

This instrument Prepared by:
Angela B. Rauber
101 E. Kennedy Boulevard
Tampa, Florida 33602

and

Return To:
City of Ocala
Growth Management Department
201 SE 3rd Street, 2nd Floor
Ocala, Florida 34471
Attn: Karen Cupp, Development Coordinator

DEVELOPER'S AGREEMENT

(Winding Oaks Commercial Phase 1)

THIS DEVELOPER'S AGREEMENT is made and entered into on the dates set forth below by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **KL WINDING OAKS LLC**, a Florida limited liability company (hereinafter "Developer"). City and Developer are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Developer is the owner of the real property described on attached Exhibit "A" (the "Property"), which is located within the jurisdictional boundaries of the City; and

WHEREAS, Developer has previously filed an application for the approval of "**Winding Oaks Commercial Phase 1**" Subdivision (the "Subdivision"), which is located on SW College Road (SR 200) between SW 66th Street and SW 60th Avenue; and

WHEREAS, Developer has previously submitted to the City a conceptual subdivision plan and construction plans for the Subdivision, which depict the construction of the Improvements (as defined below) relating to the Subdivision. Copies of the approved construction/improvement plans shall be kept on record at the Growth Management Department of the City and are, by reference, made a part of this Agreement; and

WHEREAS, the City's Planning and Zoning Commission has recommended approval of the conceptual subdivision plan for the Subdivision subject to the Parties entering into a Developer's Agreement in accordance with the applicable provisions of the City's Code of Ordinances; and

WHEREAS, the Parties wish to enter into this Developer's Agreement to set out the specific terms and conditions for approval of the Subdivision; and

WHEREAS, the Property described on Exhibit "A" constitutes all of the real property for the Subdivision; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, 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. **INCORPORATION OF RECITALS.** The Parties agree and confirm that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes.

2. **DEFINITIONS.** The following definitions shall have the following meanings for the purpose of this Agreement:

- 2.1 **“Agreement”** – shall refer to this Developer’s Agreement, as the same may be subsequently amended, modified, or supplemented pursuant to its terms and provisions.
- 2.2 **“City”** – shall refer to the City of Ocala, a municipal corporation existing under the laws of the State of Florida.
- 2.3 **“Code”** – shall refer to the City’s Code of Ordinances, as the same may be subsequently amended, modified, or supplemented.
- 2.4 **“Common Elements”** – shall refer to those portions of the Subdivision that will be either owned by or maintained by a property owner’s association as set forth in Section 7.
- 2.5 **“Developer”** – shall refer to **KL WINDING OAKS LLC**, a Florida limited liability company.
- 2.6 **“Development Regulations”** – shall refer to the Land Development Regulations of City. This definition will include any promulgated construction or design specifications of City.
- 2.7 **“District”** – shall refer to the Southwest Florida Water Management District, a public entity created under the laws of the State of Florida.
- 2.8 **“Property Owner’s Association”** or **“POA”** – shall refer to the Florida not-for-profit Corporation which will be incorporated for the benefit of the owners of property in the Subdivision, and which will become owner of the Private Improvements for the purposes of ownership and maintenance of the Private Improvements.
- 2.9 **“Improvements”** – shall refer to those roadways, stormwater conveyance system improvements, stormwater retention areas, sanitary sewer mains, sanitary sewer lines, water mains, water lines, water meters, fire hydrants, traffic control devices, street lights, sidewalks and grading and appurtenances which are depicted upon the Plans for the Subdivision which have been filed by the Developer with the City.

- 2.10 **“Lot”** – shall refer to an individual lot shown on the Plat of the Subdivision.
- 2.11 **“Plans”** – shall refer to the conceptual plan and construction plans for the Subdivision, which depict the construction of the Improvements. Copies of the Plans shall be kept on record at the offices of the Growth Management Department, and by reference are made a part of this Agreement.
- 2.12 **“Plat”** – shall refer to the Plat of the Subdivision, after it has been recorded in the Public Records of Marion County, Florida.
- 2.13 **“Property”** – shall refer to the real property located in Marion County, Florida described on attached Exhibit “A”.
- 2.14 **“Private Improvements”**- shall refer to the drainage retention areas and conveyance system outside of the dedicated public right of way and all common areas for landscaping and pedestrian access and appurtenances related thereto lying within the Subdivision.
- 2.15 **“Public Improvements”** – shall refer to the water system Improvements, sanitary sewer system Improvements, SW 54th Court Road, SW 67th Lane Road, and stormwater Improvements within the dedicated right of way. Water system improvements will be Public Improvements with respect to the water mains, water lines, water meters, and fire hydrants. Water system improvements will be Public Improvements only to the point of metering. Sanitary sewer system Improvements will be Public Improvements with respect to the sanitary sewer mains and manholes, lift stations, and sanitary sewer lines and services within the dedicated right of way.
- 2.17 **“Subdivision”** – shall refer to the proposed commercial Phase 1 Subdivision located within the Winding Oaks Planned Development.
- 2.18 **“Tract”** – shall refer to any individual parcel of property designated as a *“Tract”* on the Plat of the Subdivision.
3. **APPROVAL.** The City hereby approves the Plans for the Subdivision.
4. **COVENANTS OF DEVELOPER.** In addition to the other covenants and agreements of Developer set forth specifically elsewhere in this Agreement, Developer covenants and agrees:
- 4.1 To construct at its own expense all Improvements for the Subdivision according to the Plans and according to the City’s Development Regulations, within a period of two (2) years from the date of this Agreement, unless otherwise provided for herein, provided that additional time may be mutually agreed upon in the event of delays caused or due to Acts of God, strikes, or other circumstances not controlled by Developer.

- 4.2 To amend or modify the Plans as required to comply with future City standards and specifications for those Improvements which are not constructed within two (2) years of the date of this Agreement, should those standards and specifications change prior to the construction of such Improvements.
- 4.3 To provide to the City a current title opinion acceptable to the City which attests to Developer's ownership of the Property and its right to enter into this Agreement. Developer further agrees not to enter into any Agreement that would affect the validity of such title opinion until such time as this Agreement has been executed and recorded in the Public Records of Marion County, Florida.
- 4.4 To retain a professional engineer registered in the State of Florida to (i) provide the required certification of completion in "*As-Built*" drawings; and (ii) act on behalf of and represent the Developer in technical matters in all dealings with the City; and (iii) to complete the transfer of the Water, Sanitary Sewer Improvements, and Right-of-Way Improvements to the City for ownership and maintenance prior to District's and City's acceptance of the system.; and (iv) to complete the transfer of the Stormwater ponds and Stormwater Infrastructure not within the Rights-of-Way to the POA for ownership and maintenance prior to District's and City's acceptance of the system
- 4.5 To provide a full set of reproducible "*As-Built*" plans for the Improvements, certified to City by Developer's engineer in detail to the extent required by the City Engineer, together with actual itemized construction and engineering cost summaries for the Improvements, such itemization to be certified by the Developer's engineer and submitted on a form approved by the City Engineer.
- 4.6 To obtain and abide by all terms of any and all permits which may be required by the State of Florida, Marion County, District or City with respect to the Subdivision and the construction of the Improvements, all at no cost to City.
- 4.7 To provide City with complete, legally effective, releases or waivers of lien, in form and amount acceptable to City, of any liens, rights, or claims arising out of this Agreement, and the labor and service performed and materials and equipment furnished thereunder.
- 4.8 To pay all applicable fees in accordance with the City Code.
- 4.9 To furnish or cause to be furnished to City by Developer's contractor proof of insurance, submitted to the City Engineer, confirming the existence of a liability insurance coverage to protect City within any dedicated rights-of-way or easements during the construction and maintenance period of this Agreement, which insurance shall satisfy all applicable City insurance standards.
- 4.10 To execute and deliver to City, at the request of City, a dedication, assignment or deed conveying to City ownership of all Public Improvements, and to maintain and

repair all Public Improvements for a period of one (1) year after the completion of construction thereof and acceptance by the City.

- 4.11 To provide to City adequate assurance, in a form acceptable to City, in an amount equal to twenty percent (20%) of the actual costs of the Public Improvements, that Developer will comply with the maintenance obligations regarding the Public Improvements as required under the terms of this Agreement. Said assurance shall remain in effect for the duration of the one (1) year maintenance period described elsewhere in this Agreement. An eleven (11) month inspection will be conducted, prior to the release of the adequate assurance, of the Public Improvements and should all required corrections not be made prior to the expiration of the one (1) year maintenance period the City shall have the right to utilize the adequate assurance to make the necessary corrections to the Public Improvements.
- 4.12 To construct SW 67th Lane Road and SW 54th Court Road, as described in Exhibit "B".
- 4.14 SECO Energy and OEU will be responsible for the electric infrastructure for the Subdivision, as described in Exhibit "C".

5. **COVENANTS OF CITY.** City covenants and agrees:

- 5.1 To accept and perpetually maintain the Public Improvements within the boundaries of the Subdivision upon the acceptance of the Improvements and after the completion of the one (1) year maintenance period.
- 5.2 That, if the provisions of Sections 7.1, 7.2 and 7.3 below are not applicable, upon completion of the Improvements, and upon approval of the Subdivision by the City, all of which must be in accordance with the provisions of this Agreement, it will permit connections to City's water and sewer systems with respect to the property within the Subdivision, including commercial parcels.
- 5.3 That, if the provisions of Sections 7.1, 7.2 and 7.3 below are applicable and all other required subdivision, site plan, and permitting requirements have been met, it will issue building permits for the construction of buildings on commercial parcels located in the Subdivision, and will, unless otherwise agreed by both parties, make all customary building inspections during the construction thereof, but City will be authorized to withhold the issuance of certificates of occupancy for building structures until (i) all supporting improvements for the commercial parcels have been constructed and approved by City; and (ii) the final Plat has been recorded for the each phase or sub-phase that is under development.
- 5.4 To provide potable water and sanitary sewer utility service for the Subdivision.
- 5.5 To provide electrical service as shown for the Subdivision per Exhibit "C".

6. **DOMESTIC AND WASTEWATER IMPROVEMENTS.** The Parties agree that domestic water and wastewater improvements will be constructed to serve the Subdivision, and that the City will provide service thereto.

6.1 City will complete the following utility extensions to serve Subdivision:

6.1.2 City will design and construct the Winding Oaks PD regional lift station on Parcel No. 35512-001-06, already dedicated to the City.

7. **RECORDING PLAT.** If the Developer complies with the following provisions of this Section and all other plat requirements have been met, the City will allow the immediate recording of the Plat of the Subdivision, and the conveyance of parcels in the Subdivision (or portions thereof). If Developer elects not to provide a Letter of Credit or other acceptable surety to City to guarantee the construction of the Improvements for the Subdivision, the Plat will be recorded upon the completion of the construction of the Improvements in accordance with the Plans, and the acceptance thereof by City. If Developer elects to provide to City a Letter of Credit, or some other acceptable surety, the following provisions will apply:

7.1 **Cost Estimate.** Developer will submit to City, and City will review and approve, a “*Cost Estimate*” prepared by Developer’s Engineer. The Cost Estimate must be certified to City.

7.2 **Letter of Credit.** Upon Developer providing to City a Letter of Credit issued by a financial institution authorized to do business in the State of Florida in the amount of one hundred twenty percent (120%) of the approved Cost Estimate which guarantees to City the performance of Developer’s obligations under this Agreement, (which Letter of Credit must be in form and content acceptable to City and City’s attorney) City will complete the execution of the Plat of the Subdivision and allow the Plat to be recorded in the Public Records of Marion County, Florida.

7.3 **Sale of Lots or Tracts.** Upon the recording of the Plat for each phase of the Subdivision, Developer will be entitled to convey individual Lots or Tracts in the applicable phase of the Subdivision to third party purchasers. The purchasers of any Lots will be entitled to submit building plans, procure building plan approvals, procure construction permits, and subject to paragraph 5.3 of this Agreement procure Certificates of Occupancy for improvements constructed on Lots or Tracts in accordance with the normal approval procedures of City as established under the City Code. No purchaser of a Lot or Tract in the Subdivision will be obligated to complete the obligations of Developer to City under the terms of this Agreement in order to procure the issuance of a final Certificate of Occupancy by City for the purchaser’s improvements constructed on a Lot or Tract in the Subdivision but City shall not be required to issue such Certificate of Occupancy until the conditions in paragraph 5.3 of the Agreement have occurred.

8. **DEVELOPMENT STANDARDS.** Subdivision construction shall be in accordance with the approved Winding Oaks PD Plan and Standards Book, and as may be amended.

9. **STORMWATER DRAINAGE FACILITIES.** Installation and maintenance of the stormwater drainage facilities (including, without limitation, the improvements previously referred to as the stormwater conveyance system improvements and stormwater retention areas) located in the Subdivision shall be in accordance with the following provisions.

9.1 **Construction Standards.** All stormwater drainage facilities, whether or not such facilities are to be dedicated to the public, will be constructed to the construction standards and Development Regulations of City, and the regulations of the District.

9.2 **Disclaimer of Responsibility.** City does not assume responsibility for surface stormwater runoff from individual Lots or Tracts to adjacent Lots or Tracts or adjacent properties, the responsibility of which shall be solely that of Developer.

10. **SIDEWALKS.** The plans for the Subdivision include sidewalks providing pedestrian access along **SW 54th Court Road and SW 67th Lane Road**. Developer shall install additional sidewalks internal or external to the Subdivision to be approved at the time of individual site plan permitting.

11. **TRAFFIC CONTROL DEVICES.** All traffic control devices to be constructed by Developer shall be constructed on roads owned by Marion County, and in accordance with the construction standards of the Marion County, as the only.

12. **ELECTRICAL INFRASTRUCTURE AND SERVICES.** Electric utility infrastructure and service provisions shall follow the policies and procedures in accordance with the City Code of Ordinances, Sec. 70-541 thru Sec. 70-720.

13. **REPAIR OF DEFECTIVE IMPROVEMENTS:** With respect to any of the Improvements which are subject to a one (1) year period of maintenance by Developer, as set forth elsewhere in this Agreement, if during the maintenance period City provides notice to Developer that the Improvement needs repair or replacement, Developer will, at its sole expense, immediately initiate the repair and replacement of the defective Improvement, and pursue the completion of the repair or replacement with due diligence. Such repair or replacement must be completed prior to City assuming responsibility for permanent maintenance (as to any portion of the Improvements for which repair or replacement is underway at the expiration of the one (1) year maintenance period).

14. **GENERAL PROVISIONS.** The following General Provisions shall apply to this Agreement:

14.1 **Notices.** Any notices required or permitted hereunder, and all demands and requests given or required to be given by any party hereto to another party, shall be in writing unless otherwise provided herein and shall be deemed given when received, if personally delivered or sent by telex, telegram, or if sent by Federal Express (which

term shall be deemed to include within it any other nationally recognized reputable firm or overnight couriers) or if mailed, if such notice has been delivered to the United States Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt.

- 14.2 **Developer's Address.** If given to Developer any notice hereunder shall be addressed and given as follows:

KL Winding Oaks LLC
Attn: James Harvey
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

With Copy to:

Troy E. Simpson
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

- 14.3 **City's Address.** If given to City:

City of Ocala
Attn: City Manager
110 SE Watula Avenue
Ocala, Florida 34471

With copy to

City of Ocala
City Engineer's Office
1805 NE 30th Avenue, Building 600
Ocala, FL 34470

Any party hereto may change the address or addresses to which notice is to be sent by giving written notice of such change to all other parties executing this Agreement, in the manner provided herein.

- 14.4 **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.
- 14.5 **Litigation.** With respect to any litigation arising out of this Agreement, or to resolve any claims or controversies arising out of or in connection with this Agreement, then the non-prevailing party will pay all reasonable costs incurred by the prevailing party, including reasonable attorneys' fees, suit costs and expenses, which attorneys' fees, suit costs and expenses shall include all such fees, costs and

expenses incurred with respect to any trial level activities, bankruptcy proceedings, appellate proceedings, or post-judgment proceedings related thereto.

- 14.6 **Binding Effect.** The Parties 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.
- 14.7 **Severability.** In the event any provision or Section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.
- 14.8 **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.
- 14.9 **Successors and Assigns.** 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.
- 14.10 **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.
- 14.11 **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.
- 14.12 **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.
- 14.13 **Facsimile Copy.** Any party may rely upon receipt of a signed facsimile or copy of this Amendment, signed by that party as though the same were an original.
- 14.14 **City Code.** No provision of this Agreement shall supersede or take precedence over any existing ordinances, regulations or codes of the City.
- 14.15 **Exercise of Rights.** All rights, power and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law, and

are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law.

- 14.16 **Entire Agreement.** This Agreement shall constitute the entire agreement of the Parties hereto; all prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force or effect. 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.
15. **DEFAULT.** In the event that Developer defaults under this Agreement by, without limitation, failing to construct Improvements or pay amounts as and when required hereunder:
- 15.1 City may pursue all remedies available at law and equity;
- 15.2 City may withhold issuance of building permits, certificates of occupancy or other City permits, approvals or development orders; and
- 15.3 If the default consists of the failure to pay money;
- 15.3.1 City may declare any remaining payments due under this Agreement immediately due and payable by providing written notice of such acceleration to Developer, and Developer will then immediately pay the full amount owed; and
- 15.3.2 Any unpaid amount shall accrue interest at the maximum rate allowed by law.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have executed this DEVELOPER'S AGREEMENT on the dates below.

AS TO CITY:

APPROVED AS TO FORM AND
LEGALITY:

**CITY OF OCALA, A FLORIDA MUNICIPAL
CORPORATION**

William E. Sexton,

City Attorney

By: _____
Kristen M. Dreyer
President
Ocala City Council

Date:

ATTEST:

Angel B. Jacobs, City Clerk

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this _____ day of _____, 20__, by Kristen M. Dreyer, as President of Ocala City Council, on behalf of the City of Ocala, a Florida municipal corporation.

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: _____

Signed and delivered in our
presence as witnesses:

AS TO DEVELOPER:

KL WINDING OAKS LLC

Print Name: _____

BY: _____

Print Name: _____

TITLE: Authorized Signatory

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing DEVELOPER'S AGREEMENT was acknowledged before me by means of
__ physical presence or __ online notarization, this _____ day of _____, 20__, by
_____, as _____.

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: _____

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF LANDS LYING IN SECTION 9, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

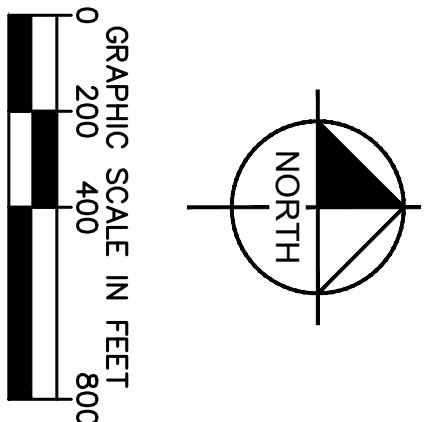
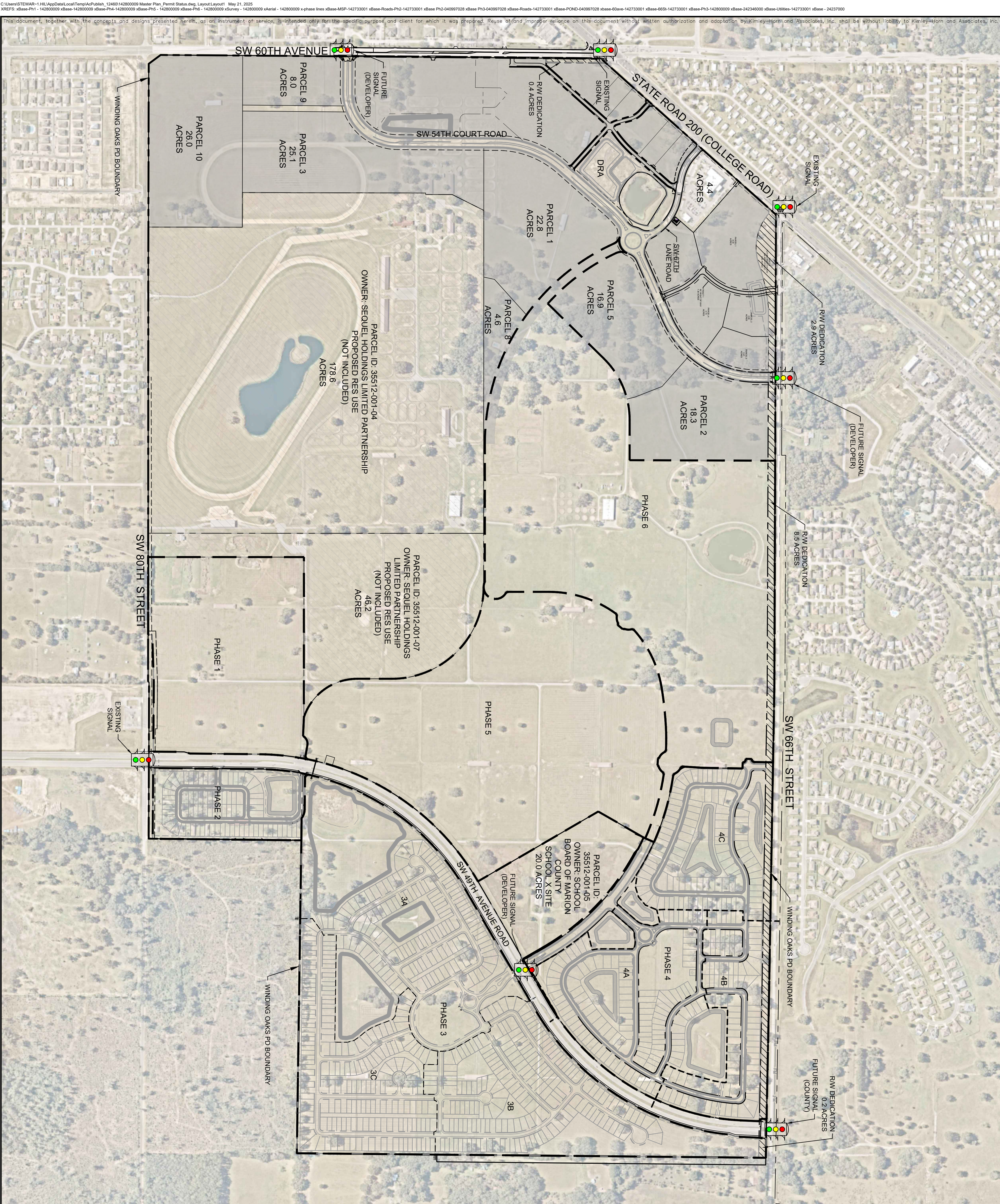
COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE ALONG THE EAST BOUNDARY OF THE WEST 1/2 OF SAID SECTION 9, N.00°03'09"W., 25.17 FEET TO THE NORTHERLY MAINTENANCE RIGHT OF WAY LINE OF S.W. 80TH STREET (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID NORTHERLY MAINTENANCE RIGHT OF WAY LINE OF S.W. 80TH STREET THE FOLLOWING TWO (2) COURSES: (1) N.89°57'43"W., 621.74 FEET; (2) THENCE N.89°53'40"W., 550.98 FEET TO THE SOUTHWESTERLY CORNER OF SEQUEL PARCEL I AS RECORDED IN OFFICIAL RECORDS BOOK 7103, PAGE 334 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY, ALONG THE WESTERLY BOUNDARY OF SAID LANDS, THE FOLLOWING TWO (2) COURSES: (1) N.00°06'20"E., 787.81 FEET; (2) THENCE N.89°52'31"W., 290.86 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY BOUNDARY; N.89°52'31"W., 683.76 FEET; THENCE N.00°28'46"E., 869.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 462.00 FEET, A CENTRAL ANGLE OF 21°36'10", AND A CHORD BEARING AND DISTANCE OF S.79°40'41"W., 173.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 174.19 FEET TO THE END OF SAID CURVE; THENCE N.89°31'14"W., 254.72 FEET; THENCE S.47°48'27"W., 56.07 FEET TO THE EASTERLY MAINTAINED RIGHT OF WAY OF S.W. 60TH AVENUE; THENCE ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING TWO (2) COURSES: (1) THENCE N.00°28'46"E., 1,048.62 FEET; (2) THENCE N.00°35'29"E., 1,154.41 FEET TO THE SOUTHERLY RIGHT OF WAY OF STATE ROAD NO.200; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY ALONG SAID SOUTHERLY RIGHT OF WAY THENCE N.41°48'13"E., 1,141.34 FEET TO THE WESTERLY MOST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6728, PAGE 1041; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY, ALONG THE SOUTHERLY, EASTERLY, AND NORTHERLY BOUNDARY OF SAID LANDS THE FOLLOWING SIX (6) COURSES; (1) THENCE S.48°06'42"E., 98.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 370.13 FEET, A CENTRAL ANGLE OF 32°00'27", AND A CHORD BEARING AND DISTANCE OF S.64°12'21"E., 204.09 FEET; (2) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 206.77 FEET TO THE END OF SAID CURVE; (3) THENCE S.80°12'35"E., 150.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 19°50'33", AND A CHORD BEARING AND DISTANCE OF S.70°18'46"E., 161.96 FEET; (4) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 162.77 FEET TO THE END OF SAID CURVE; (5) THENCE N.41°16'36"E., 210.99 FEET; (6) THENCE N.48°42'35"W., 573.50 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY, THENCE DEPARTING SAID SOUTHERLY, EASTERLY, AND NORTHERLY BOUNDARY, ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING TWO (2) COURSES: (1) THENCE N.41°48'24"E., 415.68 FEET; (2) THENCE N.79°10'56"E., 20.99 FEET TO THE SOUTHERLY MAINTAINED RIGHT OF WAY OF S.W. 66TH STREET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: (1) THENCE S.89°48'30"E., 1,312.50 FEET; (2) THENCE S.89°48'41"E., 84.99 FEET; (3) THENCE S.89°47'51"E., 649.52 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY, THENCE S.00°12'09"W., 1,220.28 FEET; THENCE N.90°00'00"W., 338.06 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 720.00

FEET, A CENTRAL ANGLE OF 45°44'30", AND A CHORD BEARING AND DISTANCE OF S.67°07'45"W., 559.66 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 574.81 FEET TO THE END OF SAID CURVE; THENCE S.44°27'08"W., 736.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,840.00 FEET, A CENTRAL ANGLE OF 06°02'39", AND A CHORD BEARING AND DISTANCE OF S.51°07'29"E., 194.01 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 194.10 FEET TO THE END OF SAID CURVE; THENCE S.48°03'50"W., 401.22 FEET; THENCE S.12°09'24"W., 91.96 FEET; TO THE NORTHERLY BOUNDARY OF THE AFORESAID SEQUEL PARCEL I AS DESCRIBED IN OFFICIAL RECORDS BOOK 7103, PAGE 334; THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) COURSES: (1) N.89°58'29"W., 559.17 FEET; (2) THENCE S.26°41'10"W., 296.29 FEET; (3) THENCE S.00°06'51"W., 222.88 FEET; (4) THENCE S.89°40'51"W., 12.47 FEET; (5) THENCE S.00°07'51"W., 1,536.48 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 172.82 ACRES, MORE OR LESS.

LESS AND EXCEPT:

THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2017, PAGE 588 AS "PART B: WATER RETENTION AREA" OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

EXHIBIT "B"
MASTER PLAN
(1 Page Attached)



PHASE 1	EXPRESS - 40' x 110'	--
	DRH - 50' x 110'	--
	TOWN HOMES FOR SALE	--
TOTAL		TBD
TOTAL		77
PHASE 2	EXPRESS - 40' x 110'	77
	FREEDOM VILAS - 37.5' x 110'	120
	TOTAL	197
PHASE 3	EXPRESS - 40' x 110'	197
	FREEDOM - 50' x 110'	196
	TOTAL	393
PHASE 4	EXPRESS - 40' x 110'	109
	DRH - 50' x 110'	86
	DRH - 60' x 115'	87
TOTAL		320
PHASE 5	EXPRESS - 40' x 110'	--
	TRADITIONAL - 60' x 110'	--
	TOTAL	TBD
PHASE 6	EXPRESS - 50' x 110'	--
	TRADITIONAL - 60' x 110'	--
	TOTAL	TBD
GRAND TOTAL		780

SUB-PHASE SUMMARY PHASE 3			
PRODUCTS/SUB-PHASE	3A	3B	3C
FREEDOM VILAS - 37.5' x 110'	34	38	48
DRH - 50' x 110'	48	71	70
FREEDOM - 50' x 110'	49	75	72
TOTAL	131	184	190

SUB-PHASE SUMMARY PHASE 4			
PRODUCTS/SUB-PHASE	4A	4B	4C
EXPRESS - 40' x 110'	39	39	30
EXPRESS - 50' x 110'	36	16	33
DRH - 50' x 110'	32	27	28
DRH - 60' x 115'	16	10	14
TOTAL	123	92	105

No.	REVISIONS	DATE	BY

Kimley»Horn

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LICENSED PROFESSIONAL
STEWART L. HILL, P.E.
FLORIDA LICENSE NUMBER
79410
DATE: _____

KHA PROJECT
142800009
DATE
MAY 2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY SLH

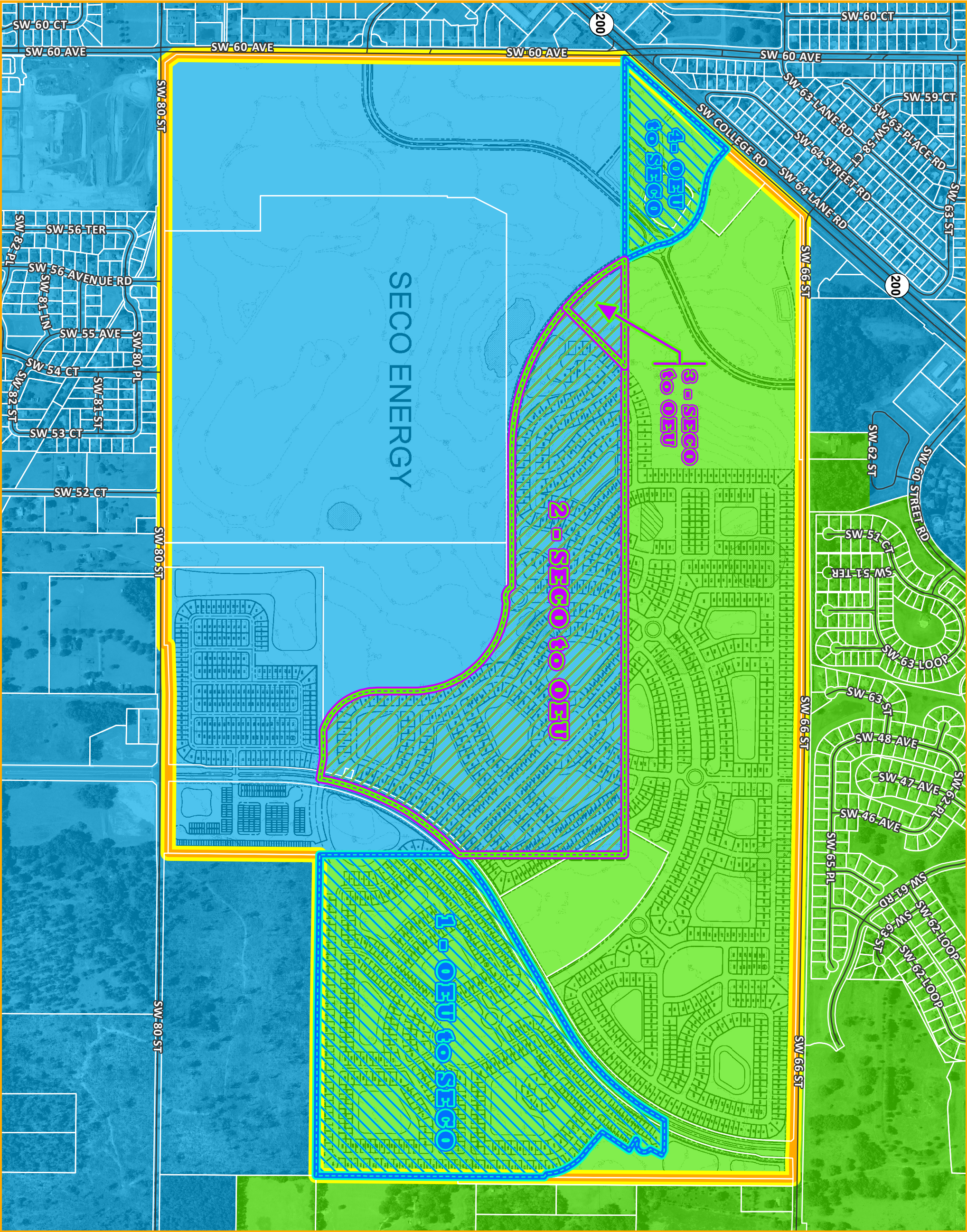
DEVELOPMENT MASTER PLAN

WINDING OAKS
PREPARED FOR
KL WINDING OAKS, INC

CITY OF OCALA FLORIDA

SHEET NUMBER
1 OF 1

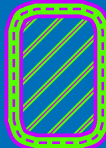
EXHIBIT "C"
OEU & SECO TERRITORIAL MAP
(1 Page Attached)



SECO Energy Proposal: Winding Oaks Planned Development Redraws



SECO Energy Redraw Proposal:

-  OEU to SECO:
Area 1 & 4
-  SECO to OEU:
Area 2 & 3

Current Utility Service Territory:

-  SECO Energy (SECO)
-  Ocala Electric Utility (OEU)



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