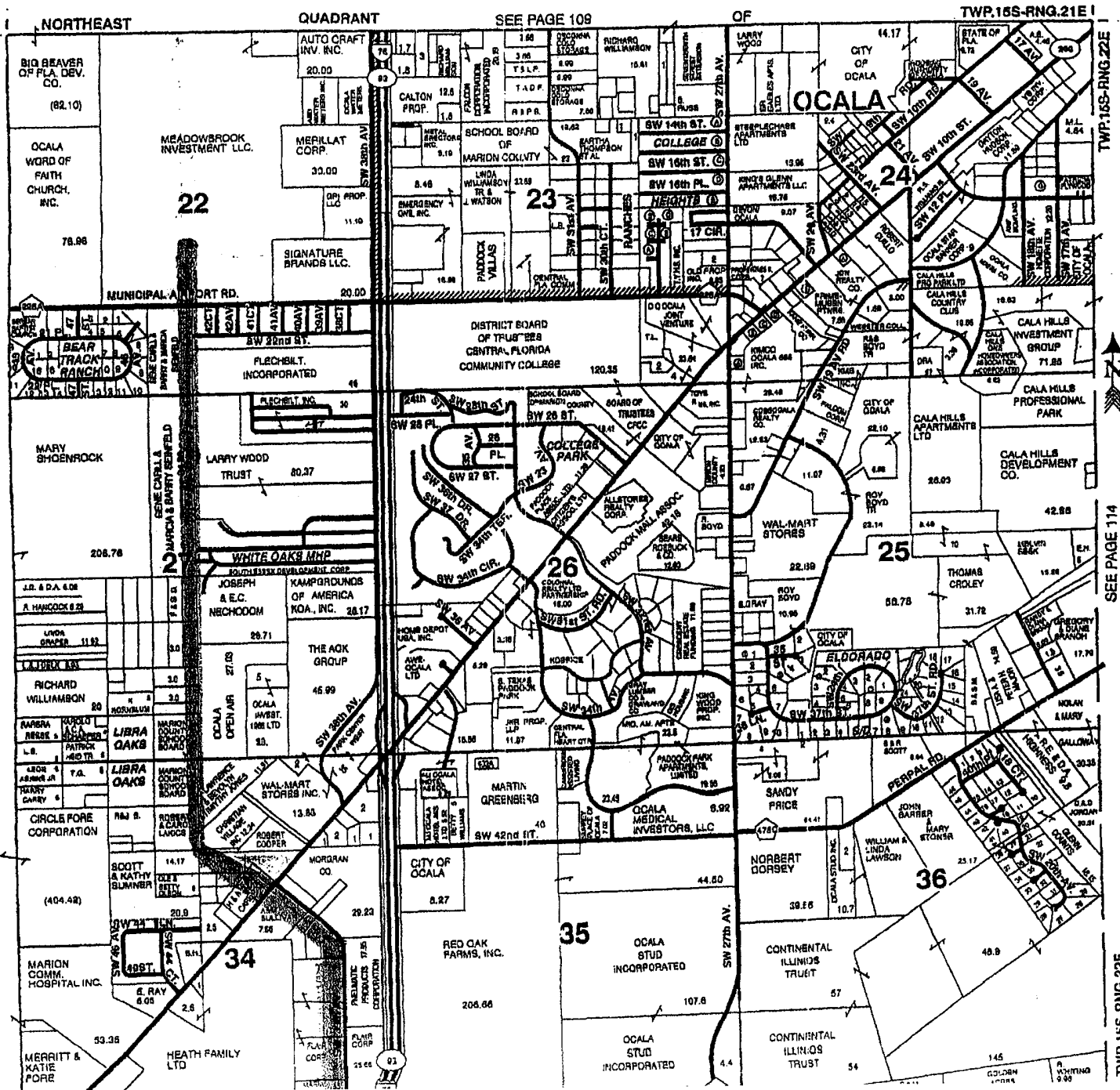
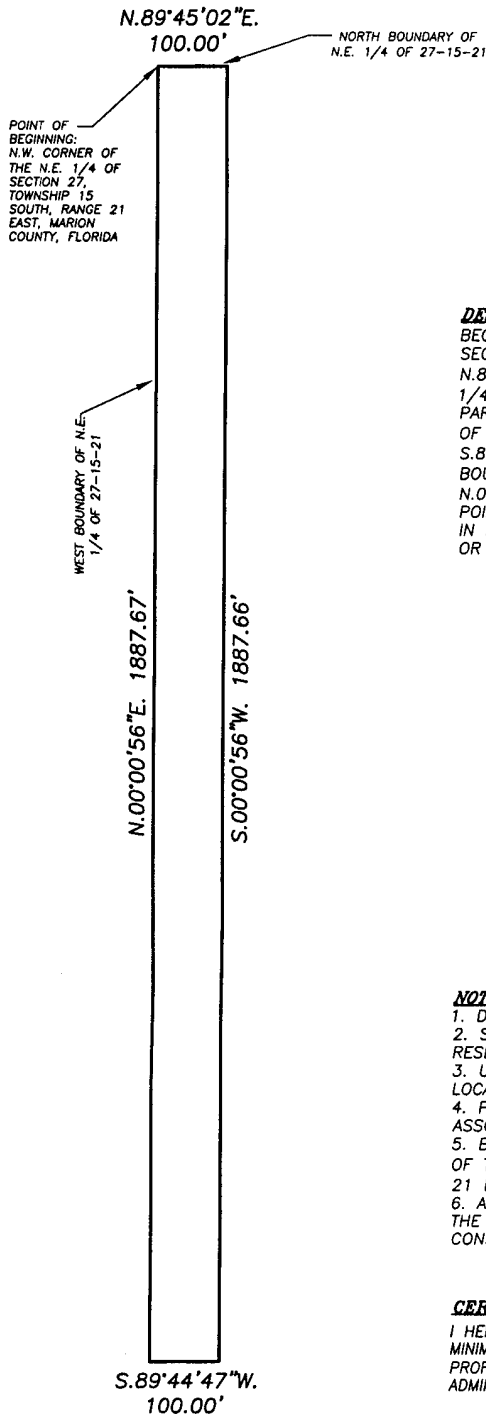


EXHIBIT - "B"

**SKETCH OF DESCRIPTION FOR
G.P. JONES
NOTE: THIS IS NOT A SURVEY**



DESCRIPTION:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST. THENCE N. 89°45'02"E., ALONG THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION, 100.00 FEET; THENCE S. 00°00'56"W., PARALLEL WITH AND 100.00 DISTANT FROM THE WEST BOUNDARY OF NORTHEAST 1/4 OF SAID SECTION, 1887.66 FEET; THENCE S. 89°44'47"W., A DISTANCE OF 100.00 FEET TO THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE N. 00°00'56"E., ALONG SAID WEST BOUNDARY 1887.67 FEET TO THE POINT OF BEGINNING. ABOVE DESCRIBED PARCEL BEING SITUATE IN MARION COUNTY, FLORIDA AND CONTAINING 4.33 ACRES MORE OR LESS.

NOTES:

1. DATE OF SKETCH: FEBRUARY 23, 2004
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
5. BEARINGS ARE ASSUMED BASED ON THE WEST BOUNDARY LINE OF THE N.E. 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST AS BEING N. 00°00'56"E.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

COPYRIGHT © FEBRUARY, 2004 R.M. BARRINEAU & ASSOCIATES, INC. PROFESSIONAL SURVEYORS & MAPPERS OAKHURST PROFESSIONAL PARK 1309 S.E. 25TH LOOP, SUITE 103 PHONE (352) 622-3133 Ocala, Florida 34471 FAX (352) 369-3771		
CERTIFICATE OF AUTHORIZATION NO. LB 5091 <small>REGINALD M. BARRINEAU, P.S.M. - LS 3492 GLEN H. PREECE, JR., P.S.M. - LS 5427 DAVID C. DEBOUT, P.S.M. - LS 5862 MELVIN A. BOWEN, P.S.M. - LS 5035 ROGER D. KISER, P.S.M. - LS 6104</small>		
DRAWN:	S.A.S.	J.O.# 00474
REVISED:		DWG.# 00474SK
CHECKED:	R.M.B.	00474
APPROVED:	R.M.B.	
SCALE: 1" = 200'		REFERENCES

EXHIBIT - "C"

NOTE: CITY AND WOOD AGREE THAT A MUTUALLY AGREED-UPON LEGAL DESCRIPTION FOR ROW PARCEL 2 WILL BE DETERMINED, AND THE CONVEYANCE OF ROW PARCEL 2 COMPLETED, WITHIN ONE HUNDRED EIGHTY (180) DAYS OF THE DATE OF THE RECORDING OF THIS AGREEMENT.

LEGAL DESCRIPTION – ROW PARCEL 2

EXHIBIT “D”