



City of Ocala  
Community Redevelopment Agency  
201 SE 3<sup>rd</sup> Street, Ocala, FL 34471

## MEMORANDUM

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DATE July 18, 2024  
TO: West Ocala CRA Advisory Committee  
FROM: Roberto Ellis, Economic Development Manager  
RE: New Construction Incentive Program

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### **CRA24-45747- 3637 W. Silver Springs Blvd.**

The New Construction Incentive Program was created to support commercial and residential multifamily projects that have the potential for catalytic impact in the CRA subarea. Joshua Clark (Applicant) has applied to the program to develop a quick service restaurant along one of the gateways to downtown Ocala. The site is located just off the I-75 Interstate northbound entrance at 3637 W. Silver Springs Blvd. (22827-000-01). The Applicant will develop the vacant property into a Culver's franchise restaurant consisting of a 4,443 S.F building, drive through, parking, outdoor seating and enhanced landscaping. The proposed Culver's restaurant is anticipated to have a total of 80 employees. In addition to the restaurant itself, the development of the project will create 20 temporary construction jobs. The cost of the project is estimated to be \$2,878,138; this includes sitework, building construction, furnishing, finishing and equipment. Mr. Clark will be working with Kimley-Horn to develop the site. The Grant Review Committee (GRC) met on July 8, 2024. Following an evaluation of the application and site conditions, the GRC recommended moving forward with approval of the application.

The Applicant is requesting the maximum grant in the amount of \$287,814. The Advisory Committee may recommend an incentive amount up to 10% of the total project costs. The final grant amount will be budgeted and distributed over three fiscal years. The Applicant has provided all the required documentation to demonstrate eligibility for the incentive. If approved, the project is scheduled to be completed by June 2025. The packet details the project schedule, cost breakdown, funding, and qualifications. Staff recommends granting approval, contingent upon the discussion and decision of the CRA Advisory Committee and the CRA Board.

Attached - Application form, drawings and photographs of existing conditions.



West Ocala CRA  
New Construction  
Incentive Program  
Application

June 2024

Kimley»Horn



CULVER'S OCALA  
NEW CONSTRUCTION INCENTIVE PROGRAM APPLICATION

- Attachment 1 Application
- Attachment 2 Proof of Ownership (PSA)
- Attachment 3 Color Photos of Existing Conditions
- Attachment 4 Building and Site Plans
- Attachment 5 Project Schedule
- Attachment 6 Project Budget
- Attachment 7 Insurance
- Attachment 8 Proof of Funding
- Attachment 9 Market Study
- Attachment 10 Team Qualifications
- Attachment 11 Grant Request Amount and Justification



# ATTACHMENT 1

## APPLICATION

CITY OF OCALA COMMUNITY REDEVELOPMENT AGENCY  
NEW CONSTRUCTION INCENTIVE PROGRAM  
**APPLICATION FORM**

**PROJECT INFORMATION**

Project Name: Culver's Ocala  
Project Address: 3637 W. Silver Springs Blvd Ocala, FL  
Parcel Number: 22827-000-01  
Proposed Uses: Quick Service Restaurant

**APPLICANT INFORMATION**

Applicant's Name: Joshua Clark

Name of person to receive all correspondence if different from applicant:

Blair Knighting, AICP

Applicant's Business Name (if applicable): Culver's Ocala

Applicant's Mailing Address: 12740 Gran Bay Parkway West Suite 2350

City: Jacksonville State: FL Zip: 32258

Phone number 904-828-3917 Fax: \_\_\_\_\_

E-mail address: blair.knighting@kimley-horn.com

*(Please Check ✓)*

Applicant is the Property Owner \_\_\_ Purchaser  Other (If other please attach an affidavit.) \_\_\_

**AUTHORIZED REPRESENTATIVE**

I, Blair Knighting, am the legal representative of the owner and I am authorized to speak in his/her behalf for the subject matter.

Agent's Signature: Blair Knighting Phone Number: (904) 828-3917  
Email Address: blair.knighting@kimley-horn.com Address (Street): 12740 Gran Bay Parkway W, Suite 2350

City, State, Zip Code: Jacksonville, Florida 32258

(Please Check ✓ )

I agree to submit an affidavit alongside this application proving my authorization.

**PROPERTY OWNER INFORMATION**

(if different from Applicant)

Property Owner's Name: Shirley Neill Andrews Trust  
Property Owner's Business Name (if applicable): \_\_\_\_\_  
Property Owner's Mailing Address: P.O. Box 94  
City: Starke State FL Zip 32091  
Phone number: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**PROJECT DESCRIPTION:**

*If necessary, attach additional sheets addressing the following.*

Describe the scope of project within the surrounding area.

**See Attachment 11**

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Explain how the project will benefit the CRA and immediate surrounding area.

**See Attachment 11**

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Would the proposed improvements be made without the assistance of the grant program? If not, please explain.

**See Attachment 11**

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Number and types of jobs being created, if applicable. \_\_\_\_\_

What will be the business hours of operation? \_\_\_\_\_ **See Attachment 11**

For projects with residential component - number and types of units being created. \_\_\_\_\_

**PROJECT COSTS & SCHEDULE**      **See Attachment 5 for Project Schedule and Attachment 6 for Project Budget**

Cost of project based on attached submitted bid(s): \_\_\_\_\_

Anticipated start date: \_\_\_\_\_

Anticipated completion date: \_\_\_\_\_

Incentive amount being requested: \$ \_\_\_\_\_

Preferred disbursement - Year 1 \_\_\_\_\_ Year 2 \_\_\_\_\_ Year 3 \_\_\_\_\_

## **GENERAL CONDITIONS**

It is expressly understood and agreed that the applicant shall be solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinances, and other applicable regulations.

It is expressly understood and agreed that the applicant will not seek to hold the City of Ocala, the Grant Review Committee (Committee) and/or its agents, employees, board members, officers and/or directors liable for any property damage, personal injury, or other loss relating in any way to the Program.

It is expressly understood and agreed that the applicant will hold harmless the City, its agents, officers, employees and attorneys for all costs incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending any document (such as an Environmental Impact Report, specific plan, or general plan amendment) if made necessary by said proceeding and if the applicant desires to pursue such approvals and/or clearances, after initiation of the proceeding, which are conditioned on the approval of these documents.

The applicant authorizes the City of Ocala to promote any approved project including but not limited to displaying a sign at the site, during and after construction, and using photographs and descriptions of the project in City of Ocala materials and press releases.

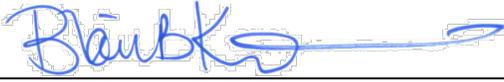
If the applicant fails to perform the work approved by the Committee, the City reserves the right to cancel the grant. The applicant also understands that any work started/completed before the application is approved by the Committee is done at their own risk, and that such work will jeopardize their grant award.

This program is authorized under Sections 166.021 (8)(b)(c) Florida Statutes. Applicants desiring confidentiality must provide a letter requesting "that any and all documents, records, reports, correspondence, conversations, applications, data and other sources of information concerning our business plans, interests, or intention be kept confidential as authorized under Section 288.075, Florida Statutes". Applicants shall be subject to recording as required.

Completion of this application by the applicant DOES NOT guarantee that grant monies will be awarded to the applicant.

**Applicant**

I, Blair Knighting, business owner/authorized representative of the property at 3637 W Silver Springs Blvd have read and understand the terms and conditions of the Program and agree to the general conditions and terms outlined in the application process and guidelines of the Program. Under penalty of perjury, the undersigned states the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information in an attempt to qualify for award preference will be subject to a (1) year program suspension, and possibly up to a three (3) year program debarment.

Signature  Date June 16, 2024

**Owner Approval for Tenant /Applicant**

I, Please see attached Authorization, owner of the building at \_\_\_\_\_, have read and understand the terms and conditions of the Program and agree to the general conditions and terms outlined in the application process and guidelines of the Program. I give my consent to the applicant to move forward with improvements on the building as outlined in the Scope of Work section of this application. Under penalty of perjury, the undersigned states the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information in an attempt to qualify for award preference will be subject to a (1) year program suspension, and possibly up to a three (3) year program debarment.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Property Information – For staff use only.**

- Is the property assessed Marion County property taxes? Y / N
- Are property taxes paid up to date? Y / N
- Is the property in condemnation or receivership? Y / N
- Is there an active City code enforcement case on the property? Y / N
- Is the building on the National Register of Historic Places Y / N

Date received: 6/18/2024 - 9:23 AM

Staff signature: 

6/10/2024

City of Ocala  
Community Redevelopment Agency  
110 SE Watula Ave  
Ocala, FL 34471

**RE: Agent Authorization**

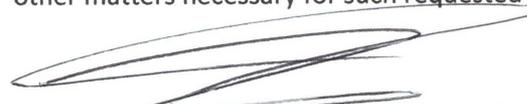
To Whom It May Concern:

Please be advised that I, Joshua Clark, hereby certify is the registered agent of the owner of the property located at 3637 W. Silver Springs Blvd Ocala, FL 34475. As the authorized agent/owner of **FL TBD, LLC**, I hereby authorize and empower:

Kimley-Horn and Associates, Inc. at  
12740 Gran Bay Parkway West, Suite 2350  
Jacksonville, FL 32258  
Phone: 904 828 3900

to act as agent for CRA Grant applications for the properties located at:  
3637 W. Silver Springs Blvd  
Ocala, FL 34475  
(Parcel# 22827-000-01)

and in connection with such authorization to file such applications, papers, documents, requests and other matters necessary for such requested change.

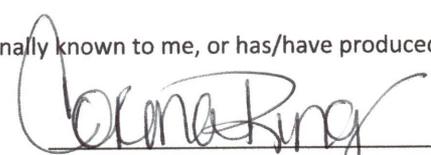
  
\_\_\_\_\_  
**Signature of Authorized Agent**  
Joshua F. Clark  
**Printed Name of Authorized Agent**

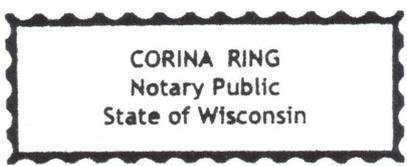
State of Wisconsin County of Oneida

The foregoing application is acknowledged before me by means of  physical presence or  online notarization, this 10th day of June 2024

By Joshua Clark, who is/are personally known to me, or has/have produced \_\_\_\_\_ as identification.

NOTARY SEAL

  
\_\_\_\_\_  
Signature of Notary Public, State of WI



Notary ID#  
247745

My commission expires 5/19/26



## ATTACHMENT 2

### PROOF OF OWNERSHIP (PSA)

**PURCHASE AGREEMENT**  
(Ocala, FL)

**EFFECTIVE**

**DATE:** November 27, 2023 (See §13.2)

**BETWEEN:** **GOLD RIVER PROPERTIES, LLC,**  
a Delaware limited liability company

(“**Seller**”)

**AND:** **FL TBD, LLC (Culver’s)**  
a Florida limited liability company

(“**Buyer**”)

**W I T N E S S E T H:**

**WHEREAS,** Seller has the contractual right pursuant to a commercial contract (as any time amended, collectively, the “**Underlying PSA**”) with Shirley Neil Andrews, Trustee for the Living Trust of Shirley Neil Andrews (the “**Underlying Seller**”), to acquire certain real property consisting of approximately 1.96 acres located at or about 3637 W Silver Springs Blvd, Ocala, FL 34475, as more particularly described on Exhibit “A” attached hereto (the “**Property**”);

**WHEREAS,** Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Property (as defined in Section 1.1 below) upon and subject to the terms and conditions hereinafter set forth.

**FOR VALUABLE CONSIDERATION,** Seller and Buyer agree as follows:

**I. SALE AND PURCHASE**

1.1 Sale of Property. Subject to the terms and conditions of this Purchase Agreement (“**Agreement**”), Seller will sell and convey to Buyer, and Buyer will purchase and accept from Seller, the parcel of real property legally described on Exhibit A attached hereto (legal description and area to be confirmed by the Commitment, defined in Section 3.1, and the Survey, defined in Section 3.2), having an address of 3637 W Silver Springs Blvd, Ocala, FL 34475, containing 1.96+/- acres and identified as Parcel No. 22827-000-01 (the “**Property**”). The Property shall also include all of Seller’s right, title, and interest in and to (to the extent applicable):

- (a) The Land;
- (b) any and all components and improvements on the Property;
- (c) all adjacent streets or alleys or rights of way, if any;
- (d) all pending or future condemnation awards relating to all or any portion of the Property;
- (e) all insurance proceeds payable by reason of any damage to or destruction of all or any portion of the Property;

- (f) all plans, specifications, drawings, and other architectural and engineering data relating to the Property to the extent the same are in the possession or control of Seller or any of Seller's agents, employees, or representatives; and
- (g) all rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property.

1.2 Closing. The parties will work to close the purchase and sale contemplated by this Agreement ("**Closing**") on or before the date that is thirty (30) days after the expiration of the Permitting Diligence Period (as defined in Section 4.2, herein and including any extensions thereof), or thirty (30) days after site plan approval has been obtained by Buyer, whichever is later, or sooner at Buyer's option and upon reasonable notice to Seller; provided that all contingencies set forth in this Agreement are satisfied in the reasonable discretion of Buyer. Closing will take place by Buyer and Seller submitting the documents required of them to email, Federal Express or other overnight delivery service or, an original document will not be required for the Closing. Email is acceptable to both parties. Notwithstanding anything herein to the contrary, the Closing shall take place simultaneously with the Closing for the Underlying PSA (or as otherwise provided in Section 6.4 herein).

## II. PURCHASE PRICE

2.1 Payment of Purchase Price. The purchase price for the Property will be [REDACTED] (the "**Purchase Price**"); The Purchase Price will be paid in the following manner:

- (a) [REDACTED] as earnest money, by Buyer depositing with Meland Budwick, P.A. (the "**Escrow Agent**"), such amount in cash, within two (2) business days after the Effective Date (the "**Initial Earnest Money**"); and
- (b) [REDACTED] as earnest money, by Buyer depositing such amount in cash within two (2) business days after expiration of the Due Diligence Period (the "**Additional Earnest Money**"), provided Buyer has not terminated this Agreement pursuant to the terms herein. The Initial Earnest Money in the total amount of [REDACTED], plus the Additional Earnest Money in the total amount of [REDACTED] shall be collectively referred to herein as the "**Earnest Money**"; and
- (c) the remainder, by Buyer paying such amount to Seller in cash at Closing.

2.2 Method of Payment. All cash payments by Buyer will be in U.S. Dollars and in the form of wire transfer, certified checks or other immediately available funds.

2.3 Application of Earnest Money. The Earnest Money will be deposited with the Escrow Agent and disbursed as provided in this Agreement. Buyer may have the Escrow Agent hold the Earnest Money in its trust account, and invest the Earnest Money in certificates issued by, or time deposits in, national banking associations or nationally chartered savings and loan associations, in securities issued or guaranteed by the United States Government, in money market funds the underlying assets of which consist of the above-described certificates or securities, or in such other investments as may from time to time be approved in writing by Buyer and Seller. All interest earned on the Earnest Money will be considered as additional Earnest Money, to be held and invested by the

Escrow Agent in the same manner as the Earnest Money originally deposited. If Closing occurs, such Earnest Money will be paid to Seller as a part of the Purchase Price.

### III. TITLE

- 3.1 Title Commitment. Within thirty (30) days after the Effective Date, Buyer shall obtain a commitment for an owner's policy of title insurance covering the Property (the "**Commitment**") from a nationally recognized title company (the "**Title Company**"), with standard exceptions for mechanic's liens, survey and parties in possession deleted, with searches for special assessments, and with an amount of coverage equal to the Purchase Price plus the anticipated construction costs for the development and construction of Buyer's planned building ("**Buyer's Project**"), and subject only to those matters not objected to and/or waived by Buyer pursuant to Section 3.3 and 3.4 below (the "**Permitted Exceptions**"). The Commitment will also include a copy of each instrument listed as an exception to title or referred to therein.
- 3.2 Survey. Within thirty (30) days after the Effective Date, Buyer, at Buyer's cost, shall obtain a survey of the Property (the "**Survey**") made by a registered land surveyor and certified to the Buyer and the Title Company, showing the location of all easements, buildings, improvements, and encroachments and conforming to the current standard detail requirements established by the American Land Title Association and the American Congress on Surveying and Mapping.
- 3.3 Examination of Title. Buyer will be allowed until forty-five (45) days following the Effective Date (but in no event later than the expiration of the Due Diligence Period) for examination of title to the Property (including any rights and interest to be insured therewith under the terms hereof) and making of written objections to Seller. Any matters Buyer does not object to within such period shall be deemed Permitted Exceptions.
- 3.4 Corrections to Title. If any objections to title to the Property are made as provided in Section 3.3 ("**Purchaser's Objection Notice**"), then within five (5) days after Seller's receipt of Purchaser's Objection Notice, Seller shall notify Purchaser in writing ("**Seller's Cure Notice**") of any matters in Purchaser's Objection Notice which Seller elects not to cure; it being agreed that Seller shall not be obligated to cure any matters except any monetary liens which encumber the Property, irrespective of whether such monetary liens are objected to by Purchaser. In the event Seller shall fail to respond timely to Purchaser's Objection Notice, Seller shall be deemed to have elected not to cure the matters set forth therein. In the event Seller informs Purchaser in Seller's Cure Notice that Seller is unable or unwilling to cure any objections raised in Purchaser's Objection Notice, Purchaser shall be entitled to elect, on or before the expiration of the Due Diligence Period, either to (i) terminate this Agreement and receive the return of the Earnest Money, or (ii) to waive such objections and proceed to close the transaction contemplated by this Agreement. Any exceptions to title as revealed by title examination or the Survey for which Purchaser fails to make objection, or for which Purchaser waives or is deemed to have waived its objection, shall be deemed Permitted Exceptions.
- 3.5 Title Insurance. At Closing, Buyer shall receive an owner's policy of title insurance in the form and substance contemplated above covering the Property and subject only to the Permitted Exceptions. Seller shall deliver to the Title Company an Owner's Affidavit and such other documents reasonably required by the Title Company to enable the Title Company to issue a proforma policy or marked-up Commitment as required above and dated as of the date of Closing. Buyer shall be responsible for the title insurance premium for the above policy to the extent of the original purchase price. Buyer shall also be responsible for the costs of title search and exam fee

and the title insurance premium for the above policy for any extended or as-built coverage and all endorsements that exceed the insured value of the Purchase Price.

#### IV. REVIEW OF THE PROPERTY

- 4.1 Documents. No later than seven (7) business days after the Effective Date, Seller, at Seller's sole cost and if in Seller's possession or control, will provide to Buyer: (i) Seller's most recent title insurance policy for the Property, and copies of all exception documents shown thereon that are in Seller's possession or control; (ii) Seller's most recent survey(s) pertaining to the Property; (iii) all development approvals and permits that have been issued by any governmental authorities and/or private utility companies with respect to the Property, if any (and with respect to any development approvals or permits that have been applied for but not yet issued, a copy of the application materials and all correspondence relating thereto), including without limitation, any development orders, plat approvals, site plan approvals, permits for installation of water and sewer facilities, and also including any conditions, restrictions, obligations, covenants, declarations or agreements that may exist or may have been submitted, received by, entered into or accepted by Seller pertaining to the development of the Property; (iv) all permits, reports, surveys, and other documents that evidence the location, capacity, and/or availability of utilities to the Property; (v) all environmental assessment reports, soil tests, wetland delineation reports, flood plain information, endangered species reports and other engineering reports and materials pertaining to the physical condition, suitability and desirability of the Property that are in the possession or control of Seller or otherwise reasonably available to Seller; and (vi) all agreements, condominium declarations and other agreements to which Seller is a party and/or that affect the Property, including, but not limited to, documents creating reciprocal easements (collectively, the "**Documents**").
- 4.2 Due Diligence Period. Buyer will be allowed until Ninety (90) days after the Effective Date (the "**Due Diligence Period**") to review the Documents, inspect the Property, perform such inventories, observations, tests and investigations as Buyer may reasonably deem appropriate and otherwise satisfy itself regarding the condition, suitability and desirability of the Property, all in accordance with Section 4.6 below. If Buyer in its sole discretion is not satisfied with the Property, Buyer may on or before the expiration of the Due Diligence Period terminate this Agreement by giving written notice to Seller. Upon such termination, the Earnest Money will be returned to Buyer and neither party will have any further obligations under this Agreement, except those obligations that either expressly or by their nature survive such termination. Also, upon any such termination, upon request by Seller, Purchaser shall deliver to Seller copies of all third-party surveys, geotechnical or environmental studies, soil reports and/or title reports prepared for Purchaser that pertain to the Property (collectively, the "**Purchaser Reports**"), excepting from the Purchaser Reports any such materials that are confidential, privileged, internal work-product or proprietary in nature.
- 4.3 Permitting Period: Buyer will be allowed ninety (90) days after the expiration of the Due Diligence period (the "**Permitting Period**"). During the Permitting Period Buyer will be confirming, using diligent and good faith efforts, that Buyer can obtain any governmental and third-party approvals related to Buyer's ability to construct and operate for Buyer's intended use (collectively, "**Permits**"). In the event that Buyer has been unable to obtain any such governmental or third-party approvals or consents, Buyer may terminate this Agreement by written notice to Seller prior to the end of the Permitting Period. Upon such termination, the Earnest Money shall be paid to Buyer. Upon the request of Buyer, Seller shall reasonably cooperate (and try to have Underlying Seller to do the same) and sign any authorizations or consents requested by Buyer or any governmental agency to enable Buyer to apply for and obtain the Permits or any other approvals desired by Buyer, at no cost to Seller. Buyer shall notify Seller of any and all meetings or hearings related to the Permits and Seller shall be entitled to have a representative attend any such gatherings.

Seller shall in no way be required to consent to terms or conditions of any such Permits if the term or condition would be binding on Seller if Buyer does not acquire the Property.

4.4 AS IS. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT AND/OR IN ANY DOCUMENT EXECUTED AND DELIVERED BY SELLER AT CLOSING (COLLECTIVELY, THE “**EXPRESS WARRANTIES**”), PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY “AS IS” AND THAT SELLER HAS NOT MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF ANY KIND OR CHARACTER REGARDING ANY ASPECT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY, CONSTRUCTION, PHYSICAL CONDITION OF THE PROPERTY, (B) THE EXISTENCE OF MOLDS, MILDEW, SPORES, FUNGI AND/OR TOXINS IN OR ON THE PROPERTY, (C) THE INCOME TO BE DERIVED THEREFROM, (D) THE SUITABILITY OF THE PROPERTY FOR ANY ACTIVITY OR USE WHICH PURCHASER OR ANY TENANT MAY CONDUCT THEREON, (E) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (F) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE THEREIN, THEREON OR THEREUNDER OF HAZARDOUS MATERIALS. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT REGARDING THE PROPERTY OR THE TRANSACTIONS CONTEMPLATED HEREIN, EXCEPTING THE EXPRESS WARRANTIES. PURCHASER ACKNOWLEDGES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATIONS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, EXCEPTING THE EXPRESS WARRANTIES. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW THE SALE PROVIDED FOR HEREIN IS MADE ON AN AS-IS, WHERE-IS BASIS WITH ALL FAULTS, EXCEPTING THE EXPRESS WARRANTIES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT. FURTHERMORE, EXCEPT FOR ANY CLAIM THE PURCHASER MAY HAVE AS A RESULT OF THE BREACH BY THE SELLER OF ANY TERM, CONDITION, COVENANT OF THIS AGREEMENT AND/OR WITH RESPECT TO THE EXPRESS WARRANTIES, AS OF CLOSING PURCHASER DOES RELEASE AND FOREVER DISCHARGE SELLER FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS AND DEMANDS FOR, UPON OR BY REASON OF ANY DAMAGE, LOSS OR INJURY WHICH HERETOFORE HAVE BEEN OR WHICH HEREAFTER MAY BE SUSTAINED BY PURCHASER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE, LOSS, OR INJURY RESULTING FROM OR ARISING OUT OF THE PRESENCE OF ANY HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION ON OR IN THE VICINITY OF THE PROPERTY, INCLUDING THE INTERIOR, THE SOIL AND/OR GROUNDWATER (HEREINAFTER REFERRED TO AS THE “**CLAIMS**”). THIS RELEASE APPLIES TO ALL SUCH CLAIMS WHETHER THE ACTIONS CAUSING THE PRESENCE OF HAZARDOUS MATERIALS ON OR IN THE VICINITY OF THE PROPERTY

OCCURRED BEFORE OR AFTER THE CLOSING, SUBJECT TO THE EXPRESS WARRANTIES. THE TERMS HEREOF SHALL SURVIVE CLOSING.

- 4.5 Waiver. Further, except with respect to the Express Warranties, Purchaser further acknowledges and agrees that having been given the opportunity to inspect the Property, Purchaser is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller and at the Closing Purchaser shall accept the Property and waive all Claims against Seller or Seller's members, officers, directors, shareholders, employees, members, managers, partners, attorneys and agents (including, but not limited to, any right or claim of contribution) arising from or related to the Property or to any Hazardous Materials on the Property and any Claim it has, might have had, or may have against Seller with respect to the condition of the Property, either patent or latent, but in any case subject to the Express Warranties. Purchaser further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and, except with respect to the Express Warranties, makes no representations as to the accuracy or completeness of such information. Except for the Express Warranties, Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person. Purchaser further acknowledges and agrees that, except for the Express Warranties, to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS IS" condition and basis with all faults.
- 4.6 Inspection. During the period from the Effective Date to Closing, so long as this Agreement has not been terminated, Buyer and its representatives may enter the Property to inspect the Property and perform such inventories, observations, tests and investigations as Buyer may reasonably deem appropriate and upon reasonable advance written notice. Seller shall have the right to have a representative of Seller accompany Purchaser and/or Purchaser's representatives during said inspections. Purchaser shall remove or bond any lien of any type which attaches to the Property as a result of any Purchaser's inspections. Any person or entity entering the Property on behalf of Purchaser shall carry adequate liability and property damage insurance policies with minimum limits of \$1,000,000.00 for general liability and \$1,000,000.00 for Property damage. All of Purchaser's inspections shall be at Purchaser's sole cost and expense, and shall be performed in a manner so as not to unreasonably interfere with Seller's or Underlying Seller's interest in the Property. Purchaser's inspections shall be exercised and conducted, in all respects, in a commercially reasonable manner by Purchaser's agents and representatives and in compliance with all applicable laws, statutes, ordinances, orders, rules and regulations of any governmental authority or agency having jurisdiction over the Property. Buyer will at Buyer's cost repair any resulting damage to the Property and will indemnify and hold harmless Seller from any injury or damage to persons or property, except to the extent arising out of the willful acts or active negligence of Seller, its employees, agents and contractors. Notwithstanding the foregoing, the indemnity obligations of Buyer under this Agreement shall not be applicable to, and Buyer shall have no liability to Seller for, and is hereby fully released from, any and all costs and liabilities arising from the discovery, presence or reporting of an adverse environmental condition not directly caused or materially exacerbated by Buyer's investigations. The foregoing indemnity and repair obligations shall survive the termination of this Agreement or the Closing. Notwithstanding anything herein to the contrary, all inspections shall be subject to the rights contained in the Underlying PSA and subject to approval of the Underlying Seller.

## V. CONDITIONS TO CLOSING

5.1 Buyer Conditions. The obligation of Buyer to perform and to purchase the Property under this Agreement is subject to the following contingencies being met to the sole satisfaction and discretion of Buyer, within the time provided for herein:

- (a) the representations and warranties of Seller contained in Section 8.1 are true and correct in all material respects as of the Effective Date and the date of Closing;
- (b) as of Closing, Seller has in all material respects performed and observed all covenants, agreements and conditions of this Agreement to be performed or observed by it on or before the times for such performance set forth herein;
- (c) at Closing, Buyer has received a certificate or certificates (“**Seller’s Closing Certificate**”) dated the day of Closing and signed by Seller certifying as to the matters set forth in items (a) and (b) of this Section;
- (d) as of Closing, there shall have been no default under the Underlying PSA;
- (e) as of Closing, the Title Company shall have committed to issue an ALTA owner’s policy of title insurance to Buyer as contemplated in Section 3.5 above;
- (f) as of Closing, Seller has delivered the Property to Buyer in the condition provided for in Section 4.4; and
- (g) Seller has delivered to Buyer all of the items required to be delivered to Buyer pursuant to Section 6.2.

5.2 Unsatisfied Conditions. If any condition set out in Section 5.1 is unsatisfied on the date(s) indicated therein, or, if no date is specified, as of Closing, then Buyer may at its option:

- (a) waive the condition and proceed with Closing;
- (b) delay Closing for up to thirty (30) days to allow the condition to be satisfied; or
- (c) terminate this Agreement by written notice to Seller, upon which Buyer will be entitled to a return of the Earnest Money (including any Extension Deposits made).

## VI. CLOSING

6.1 Buyer Closing Documents. Buyer will deliver to Seller at Closing:

- (a) the portion of the Purchase Price specified in Section 2.1;
- (b) a closing statement duly executed by Buyer;
- (c) duly adopted and executed resolutions from Buyer authorizing and approving the transaction contemplated by this Agreement; and
- (d) any other items required by this Agreement and such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this Agreement.

6.2 Seller Closing Documents. Seller will prepare, execute and deliver to Buyer at Closing:

- (a) a special warranty deed duly executed by Seller conveying the Property to Buyer subject only to the Permitted Exceptions and in a form and substance acceptable to Buyer;
- (b) if applicable, a quit claim bill of sale duly executed by Seller conveying that portion of the Property constituting personal property;
- (c) an affidavit that Seller is not a foreign person under Section 1445 of the United States Internal Revenue Code;
- (d) an affidavit satisfactory to Title Company that at Closing there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against Seller, no labor, services, materials, or machinery have been furnished to the Property for which mechanics' liens could be filed, and no unrecorded interests in the Property exist which have not been fully disclosed to Buyer;
- (e) the Seller's Closing Certificate;
- (f) a closing statement, duly executed by Seller;
- (g) duly adopted and executed resolutions from Seller authorizing and approving the transaction contemplated by this Agreement; and
- (h) any other items required by this Agreement and such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this Agreement.

6.3 Delivery of Possession. Seller will deliver possession of the Property to Buyer at Closing.

6.4 Underlying PSA. Notwithstanding anything in this Agreement to the contrary, on or before the Closing Date, Seller shall have either (Seller in its sole discretion choosing any of the following options) (i) closed on the acquisition of the Property pursuant to the Underlying PSA or (ii) shall be capable of simultaneously closing on the acquisition of the Property pursuant to the Underlying PSA, in either case such that Seller is ready, willing and able to deliver good, insurable and indefeasible fee simple title to the Property to Purchaser as contemplated herein; provided, however, that Seller may elect in its sole discretion (but shall not be required) to nominate Purchaser under the Underlying PSA (thus assigning the Underlying PSA to Buyer) such that Underlying Seller shall directly convey the Property to Purchaser at Closing (the "**Assignment**"). If Seller chooses to move forward with the Assignment, then at such time:

- (a) the Agreement would be amended so that at the Closing or as of the Assignment, Seller shall be selling to Purchaser and Purchaser shall be purchasing from Seller its contractual rights to acquire the Property directly from Underlying Seller pursuant to the Underlying PSA, rather than purchasing the Property directly from the Seller.
- (b) all references in the Agreement to a purchase of the Property would be amended to be a purchase of Seller's contractual right to acquire the Property directly from Underlying Seller as contemplated in the Underlying PSA.

- (c) At Closing or at the time of the Assignment, in consideration for selling the contractual interests in the Underlying PSA, Seller shall receive the difference between the Purchase Price and the Underlying PSA Purchase Price Amount.

## **VII. CLOSING COSTS AND PRORATIONS**

- 7.1 Closing Costs. Buyer and Seller will each be responsible for its legal, accounting and other expenses associated with the transaction contemplated by this Agreement up to and including the date final adjustments are made pursuant to this Agreement. Seller will be responsible for any document recording fees related to the release of any liens or required for correction of title, the documentary stamp taxes due on the deed or any state and county deed tax. Buyer will pay all other document recording fees and any mortgage registry taxes required in connection with the transaction. Buyer and Seller shall each pay one half (1/2) of the Title Company's closing fees.
- 7.2 Taxes and Assessments. Seller shall pay all real estate taxes that are payable for calendar years prior to the year of Closing and a prorata portion of the real estate taxes payable for the year of Closing based on a calendar year proration as of the date of Closing. Seller shall also pay any special assessments levied or pending against the Property as of the day of Closing. Buyer shall pay all real estate taxes payable for calendar years subsequent to the year of Closing and a prorata portion of the real estate taxes payable for the year of Closing based on a calendar year proration as of the date of Closing. Buyer shall pay any special assessments first levied or pending against the Property after the day of Closing. Seller shall pay any sales tax assessed as a result of the transfer of the Property, and any other deferred real estate taxes and assessments now or hereafter due by virtue of the sale of the Property or otherwise accruing for the period prior to Closing.

## **VIII. WARRANTIES AND REPRESENTATIONS**

- 8.1 Seller Warranties. Seller warrants and represents to Buyer that:
  - (a) Seller is a limited liability company organized in the State of Delaware and has all requisite power and authority to execute and deliver this Agreement and the documents entered into pursuant hereto, and to carry out its obligations under this Agreement and such documents;
  - (b) this Agreement has been duly authorized, executed and delivered on behalf of Seller and constitutes the valid and binding agreement of Seller, enforceable in accordance with its terms;
  - (c) the execution, delivery and performance of this Agreement by Seller will not constitute a default by Seller under any agreement, instrument or order to which Seller is a party or by which Seller is bound; and
  - (d) The Underlying PSA is in full force and effect. Seller is not in default of its obligations under the Underlying PSA, and there has been no occurrence of any event or circumstance which could, with the giving of notice or the passage of time, constitute a default by Seller under the Underlying PSA. To Seller's actual knowledge, the Underlying Seller is not in default of its obligations thereunder, and there has been no occurrence of any event or circumstance which could, with the giving of notice or the passage of time, constitute a default by the Underlying Seller.

The representations and warranties contained in this Section 8.1 herein shall not be merged into the deed, but instead shall survive until the date one hundred eighty (180) calendar days after the Closing.

8.2 Buyer Warranties. Buyer warrants and represents to Seller that:

- (a) Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite power and authority to carry on its business as conducted, to execute and deliver this Agreement and the documents entered into pursuant hereto, and to carry out its obligations under this Agreement and such documents;
- (b) this Agreement has been duly authorized, executed and delivered on behalf of Buyer and constitutes the valid and binding agreement of Buyer, enforceable in accordance with its terms;
- (c) the execution, delivery and performance of this Agreement by Buyer will not constitute a default by Buyer under any agreement, instrument or order to which Buyer is a party or by which Buyer is bound; and
- (d) Buyer is not aware of any action, proceeding or investigation pending or threatened which might materially adversely affect the ability of Buyer to perform its obligations under this Agreement.

#### **IX. MAINTENANCE AND OPERATIONS PRIOR TO CLOSING**

9.1 Operation. During the period from the Effective Date to Closing, Seller will use its commercially reasonable best efforts to enforce against the Underlying Seller the maintenance and operation terms of the Underlying PSA.

#### **X. CASUALTY AND CONDEMNATION**

10.1 Notice of Damage or Taking. Seller will give Buyer prompt notice of any fire or other casualty occurring between the Effective Date and Closing which involves material damage to the Property in excess of \$500,000.00 and of any actual or threatened taking in condemnation affecting the Property of which Seller has knowledge.

10.2 Option to Terminate. If prior to Closing:

- (a) the Property sustains damage by fire or other casualty in excess of \$500,000.00;
- (b) the Property or any material portion or interest therein is taken in condemnation or by transfer in lieu of condemnation; or
- (c) condemnation proceedings are commenced or threatened against the Property,

Buyer may terminate its obligations under this Agreement by written notice given to Seller within fifteen (15) days after receipt of the notice referred to in Section 10.1. If so terminated, this Agreement will be void and of no effect, the Earnest Money (including all Extension Deposits, if any) will be returned to Buyer and neither party will have any further rights or obligations under this Agreement, except those obligations that expressly or by their nature survive such termination.

10.3 Effect on Closing. If Buyer is not entitled to or does not timely make the election provided for in Section 10.2, this Agreement and the obligations of Seller and Buyer under this Agreement will remain in full force and effect except that:

- (a) Buyer will accept the Property with such damage or condemnation; and
- (b) Seller will at Closing, pay over to Buyer any insurance proceeds and condemnation awards received prior to Closing which have not been applied to repairs and restoration, and assign to Buyer Seller's interest in all unpaid insurance proceeds and condemnation awards.

## **XI. ADDITIONAL COVENANTS**

11.1 Intentionally omitted.

11.2 Intentionally omitted.

## **XII. REMEDIES**

12.1 Default by Buyer. If Buyer defaults under this Agreement, Seller shall have the right as its sole and exclusive remedy to terminate this Agreement by giving written notice to Buyer. Upon such termination, and provided Seller is not in default of this Agreement, the Earnest Money and interest, if any, will be paid to Seller as liquidated damages and Buyer and Seller will have no further rights or obligations under this Agreement, except those rights and obligations that either expressly or by their nature survive such termination. Seller and Buyer acknowledge the difficulty and inconvenience of ascertaining Seller's actual damages in the event of Buyer's default and agree that the Earnest Money and interest, if any, paid to Seller is a fair and reasonable estimate of such damages. The termination of this Agreement and retention of the Earnest Money and interest, if any, will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance.

12.2 Default by Seller. If Seller defaults under this Agreement, Buyer may elect to (i) enforce specific performance of this Agreement, or (ii) terminate this Agreement and be relieved of its obligations hereunder, in which event Buyer shall be entitled to the return of the Earnest Money (including all Extension Deposits, if any). Seller acknowledges and agrees that in performing under this Agreement, Buyer will allocate personnel and internal resources, engage consultants, incur costs, and forego other opportunities; and Seller and Buyer acknowledge the difficulty and inconvenience of ascertaining Buyer's actual damages in the event of Seller's default and agree that the such amount paid to Buyer is a fair and reasonable estimate of such damages. The forgoing remedies will be the only remedies available to Buyer for such default by Seller, and Seller will not be liable for damages.

12.3 Survival. This Article 12 shall survive termination of this Agreement.

## **XIII. GENERAL**

13.1 Notices. Any notice, demand or document which any party is required or any party desires to give or deliver to or make upon any other party shall, in the case of a notice or demand, be in writing, and may be personally delivered, delivered by Federal Express or other nationally recognized courier service guaranteeing overnight delivery, or given or made by United States registered or certified mail, return receipt requested, with postage prepaid, with postage prepaid, or by email or facsimile and confirmation of receipt, addressed as follows:

(a) if to Seller: Gold River Properties, LLC  
2150 Coral Way, Suite 4a  
Miami, FL 33145  
Attention: Oscar Rodriguez & Jake Shirek  
Email: [or@arenarei.com](mailto:or@arenarei.com) & [jshirek@arenarei.com](mailto:jshirek@arenarei.com)

Copy to : Meland Budwick, P.A.  
200 South Biscayne Blvd., Suite 3200  
Miami, FL 33131  
Attention : Bryan N. Vega, Esq.  
Email : [bvega@melandbudwick.com](mailto:bvega@melandbudwick.com)

(b) if to Buyer: FL TBD, LLC  
  
Email:

copy to:

subject to the right of any party to designate a different address for itself by notice similarly given. Any such notice, demand or document so given, delivered or made as aforesaid, shall be deemed to be given, delivered or made (a) upon receipt of the same by the party or parties to whom the same is to be given, delivered or made, if delivered personally, (b) upon deposit with Federal Express or other nationally recognized courier service guaranteeing overnight delivery, (c) upon deposit in the United States mail, certified or registered mail, postage prepaid, or (d) upon delivery by e-mail (with confirmation of delivery).

13.2 Effective Date. The effective date of this Agreement will be the date upon which it is executed by the last signatory (the “**Effective Date**”).

13.3 Broker Commissions. Buyer and Seller each represents that no salesperson, broker, or agent has been retained by it in connection with this transaction other than SRS Real Estate Partners (“**Buyer’s Broker**”). Seller agrees to pay Buyer’s Broker at Closing pursuant to a separate agreement. Except as provided above in this Section 13.3, Buyer and Seller each indemnifies the other from any real estate or other sales commissions arising out of any claim of any salesperson, broker or agent acting or claiming to have acted on behalf of the indemnifying party in connection with this transaction.

13.4 Entire Agreement. This Agreement and the Exhibits referenced herein embody the entire agreement and understanding between Buyer and Seller relating to the transaction contemplated by this Agreement and may not be amended, waived or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought; provided, however any deadline or date set forth in this Agreement may be extended or otherwise modified by the parties via e-mail so long as both Purchaser and Seller (or respective counsel acting on behalf of Purchaser and/or Seller) confirm approval of such modification or extension through e-mail. No warranties or representations have been given by either party to the

other which are not fully embodied in this Agreement. If any term or provision of this Agreement is invalid or unenforceable, the remainder of this Agreement will not be affected and will remain in full force and effect.

- 13.5 Intentionally omitted.
- 13.6 Construction. This Agreement will be construed and enforced in accordance with the laws of the State of Florida without regard to or application of its conflicts of law rules or principles. If more than one person executes this Agreement as Buyer, each of them is jointly and severally liable for Buyer's obligations under this Agreement.
- 13.7 Assignment. Neither party shall assign or otherwise transfer its interest in and under this Agreement or in the Property to any third party without the prior written consent of the other party hereto. Notwithstanding the preceding sentence, Seller and Buyer agree that Buyer may assign this Agreement to any third party that is affiliated with Buyer without obtaining the prior written consent of Seller. Buyer shall promptly notify Seller in writing following any such assignment. If such an assignment is made, the sale made pursuant to this Agreement shall be consummated in the name of such assignee, which shall succeed to all of the rights, obligations and liabilities of Purchaser hereunder, but Purchaser shall not be released and relieved of all obligation and liability hereunder from and after the Closing Date. Seller shall have the right to assign this Agreement in whole or in part or any rights hereunder, without the consent of Purchaser but upon prior written notice to Purchaser, to an assignee that complies with the assignment requirements of the Underlying PSA.
- 13.8 Binding Agreement. This Agreement is binding upon and inures to the benefit of Buyer and Seller and their respective heirs, representatives, successors and assigns.
- 13.9 Time of Essence. Time is of the essence in this Agreement.
- 13.10 Interpretation. The parties acknowledge that they have read, understand and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, and restrictions and the effect of all the provisions of this Agreement and they agree to the enforcement of any and all of these provisions and executes this Agreement with full knowledge of the same. Any typewritten or handwritten provisions inserted in this Agreement which are initialed by the parties shall control over all printed provisions of this Agreement in conflict therewith. Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "but not limited to," and (e) references to "hereunder" or "herein" relate to this Agreement. The section and other headings contained in this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified. Any accounting term used herein that is not specifically defined herein shall have the meaning given to it under GAAP. Each party and its counsel have reviewed and revised (or requested revisions of) this Agreement and have participated in the preparation of this Agreement, and therefore any rules of construction requiring that ambiguities are to be resolved against the party which drafted the Agreement or any exhibits attached hereto shall not be applicable in the construction and interpretation of this Agreement or any exhibits attached hereto. The term "sole discretion" with respect to any determination to be made a party under this Agreement shall mean the sole and

absolute discretion of the party, without regard to any standard of reasonableness or other standard by which the determination of the party might be challenged.

- 13.11 Exhibits. Any and all exhibits attached or to be attached hereto are hereby incorporated and made a part of this Agreement by reference.
- 13.12 Memorandum of Agreement. Intentionally left blank.
- 13.13 Waiver. Except as herein expressly provided, no waiver by a party of any breach of this Agreement or of any warranty or representation hereunder by another party shall be deemed to be a waiver of any other breach of any kind or nature (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any such breach by another party shall be deemed to be a waiver of any further breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows of such a breach at the time it accepts such payment or performance. No failure on the part of a party to exercise any right it may have by the terms hereunder or by law upon the default of another party, and no delay in the exercise thereof by the first party at any time when such other party may continue to be so in default, shall operate as a waiver of any default, or as a modification in any respect of the provisions of this Agreement.
- 13.14 Announcements. Prior to and at Closing, Buyer and Seller will coordinate press releases and other public disclosures concerning the transaction contemplated by this Agreement.
- 13.15 Time Computations. In computing a period of days for performance or payment as provided hereunder, the first day shall be excluded and the last day shall be included. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall extend to include the next day which is not a Saturday, Sunday, or legal holiday. Any performance or payment which must be taken or made under this Agreement must be taken or made prior to 5:00 p.m. of the last day of the applicable period provided hereunder for such action, unless another time is expressly specified. All references to time shall be Orlando, Florida time.
- 13.16 Execution and Delivery. Seller and Buyer acknowledge that each of them and their counsel have had the opportunity to review this Agreement, and that this Agreement will not be construed against Buyer merely because Buyer's counsel has prepared it. This Agreement will be effective only upon execution and delivery by both parties.
- 13.17 Confidentiality. Buyer and Seller agree to keep the terms of this Agreement including without limitation the Purchase Price, identity of Buyer, and Buyer's Project, confidential prior to Closing, except for disclosures made to their respective legal counsel, accountants, tax authorities, lenders and mortgagees, and to Buyer's prospective partners, purchasers, tenants, successors or assigns; but Buyer and Seller shall instruct said accountants, legal counsel, lenders, mortgagees, partners, purchasers, tenants, successors or assigns to keep the terms of this Agreement confidential. Buyer and Seller agree that disclosure may be made to governmental entities and such other persons and entities as may be necessary to fulfil the agreements made herein. Buyer and Seller understand and agree that Buyer and Seller are unable to enforce any confidential terms on governmental entities.
- 13.18 Blocked Persons. Neither Seller nor Buyer, nor, to the actual knowledge of Seller and Buyer, any of their affiliates, is in violation of any laws relating to terrorism or money laundering ("**Anti-Terrorism Laws**"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public

Law 107-56. Neither party hereto nor, to the knowledge of the parties, any of their affiliates, or their respective brokers or other agents acting or benefiting in any capacity in connection with the transaction contemplated hereby, is any of the following: (a) a person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (b) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity with which either party is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (d) a person or entity that commits, threatens or conspires to commit or supports “**terrorism**” as defined in the Executive Order; or (e) a person or entity that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website ([www.treas.gov/ofac](http://www.treas.gov/ofac)); or any replacement website or other replacement official publication of such list. Neither party, nor to the knowledge of either party, any of its brokers or other agents acting in any capacity in connection with the transaction contemplated hereby (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person described in this Section 13.18, (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. This Agreement may be terminated by either party if the other party is determined to be a blocked person within the meaning of the Executive Order. Upon such termination, the Earnest Money (including all Extension Deposits, if any) will be returned to Buyer and neither party will have any further obligations under this Agreement.

- 13.19 Counterpart/Facsimile. The parties may execute this Agreement in any number of counterparts, each of which, when executed shall have the force and effect of an original, but all such counterparts shall constitute one and the same agreement. For purposes of this Agreement, an electronic signature shall be deemed the same as an original.
- 13.20 Attorney’s Fees. In the event of a lawsuit or other proceeding arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs, including attorneys’ fees and costs incurred in litigating entitlement to attorneys’ fees and costs, as well as in determining or quantifying the amount of recoverable attorneys’ fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.
- 13.21 Waiver of Jury Trial. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.
- 13.22 Exchange. Either party shall have the option to arrange for a tax-deferred exchange of the Property, subject to the limitations set forth below, in which case the other party agrees to reasonably

cooperate with the exchanging party in the arrangement of such a tax-deferred exchange, at the exchanging party's sole cost; provided that (a) the transaction contemplated by this Agreement shall not be conditioned upon completion of such exchange; (b) the other party shall not be required to execute any agreements or to acquire or take title to any property in connection with the exchange; (c) any inconsistency between the provisions of any documents executed in connection with the proposed exchange and the provisions of this Agreement shall be governed by this Agreement; (d) the other party shall not incur or be required to assume any liability or cost by reason of the exchange and the exchanging party shall indemnify, defend and hold the other party harmless from and against any or all costs, obligations or liabilities or losses incurred by the other party solely relating to the exchange; (e) in no event shall the Closing pursuant to this Agreement be delayed by reason of the exchange; and (f) any and all representations, warranties, agreements and covenants made by the exchanging party pursuant to this Agreement shall continue to be the obligation of such party regardless of the use of any intermediary in connection with the proposed tax free exchange.

*[SIGNATURE PAGE TO FOLLOW]*

XIII.1 Notices. Any notice, demand or document which any party is required or any party desires to give or deliver to or make upon any other party shall, in the case of a notice or demand, be in writing, and may be personally delivered, delivered by Federal Express or other nationally recognized courier service guaranteeing overnight delivery, or given or made by United States registered or certified mail, return receipt requested, with postage prepaid, with postage prepaid, or by email or facsimile and confirmation of receipt, addressed as follows:

(a) if to Seller: Gold River Properties, LLC  
2150 Coral Way, Suite 4a  
Miami, FL 33145  
Attention: Oscar Rodriguez & Jake Shirek  
Email: [or@arenare.com](mailto:or@arenare.com) & [jshirek@arenare.com](mailto:jshirek@arenare.com)

Copy to : Meland Budwick, P.A.  
200 South Biscayne Blvd., Suite 3200  
Miami, FL 33131  
Attention : Bryan N. Vega, Esq.  
Email : [bvega@melandbudwick.com](mailto:bvega@melandbudwick.com)

(b) if to Buyer: FL TBD, LLC

Email: *Joshua.f.clark@gmail.com*

copy to:

*Clark Business Solutions  
729 Lincoln St.  
Rhinelander, WI 54501*

subject to the right of any party to designate a different address for itself by notice similarly given. Any such notice, demand or document so given, delivered or made as aforesaid, shall be deemed to be given, delivered or made (a) upon receipt of the same by the party or parties to whom the same is to be given, delivered or made, if delivered personally, (b) upon deposit with Federal Express or other nationally recognized courier service guaranteeing overnight delivery, (c) upon deposit in the United States mail, certified or registered mail, postage prepaid, or (d) upon delivery by e-mail (with confirmation of delivery).

XIII.2 Effective Date. The effective date of this Agreement will be the date upon which it is executed by the last signatory (the "Effective Date").

XIII.3 Broker Commissions. Buyer and Seller each represents that no salesperson, broker, or agent has been retained by it in connection with this transaction other than SRS Real Estate Partners ("Buyer's Broker"). Seller agrees to pay Buyer's Broker at Closing pursuant to a separate agreement. Except as provided above in this Section 13.3, Buyer and Seller each indemnifies the other from any real estate or other sales commissions arising out of any claim of any salesperson, broker or agent acting or claiming to have acted on behalf of the indemnifying party in connection with this transaction.

[SIGNATURE PAGE TO PURCHASE AGREEMENT]

IN WITNESS OF this Agreement, Seller and Buyer have duly executed it as of the Effective Date.

**SELLER:**

**GOLD RIVER PROPERTIES, LLC**  
a Delaware limited liability company

By:   
Print: Oscar Rodriguez, Jr.  
As its: Manager

Date signed by Seller: November 27, 2023

**BUYER:**

Seminole Dirt Holdings II, LLC, a Florida limited liability company

By:   
Print: Joshua F. Clark  
As Its: Member

Date signed by Buyer: 11/27, 2023

## EXHIBIT A

### Legal Description of Property

A tract of land situated in the NW 1/4 of Section 14, Township 15 South, Range 21 East, Marion County, Florida, being more particularly described as follows: Commencing at the SW corner of the NW 1/4 of Section 14, Township 15 South, Range 21 East, Marion County, Florida; thence South 89 deg. 28 min. 48 sec. East, 191.82 feet to the centerline of Interstate 75 Highway; thence South 00 deg. 31 min. 12 sec. West along said centerline. 16.94 feet to an intersection with the centerline of State Road No. 40; thence South 89 deg. 41 min. 48 sec. East along said center line of State Road No. 40, 600.00 feet; thence North 00 deg. 18 min. 12 sec. East 33.00 feet to the intersection of the North right-of-way line of State Road No. 40 with the East right-of-way of Interstate 75; thence South 89 deg. 41 min. 48 sec. East along the North right-of-way line of State Road No. 40. 22.00 feet; thence departing from said right-of-way line, North 00 deg. 31 min. 12 sec. East parallel to the centerline of Interstate 75, 220.71 feet for the point of Beginning; thence continue North 00 deg. 31 min. 12 sec. East, 86.01 feet; thence North 89 deg. 41 min. 48 sec. West parallel to the centerline of State Road No. 40, 346.71 feet to the Easterly right-of-way line of Interstate 75 (Limited Access Line); thence along and with said Easterly right-of-way line South 00 deg. 31 min. 12 sec. West, 150.00 feet; thence South 44 deg. 35 min. 18 sec. East, 106.27 feet; thence South 73 deg. 16 min. 09 sec. East 63.97 feet; thence departing said Easterly right-of-way line North 00 deg. 31 min. 12 sec. East 157.37 feet; thence South 89 deg. 41 min. 48 sec. East 210.00 feet to the Point of Beginning.

AND

A TRACT OF LAND SITUATE IN THE NW 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. COMMENCING AT THE SW CORNER OF THE NW 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.89°28'48"E. 191.82 FEET TO THE CENTERLINE OF INTERSTATE 75 HIGHWAY; THENCE S.00°31'12"W. ALONG SAID CENTERLINE 16.94 FEET TO AN INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 40; THENCE S.89°48"E. ALONG SAID CENTER LINE OF STATE ROAD NO. 40, 600.00 FEET; THENCE N.00°18'12"E. 33.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OFWAY LINE OF STATE ROAD NO. 40 WITH THE EAST RIGHT-OF-WAY OF INTERSTATE 75; THENCE S.89°41'48"E. ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 40, 22.00 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE, N.00°31'12"E. PARALLEL TO THE CENTERLINE OF INTERSTATE 75, 20.71 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N.00°31'12"E. 200.00 FEET; THENCE N.89°41'48"W.PARALLEL TO THE CENTERLINE OF STATE ROAD NO. 40, 210.00 FEET; THENCE S.00°31'12"W. 157.37 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75; THENCE ALONG AND WITH SAID EASTERLY RIGHT-OF-WAY LINE S.73°16'09"E. 150.75 FEET; THENCE S.89°41'48"E. 65.24 FEET TO THE POINT OF BEGINNING.



# ATTACHMENT 3

## COLOR PHOTOS OF EXISTING CONDITIONS





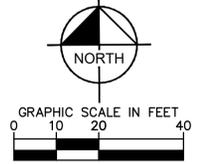
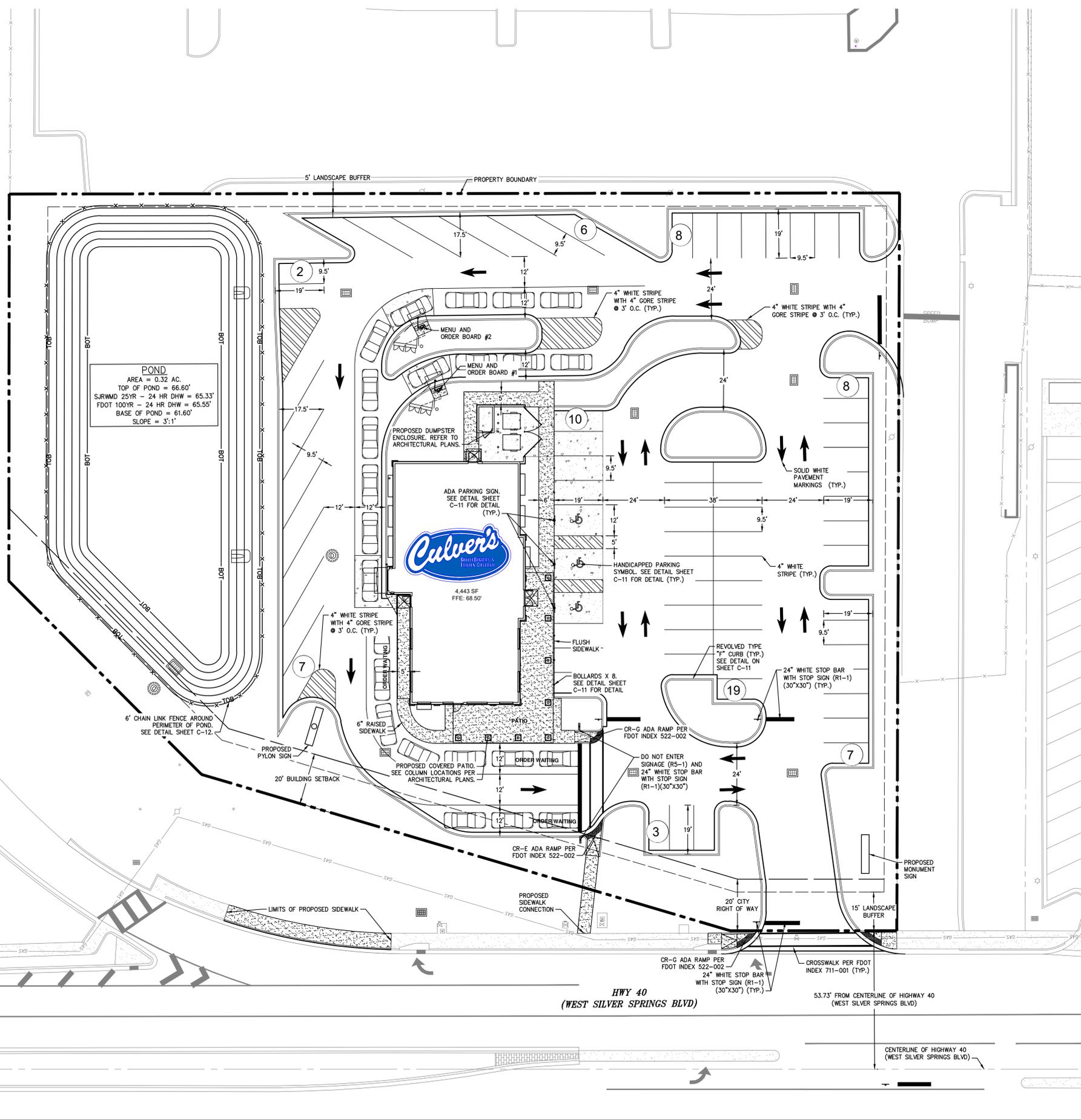




# ATTACHMENT 4

## BUILDING AND SITE PLANS

Plotted By: Bell, Alex - Sheet Set: CULVERS OF OCALA - Layout: C-08 OVERALL SITE PLAN - May 14, 2024 - 09:30:33am - K:\Bx-chn\045523 - culvers\ocala\c08\plansheets\C-08 OVERALL SITE PLAN.dwg  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



**LEGEND:**

	PROPERTY BOUNDARY
	BUILDING SETBACK
	LANDSCAPE BUFFER
	STANDARD DUTY ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	CONCRETE SIDEWALK
	HEAVY DUTY ASPHALT PAVEMENT

**SITE DATA:**

PARCEL NUMBER:	22827-00-01
CURRENT ZONING:	B2 - COMMUNITY BUSINESS COMMERCIAL
FUTURE LAND USE:	COMMERCIAL
PROJECT AREA:	1.96 ACRES / 85,421 SF
BUILDING AREA:	4,443 SF
FAR PROPOSED:	5.20% (4,443/85,421)
POND AREA:	0.32 ACRES/ 14,058 SF
LANDSCAPE AREA:	34,653 SF
INTERIOR LANDSCAPED AREA:	11.8% (10,082/85,421)
PAVEMENT AREA:	48,325 SF
ISR PROPOSED:	59.4% (50,768/85,421)
BUILDING SETBACK:	
FRONT:	20 FT
RIGHT OF WAY:	20 FT
LANDSCAPE BUFFER:	
NORTH:	5 FT
SOUTH:	15 FT
WEST:	15 FT
EAST:	5 FT
REQUIRED PARKING:	
FAST FOOD WITH DRIVE THRU:	ONE PARKING SPACE FOR EVERY TWO EMPLOYEES, PLUS ONE PARKING SPACE FOR EACH TWO SEATS.
PARKING REQUIRED:	66 SPACES
PARKING PROVIDED:	70 SPACES
STANDARD PARKING:	67 SPACES
ADA PARKING:	3 SPACES
TOTAL PARKING:	70 SPACES

- \*10 ORDER WAITING SPACES EXCLUDED FROM PARKING TOTAL NOTES**
- CONTRACTOR TO USE EXTREME CAUTION IN RELATION TO OVERHEAD ELECTRIC. IF MINIMUM VERTICAL CLEARANCE OF 18' CANNOT BE MAINTAINED, THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND OCALA ELECTRIC UTILITY OF FINDINGS.
  - ALL ELEMENTS THAT ARE PLACES OF PUBLIC ACCOMMODATIONS AND COMMERCIAL FACILITIES ON THE SITE (INCLUDING ACCESSIBLE ROUTES AND PARKING) SHALL MEET THE REQUIREMENTS OF "FLORIDA AMERICANS WITH DISABILITIES IMPLEMENTED ACT", THE CURRENT ADA STANDARDS WITH ACCESSIBLE DESIGN, FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, AND THE FAIR HOUSING ACT WHEN APPLICABLE.

**PROJECT DATUM: NAVD 88**

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

THE SITE CONSTRUCTION STAKEOUT SHALL BE PERFORMED UNDER THE DIRECTION OF A FLORIDA REGISTERED SURVEYOR. AUTOCAD FILES WILL BE FURNISHED TO AID IN THE SITE CONSTRUCTION STAKEOUT. ANY DISCREPANCIES FOUND BETWEEN AUTOCAD FILES AND SITE CONSTRUCTION PLANS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR CLARIFICATION PRIOR TO THAT STAKEOUT.

Always call 811 two full business days before you dig to have underground utilities located and marked.



NO.	REVISIONS	DATE	BY

**Kimley >>> Horn**

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.  
 12740 GRAN BAY PARKWAY WEST, SUITE 2350  
 JACKSONVILLE, FLORIDA 32258  
 PHONE: 904-828-3900  
 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

FOR ENGINEER OF RECORD SIGNATURE AND SEAL REFER TO SIGNATURE SHEET

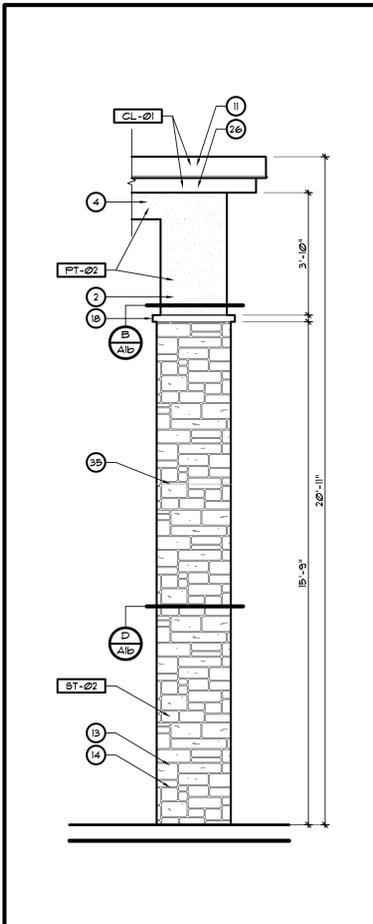
KHA PROJECT	045523047
DATE	MAY 2024
SCALE	AS SHOWN
DESIGNED BY	JWC
DRAWN BY	ARB
CHECKED BY	JWC

**OVERALL SITE PLAN**

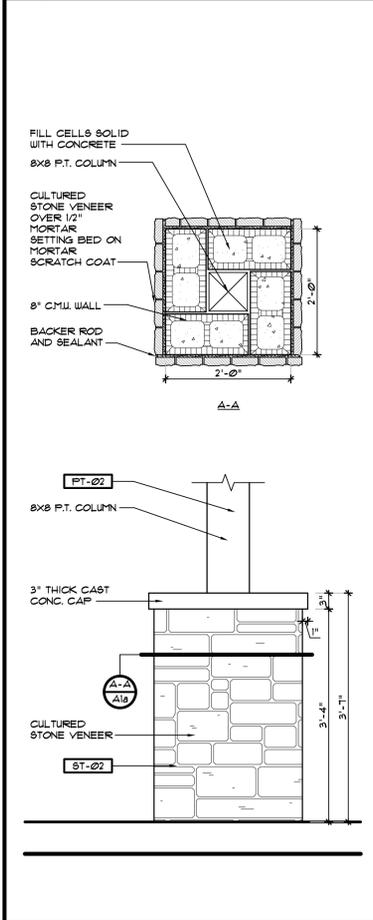
**CULVER'S OF OCALA**  
 PREPARED FOR  
**SEMINOLE DIRT HOLDINGS II, LLC**

CITY OF OCALA  
 FLORIDA

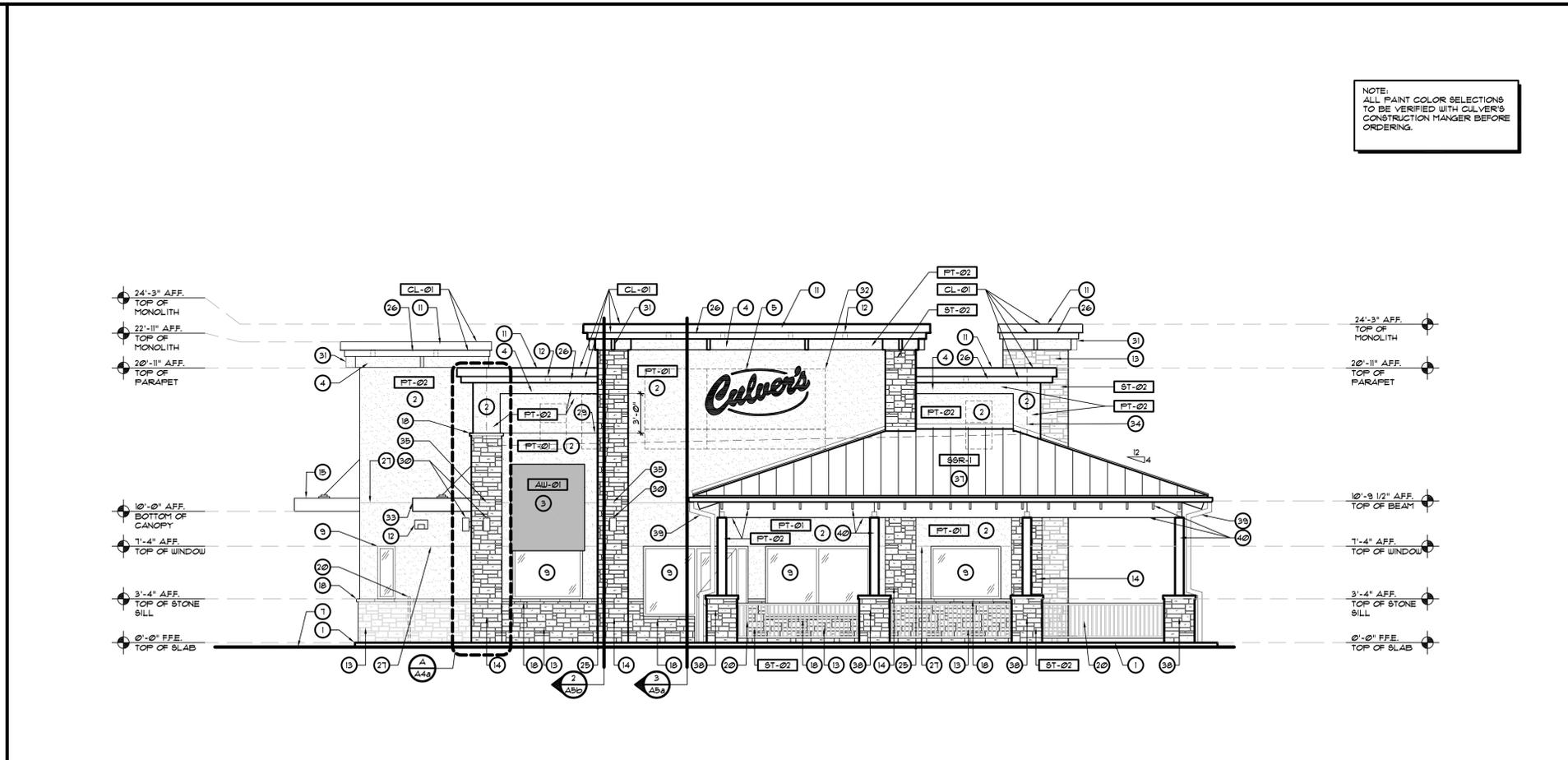
SHEET NUMBER  
**C-07**



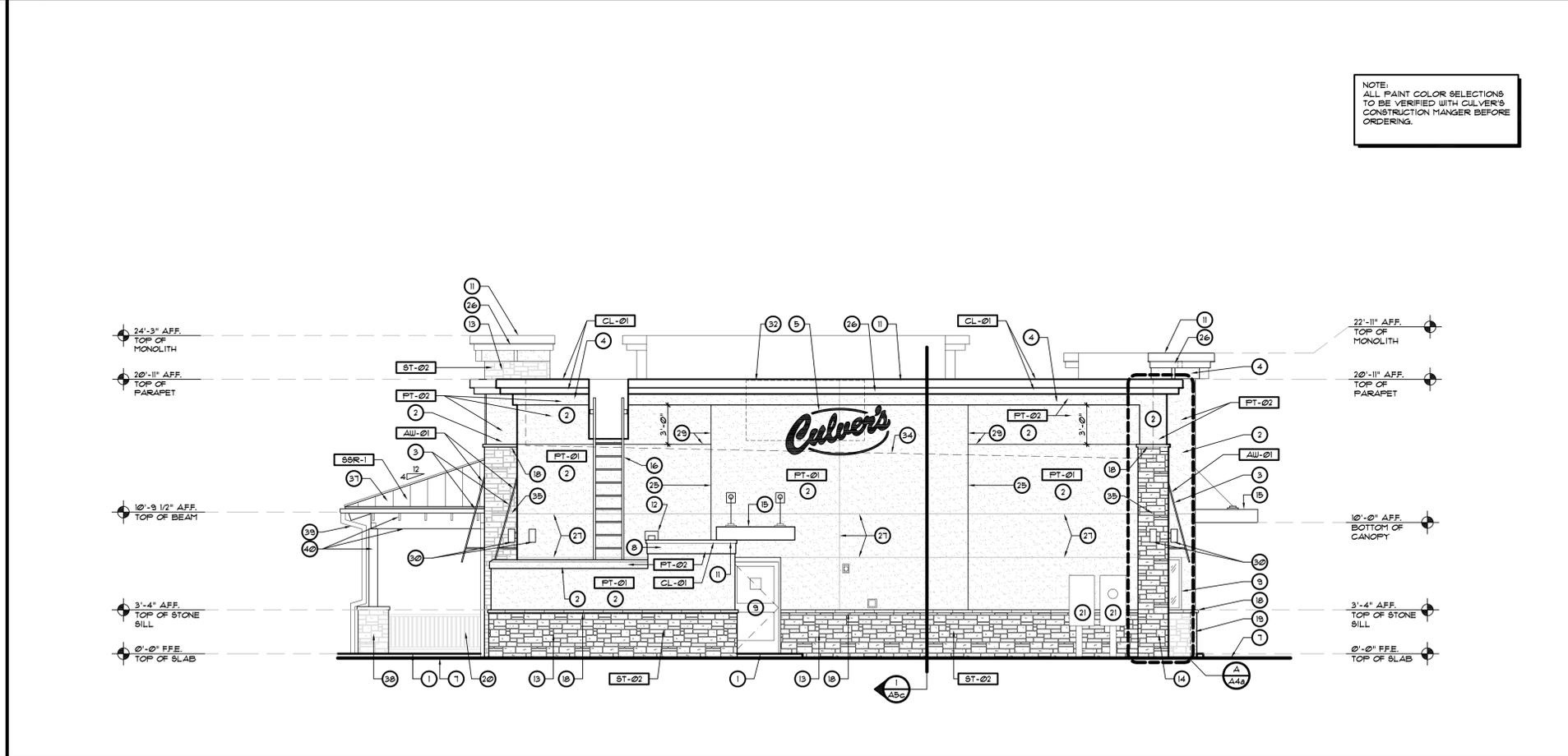
**A** DETAIL  
SCALE: 3/8" = 1'-0"



**B** DETAIL  
SCALE: 3/4" = 1'-0"



**1** SOUTH EXTERIOR ELEVATION  
SCALE: 3/16" = 1'-0"



**2** NORTH EXTERIOR ELEVATION  
SCALE: 3/16" = 1'-0"

NOTE:  
ALL PAINT COLOR SELECTIONS  
TO BE VERIFIED WITH CULVER'S  
CONSTRUCTION MANGER BEFORE  
ORDERING.

NOTE:  
ALL PAINT COLOR SELECTIONS  
TO BE VERIFIED WITH CULVER'S  
CONSTRUCTION MANGER BEFORE  
ORDERING.

**KEYED NOTES**

- 1 CONCRETE SIDEWALK / CURB - SEE SITE PLAN
- 2 EXTERIOR MEDIUM SAND FLOAT STUCCO FINISH - SEE WALL SECTIONS
- 3 CANVAS AWNING SYSTEM FURNISHED AND INSTALLED BY OWNER - SEE WALL SECTIONS AND EXTERIOR FINISH SCHEDULE.
- 4 STUCCO BANDING - SEE WALL SECTIONS
- 5 SIGNAGE BY SIGN VENDOR - SEAL ALL WALL PENETRATIONS AT STONE VENEER - PAINT DARKER SHADE BEHIND SIGN
- 6 OVERFLOW SCUPPER
- 7 APPROXIMATE GRADE / PAVEMENT
- 8 EIFS BANDING - SEE SECTION
- 9 STOREFRONT DOOR/WINDOW SYSTEM - SEE FLOOR PLAN FOR MORE INFORMATION
- 10 DRIVE-THRU WINDOW SYSTEM - SEE FLOOR PLAN FOR MORE INFORMATION
- 11 CONT. METAL EDGE FLASHING - BY EXCEPTIONAL METALS - SEE EXTERIOR FINISH SCHEDULE AND WALL SECTIONS
- 12 LIGHT FIXTURE - SEE ELECTRICAL DRAWINGS
- 13 CULTURED STONE VENEER FINISH - SEE EXTERIOR FINISH SCHEDULE AND WALL SECTIONS.
- 14 CMU-FRAMED BUMF-OUT - SEE WALL SECTIONS
- 15 PRE-FABRICATED CANOPY SYSTEM BY GC - SEE WALL SECTIONS - MATCH COLOR TO STOREFRONT
- 16 EXTERIOR ACCESS ROOF LADDER - CLEAR FINISH
- 17 LOCK BOX MOUNTED AT 4'-6" AFF. - SEE NOTES ON SHEET T2
- 18 CULTURED STONE TRIM / SILL
- 19 PIPE BOLLARD - SEE DETAIL 13/A52.
- 20 GUARDRAIL / HANDRAIL SYSTEM - SEE DETAIL 5/A52.
- 21 ELECTRICAL METER SERVICE - SEE ELECTRICAL DRAWINGS
- 22 GAS METER / SERVICE - SEE PLUMBING DRAWINGS
- 23 8"X8" 1R" MALTESE CROSS SIGN IN ACCORDANCE WITH SECTION 63322 RS. SIGN SHALL BE AFFIXED 24" FROM RIGHT SIDE OF ENTRANCE AND SHALL BE MOUNTED 4-6 FEET FROM GROUND.
- 24 NOT USED
- 25 CMU CONTROL JOINT
- 26 CONT. BREAK METAL FASCIA FLASHING - SEE EXTERIOR FINISH SCHEDULE AND WALL SECTIONS.
- 27 STUCCO CONTROL JOINT
- 28 NOT USED
- 29 1" STUCCO REVEAL BY FRY REGLET FCS-15-100 - COLOR BUFFED SATIN STAINLESS STEEL OR EQUAL
- 30 EXTERIOR WALL SCONCE LIGHT FIXTURE DARK BRONZE - SEE ELECTRICAL DRAWINGS
- 31 3" THICK EIFS CORBEL - SEE WALL SECTIONS
- 32 OUTLINE OF MECHANICAL EQUIPMENT
- 33 PRE-FABRICATED CANOPY SYSTEM BY GC - SEE WALL SECTIONS - MATCH COLOR TO HARBOR BLUE
- 34 APPROXIMATE LINE OF ROOF SURFACE BEYOND
- 35 ALUMINUM FLASHING - SEE WALL SECTIONS AND DETAIL E/A5c
- 36 1 x 6 HARDI BOARD SLATE GATE - SEE DETAIL 2/A53
- 37 STANDING SEAM METAL ROOF SYSTEM - SEE WALL SECTIONS AND ROOF PLAN
- 38 COLUMN BASE WITH CULTURED STONE VENEER FINISH - SEE EXTERIOR FINISH SCHEDULE AND STRUCTURAL DRAWINGS AND SEE DETAIL B/A4a
- 39 ALUMINUM GUTTER AND DOWNSPOUT - CONNECT TO STORM SYSTEM - SEE CIVIL DRAWINGS
- 40 WOOD CANOPY STRUCTURE - PAINTED TIKI HUT - SEE WALL SECTIONS AND STRUCTURAL DRAWINGS
- 41 BB4FC CANOPY SIGNAGE BY SIGN VENDOR

**EXTERIOR FINISH SCHEDULE**

- AU-01** AWNING - BARABOO TENT 4 AWNING - STYLE: SOLID AWNING - COLOR: SUNBRELLA ROYAL BLUE 4611 - OWNER FURNISHED AND INSTALLED
- CL-01** PARAPET METAL EDGE FLASHING - EXCEPTIONAL METALS - COLOR: HARBOR BLUE. CONTINUOUS BREAK METAL FASCIA FLASHING - COLOR: MATCH HARBOR BLUE.
- PT-01** STUCCO - PAREX - STYLE: MEDIUM SAND FINISH - LOCATION: MAIN FIELD - COLOR: SHERWIN WILLIAMS #SW7098 TONY TAUPE.
- PT-02** STUCCO - PAREX - STYLE: MEDIUM SAND FINISH - LOCATION: DRIVE-THRU AND BANDING - COLOR: SHERWIN WILLIAMS #SW7098 TIKI HUT.
- ST-02** CULTURED STONE: ENVIRONMENTAL STONEWORKS - STYLE: TUSCAN LEDGE - COLOR: ASPEN / NICKEL CREEK WITH SILL AND ACCESSORIES; MORTAR JOINTS-NO DRYSTACK
- S5R-1** STANDING SEAM METAL ROOFING - EXCEPTIONAL METALS - COLOR: HARBOR BLUE.

**GENERAL NOTES**

1. ALL NEW PAINT WORK MUST INCLUDE A 2 YEAR FULL WARRANTY AND A YEAR PRO-RATED LABOR AND MATERIALS WARRANTY
2. ALL AWNING SIZES TO BE FIELD VERIFIED BEFORE FABRICATION
3. ALL PAINT COLOR SELECTIONS TO BE VERIFIED WITH CULVER'S CONSTRUCTION MANAGER BEFORE ORDERING.
4. TOP OF PARAPET TO BE CLAD WITH EXCEPTIONAL METALS. FINAL SELECTION TO BE VERIFIED WITH CULVER'S CONSTRUCTION MANAGER.
5. DO NOT DRYSTACK CULTURED STONE.
6. ALL PREFABRICATED CANOPY SYSTEMS TO BE FIELD VERIFIED BEFORE FABRICATION.
7. ALL WALL MOUNTED EQUIPMENT SUCH AS ELECTRICAL METERS, IRRIGATION METERS, PHONE/CABLE BOXES, ETHERNAL VENTS AND LOUVERS, ETC. SHALL BE PAINTED TO MATCH THE WALL ON WHICH IT IS MOUNTED OR OTHERWISE CONSISTENT WITH THE COLOR(S) OF THE BUILDING (LDC, CHAPTER 14, SECTION 4 (g)).

REVISIONS	BY

**OLIVERI ARCHITECTS**

Member of the American Institute of Architects  
1004 Indiana Avenue • Palm Harbor, FL 34683  
Phone: 727.781.1752  
www.oliveriarchitects.com

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Joseph L. Oliveri, AIA, NCARB  
State of Florida  
License #A00014028

New Free Standing  
**Culver's**  
3637 W Silver Spring Blvd.  
Ocala, Florida 34475  
Marion County

Date: 05.03.24  
Scale: AS NOTED  
Project Mgr: SEH  
Drawn: DD  
Job: 23-205  
Sheet

**A4a**

**KEYED NOTES**

- 1 CONCRETE SIDEWALK / CURB - SEE SITE PLAN
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- 35 ALUMINUM FLASHING - SEE WALL SECTIONS AND DETAIL E/A3c
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- 37 STANDING SEAM METAL ROOF SYSTEM - SEE WALL SECTIONS AND ROOF PLAN
- 38 COLUMN BASE WITH CULTURED STONE VENEER FINISH - SEE EXTERIOR FINISH SCHEDULE AND STRUCTURAL DRAWINGS AND SEE DETAIL B/A4a
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- 41 BB4FC CANOPY SIGNAGE BY SIGN VENDOR

REVISIONS	BY

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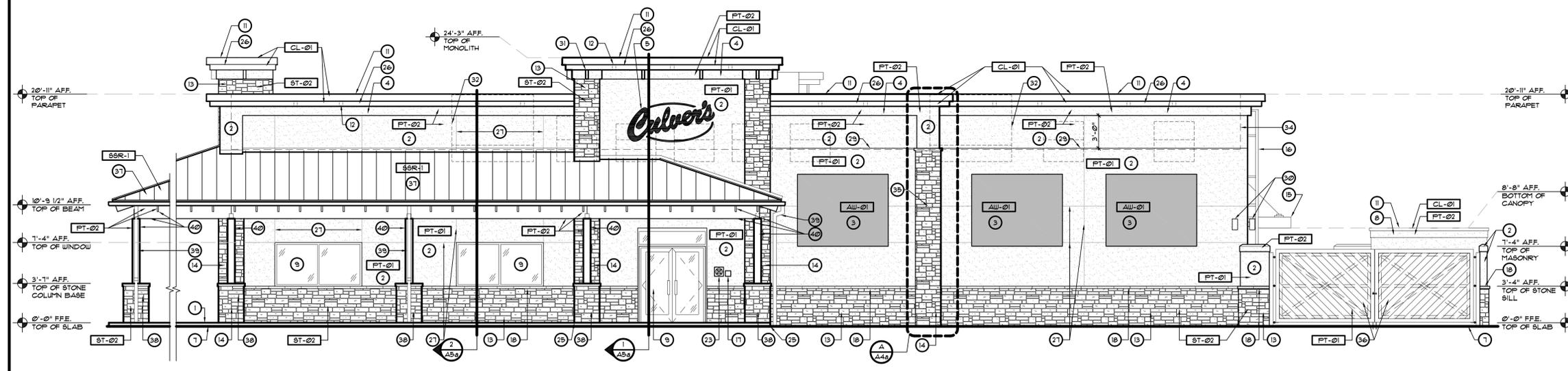
Joseph L. Oliveri, AIA, NCARB  
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New Free Standing  
  
 3637 W. Silver Spring Blvd.  
 Ocala, Florida 34475  
 Marion County

Date: 05.03.24  
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 Drawn: DD  
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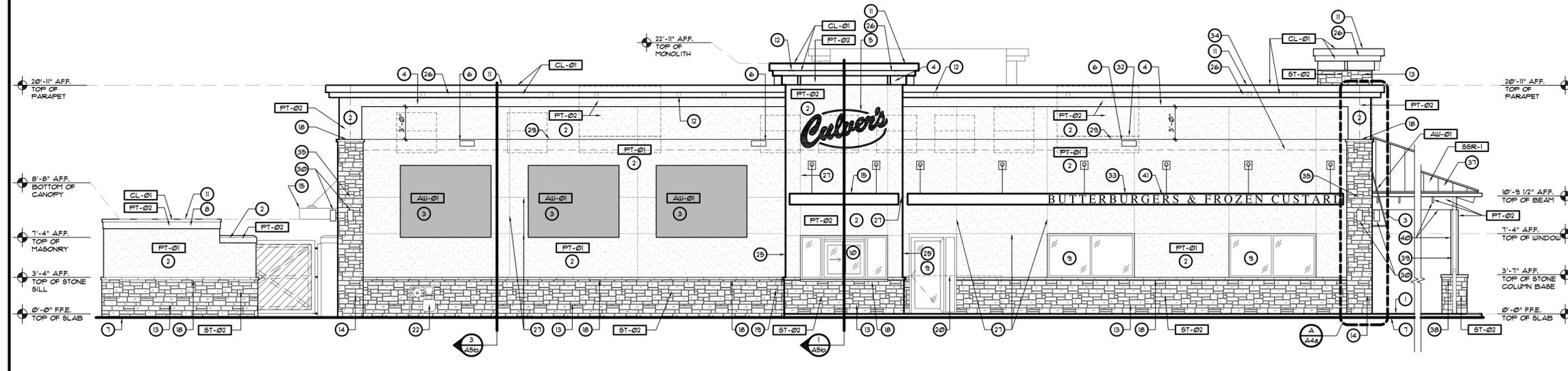
**A4b**

NOTE:  
 ALL PAINT COLOR SELECTIONS  
 TO BE VERIFIED WITH CULVER'S  
 CONSTRUCTION MANGER BEFORE  
 ORDERING.



**1 EAST EXTERIOR ELEVATION**  
 SCALE: 3/16" = 1'-0"

NOTE:  
 ALL PAINT COLOR SELECTIONS  
 TO BE VERIFIED WITH CULVER'S  
 CONSTRUCTION MANGER BEFORE  
 ORDERING.



**2 WEST EXTERIOR ELEVATION**  
 SCALE: 3/16" = 1'-0"

**EXTERIOR FINISH SCHEDULE**

- AW-01** AWNING - BARABOO TENT 4 AWNING - STYLE: SOLID AWNING - COLOR: SUNBRELLA ROYAL BLUE 4611 - OWNER FURNISHED AND INSTALLED
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- PT-01** STUCCO - PAREX - STYLE: MEDIUM SAND FINISH - LOCATION: MAIN FIELD - COLOR: SHERWIN WILLIAMS #W0298 TONY TAUPE.
- PT-02** STUCCO - PAREX - STYLE: MEDIUM SAND FINISH - LOCATION: DRIVE-THRU AND BANDING - COLOR: SHERWIN WILLIAMS #W0298 TIKI HUT.
- ST-02** CULTURED STONE: ENVIRONMENTAL STONEWORKS - STYLE: TUSCAN LEDGE - COLOR: ASPEN / NICKEL CREEK WITH SILL AND ACCESSORIES; MORTAR JOINTS-NO DRYSTACK
- 39R-1** STANDING SEAM METAL ROOFING - EXCEPTIONAL METALS - COLOR: HARBOR BLUE.

**GENERAL NOTES**

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# ATTACHMENT 5

## PROJECT SCHEDULE



# Project Schedule

	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025
Grant Submittal Deadline													
Permit Approval													
Site Construction													
Construction Completion													



# **ATTACHMENT 6**

## **PROJECT BUDGET**



**Project Budget Proposal**

**To: Seminole Dirt Holdings II, LLC**  
 729 Lincoln Street  
 Rhinelander, WI 54501

**Date: 5/24/2024**

**Attn:** Mr. Josh Clark

**From: Campbell Construction JD Inc.**  
 461 River Crest Ct.  
 Mukwonago, WI. 53149

**Project: New 4,443 sqft Culvers Restaurant including all site improvements**  
 City of Ocala, FL  
 Section 14, Township 15 S, Range 21 E

1	Plan Review, Building Permit, and Occupancy Permit (Excluded)	\$	-
2	State and City Plan review fee (Excluded)	\$	-
3	Health Department permit (Excluded)	\$	-
4	Architectural, Civil, and Structural Design. (Excluded)	\$	-
5	All utility infrastructure costs (Excluded)	\$	-
6	All Assessment Fees (Excluded)	\$	-
7	Safety	\$	-
8	On site supervision.	\$	39,040.00
9	Foreman mileage	\$	7,344.00
10	Foreman Lodging and meals.	\$	11,108.00
11	Foreman Air travel	\$	4,200.00
12	Project manager travel and lodging.	\$	2,805.00
13	Plan reproduction	\$	500.00
14	Building, concrete and site soils compaction testing	\$	10,500.00
15	Site surveying and layout.	\$	23,875.00
16	Communications.	\$	700.00
17	Temp. Electrical.	\$	1,800.00
18	All utility infrastructure costs Excluded.	\$	-
19	Temp. Sanitations	\$	725.00
20	Temp. Water	\$	800.00
21	Barriers and Enclosures (Security, site fence and traffic controls)	\$	-
22	Temp Phone.	\$	-
23	Temp Storage / Temp Fencing.	\$	-
24	Construction Cleaning	\$	1,058.00
25	Dumpsters	\$	6,040.00
26	Project "Future home of sign"	\$	250.00
27	Field office	\$	4,600.00
28	Misc. small equipment allowance	\$	740.00
29	Final Janitorial Cleaning	\$	-
30	Trucking, Freight, and Mobilization.	\$	6,048.00
31	Skid steer use on site.	\$	5,580.00
32	All Terrain fork lift and snorkel lift use on site.	\$	14,420.00

By Franchisee

33	Excavation & Site Utilities		\$	588,490.00
34	Landscaping & Irrigation		\$	94,160.00
35	Irrigation Well		\$	15,985.00
37	Asphalt Paving, signs, and striping	in line 33	\$	-
38	Site and Building Concrete Complete		\$	215,127.00
<b>Note: Colored concrete and picture framing finish not included</b>				
39	Concrete Curb and Gutter	in line 33	\$	-
40	Block Masonry	in line 38	\$	-
41	Cultured Stone		\$	46,850.00
42	Steel fabrication and stainless wall panels		\$	41,668.00
43	Rough Carpentry materials.		\$	161,991.00
44	Rough Carpentry Labor.		\$	106,780.00
45	Finish Carpentry labor and materials.		\$	70,499.00
46	Rigid Insulation beneath cooler	in line 38	\$	-
47	Newtechwood Siding	Excluded	\$	-
49	Roofing, flashing, and sheet metal, brushed aluminum canopy and soffit		\$	102,467.00
50	Joint sealants		\$	1,575.00
51	EFIS/Stucco		\$	51,870.00
52	Doors, frames, and Hardware		\$	4,640.00
53	Aluminum store front doors and windows including drive thru window.		\$	64,310.00
54	Steel studs.	in line 55	\$	-
55	Drywall and Cement board		\$	73,360.00
56	Floor / wall tile.		\$	56,450.00
57	Carpet	in line 56		
58	RES TEC Flooring		\$	36,777.00
59	Ceiling tile and grid.		\$	35,625.00
60	Interior and Exterior Painting and staining		\$	21,376.00
61	FRP (Smooth)		\$	13,950.00
62	Awning / Canopies / Shutters Excluded		\$	8,860.00
63	Fire Extinguishers		\$	1,295.00
64	Toilet Accessories and toilet partitions		\$	3,890.00
65	Knox Box		\$	785.00
66	Bollard Sleeves		\$	1,080.00
67	Flag pole <b>EXCLUDED</b>		\$	-
68	Exclusions		\$	-
a.	Signage		\$	-
b.	Lockers		\$	-
c.	Power Washer (sleeves included)		\$	-
d.	TV's		\$	-
e.	Pedimat's		\$	-
f.	Bike Rack (Allowance of \$700)	in line 42	\$	-
h.	Water Softener (in line 70B)		\$	-
i.	Washer / dryer unit.		\$	-
j.	Central Vac System		\$	-
k.	Window Blinds, Recessed Floor mats, and LED		\$	-
l.	Kitchen Equipment		\$	-
m.	Booth and Seating Package		\$	-
n.	Furnishings		\$	-
o.	Picture hanging.		\$	-
69	Fire Sprinklers (Unsprinklered)		\$	-
70	Interior Plumbing Allowance		\$	108,253.00
71	Site sewer and Water	In Line 35	\$	-
72	HVAC		\$	106,917.00
A	Captive Air RTU's		\$	94,762.00
B	Accurex Exhaust		\$	30,856.00
C	Diffusers & Grilles		\$	4,560.00

73	Site and Building Electrical	\$	152,931.00
	<b>A Crescent Electric</b>	\$	136,522.00
74	Fire Alarm	\$	12,150.00
75	Payment & Performance Bond (Excluded)	\$	-
76	Material Tax	\$	31,224.00
77	Worker comp. / gen liability Insurance	\$	39,485.00
78	Builders Risk Insurance	\$	4,500.00
79	Equipment Allowance	\$	3,142.00
80	Overhead	\$	39,484.00
81	Mark Up.	\$	151,359.00
<b>TOTAL PROPOSED BUDGET AMOUNT</b>			<b>\$ 2,878,138.00</b>

The following is a list of clarifications and or exclusions which we have considered in the preparation of this contract amount.

- 1 All work is performed during normal 1st shift hours.
- 2 We have not included any engineering or architecture fees.
- 3 We have not included relocation of any unforeseen mechanical, electrical plumbing.
- 4 We have not included removal or remediation of any contaminated or hazardous material.
- 5 We have not included any costs for non load bearing soils or dewatering
- 6 We have not included ANY permit fees.
- 7 We have not included any assessment or tapping fees.
- 8 We have not included any cost for getting utility's to the site.
- 9 We have not included any cost for Plan Review, Building Permit, and Occupancy permit.
- 10 Final electrical cost to be determined after transformer location can be determined.
- 11 All sign foundations by others.
- 12 Includes connections for exterior grease containment system.
- 13 We do not include the correction to any existing code violations.
- 14 We did not include any dewatering.
- 15 We did not include any facilities for vehicle charges

#### Escalation Clause

The contract price for this commercial construction project has been calculated based on current prices for the component building materials. However, the market for the building materials that is considered to be volatile, and sudden price increases could occur. Campbell Construction agrees to use their best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of these materials after execution of contract, the Owner agrees to pay that increase to Campbell Construction. Any claim by Campbell Construction for an increased payment must be provided to the Owner in writing stating the increase. Invoices, Purchase orders, or bill of sales will be provide by Campbell Construction.

Please contact me on a time when we can meet to discuss any questions you may have.

**Sincerely,**  
**Campbell Construction**  
**"The Future is Building"**

*Jay Campbell*  
Jay Campbell  
**President**  
[Jay@campbellconstructionbbg.com](mailto:Jay@campbellconstructionbbg.com)

**Greg Hazenfield**  
Greg Hazenfield  
**Vice-President**  
[greg@campbellconstructionbbg.com](mailto:greg@campbellconstructionbbg.com)

461 Rivercrest Ct.  
Mukwonago, WI. 53149  
Ph. 262-436-4760



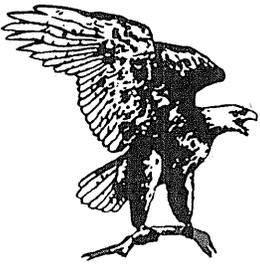
**ATTACHMENT 7**  
**PROOF OF INSURANCE**

**NOT APPLICABLE AT THIS TIME**



# ATTACHMENT 8

## PROOF OF FUNDING



**BWD**  
**Bank of Wisconsin Dells**

**Main Office**  
716 Superior St. P.O. Box 490  
Wisconsin Dells, Wisconsin 53965  
(608) 253-1111 Fax (608) 254-4295  
dellsbank.bank

May 29, 2024

Clark Ownership Group  
PO Box 591 Rhinelander, WI 54501-0591

RE: Culver's – Ocala, FL

To whom it may concern:

Joshua Clark, and his related business entities have adequate deposit balances and access to lines of credit with Bank of Wisconsin Dells to fund the build-out of Ocala, FL Culver's restaurant as proposed.

If you need additional information or have any questions please contact myself at [sbrennan@dellsbank.bank](mailto:sbrennan@dellsbank.bank) or (608) 253-1111.

Regards,

Sean Brennan  
VP/ Commercial Loan Officer  
Bank of Wisconsin Dells



Lake Delton Branch  
31 Judson St. P.O. Box 448  
Lake Delton, Wisconsin 53940  
(608) 254-8391 Fax (608) 254-4790

Community Bank of Portage  
2930 New Pinery Rd. P.O. Box 292  
Portage, Wisconsin 53901  
(608) 745- 4300 Fax (608) 745-4307





# ATTACHMENT 9

# MARKET STUDY



SUBJECT PROPERTY

Red Roof Inn

Waffle House

Denny's

Wendy's

McDonald's

RaceTrac

Taco Bell

Zaxby's

I-75 ADT: 88,500

W Silver Springs Blvd ADT: 32,500

Burger King

Shell

Super 8

Chevron

Dunkin' Donuts

Popeyes

Exxon

Wawa

Subway  
Days Inn

Gander Mountain  
WE LIVE OUTDOORS

Northern Tool + Equipment

INTERSTATE 75

3637 W SILVER SPRINGS BLVD.  
OCALA, FLORIDA

I-75 ENTRANCE CORNER PARCEL | 1.96 ACRES  
FOR GROUND LEASE OR BUILD TO SUITE

GEORGE SARKISIAN  
GEORGES@ARENAREI.COM  
(561) 322-8713

I-75 Entrance Corner Parcel  
3637 W Silver Springs Blvd.,  
Ocala, FL 34475



GEORGE SARKISIAN  
GEORGES@ARENAREI.COM  
(561) 322-8713

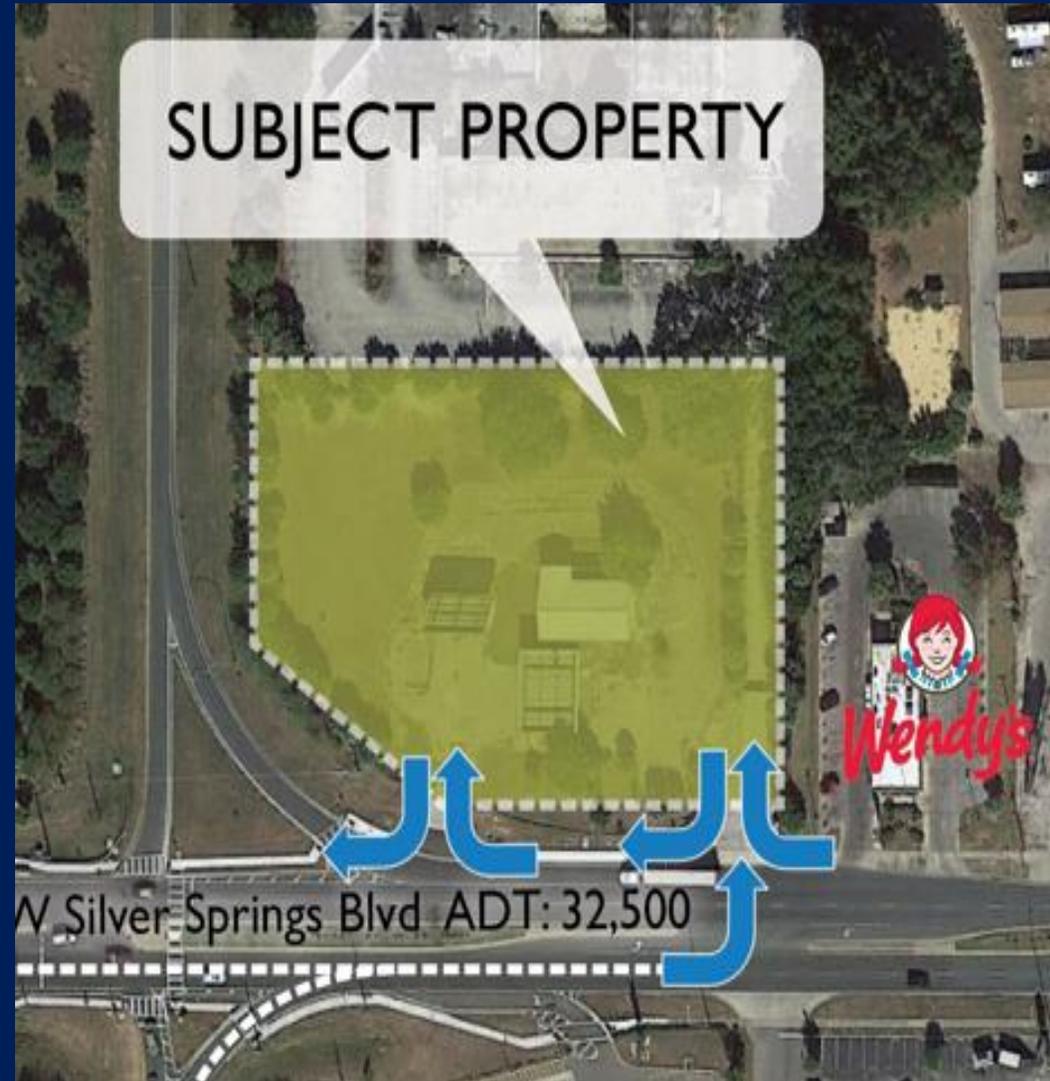
For Ground Lease  
Or Built to Suite

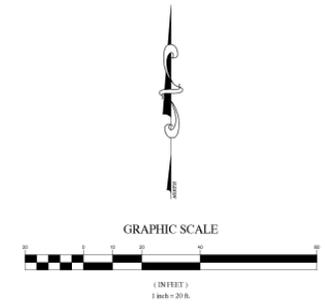
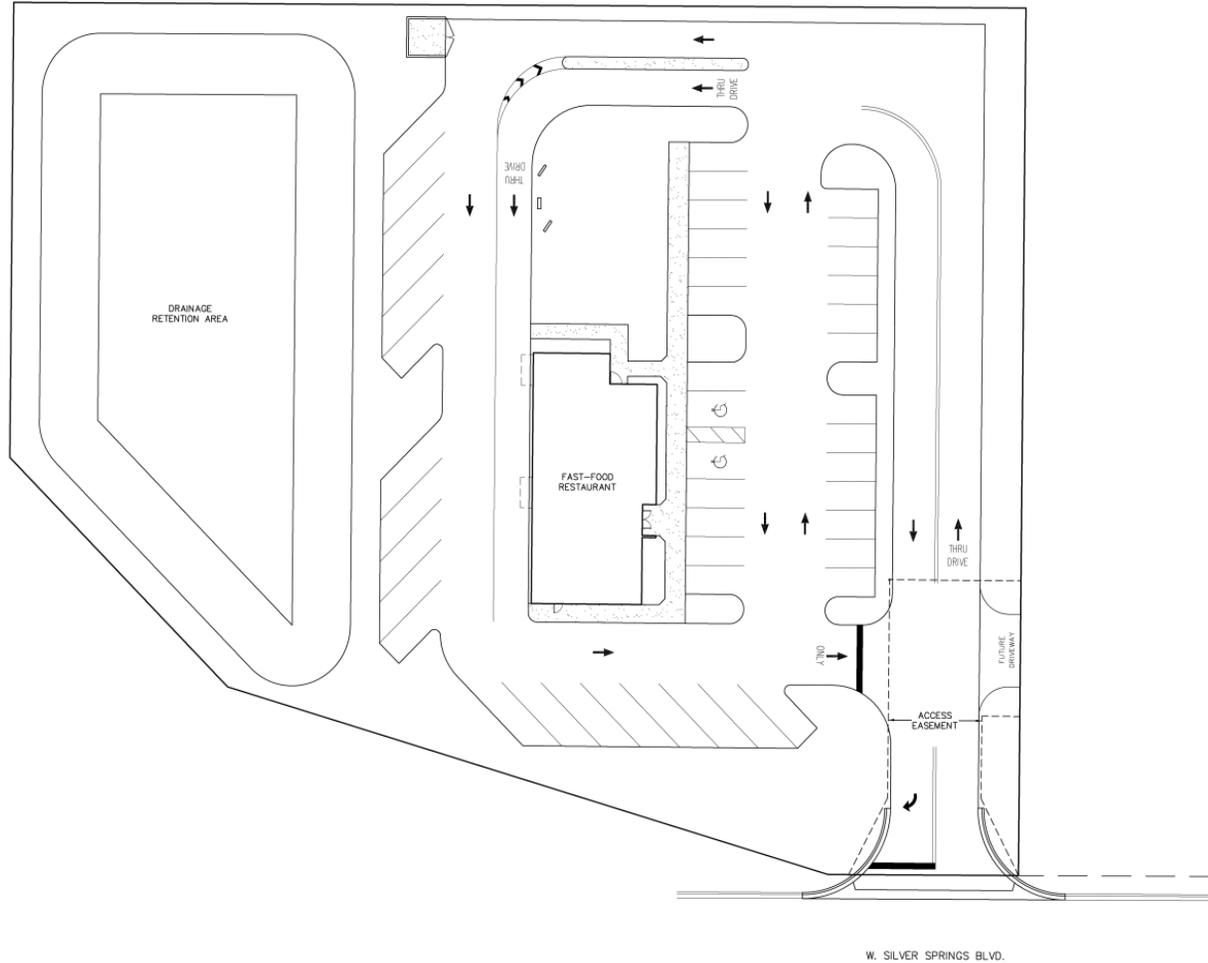
Subject space:

1.96 Acres – Ground Lease or BTS

- Corner parcel directly adjacent to I-75 entrance ramp.
- Over 400' of frontage on I-75 and SR-40 boasting clear visibility for the 121K vehicles passing daily.
- Rich retail corridor with multiple national tenants that include: McDonald's, Wendy's, Zaxby's, Dunkin Donuts, Burger King, Wawa, Shell, Chevron, etc.
- Three hotels within walking distance of site supporting the strong traffic in area.
- The site has multiple points of access including a left and right-in turn directly into the site.

Demographics	1 Mile	3 Mile	5 Mile
Population	2,738	28,766	72,086
Projected Population	2,718	28,544	71,499
Average HH Income	\$62,707	\$66,839	\$86,776
Median HH Income	\$47,375	\$47,469	\$57,765
Daytime Population	5,989	46,778	95,722





NO.	DATE	REVISION

Robert L. Rogers, P.E.  
 P. No. 11007  
 rrogers@rogerseng.com  
 Rodney K. Rogers, PSM  
 rkrogers@rogerseng.com

**ROGERS ENGINEERING, LLC**  
 Civil Engineering & Land Surveying  
 1105 S.E. 3rd Avenue • Ocala, Florida 34471 • Ph. (352) 622-9314 • Lic. Bus. #4074

A CONCEPTUAL SITE PLAN  
 FOR  
 SHIRLEY N. ANDREWS, TRUSTEE

JOB No. 20-22827-000-01
DATE 11-16-2020
SCALE 1" = 20'
SHEET 1 OF 1

3637 W SILVER SPRINGS BLVD.  
 Ocala, Florida

I-75 ENTRANCE CORNER PARCEL | 1.96 ACRES  
 FOR GROUND LEASE OR BUILD TO SUITE

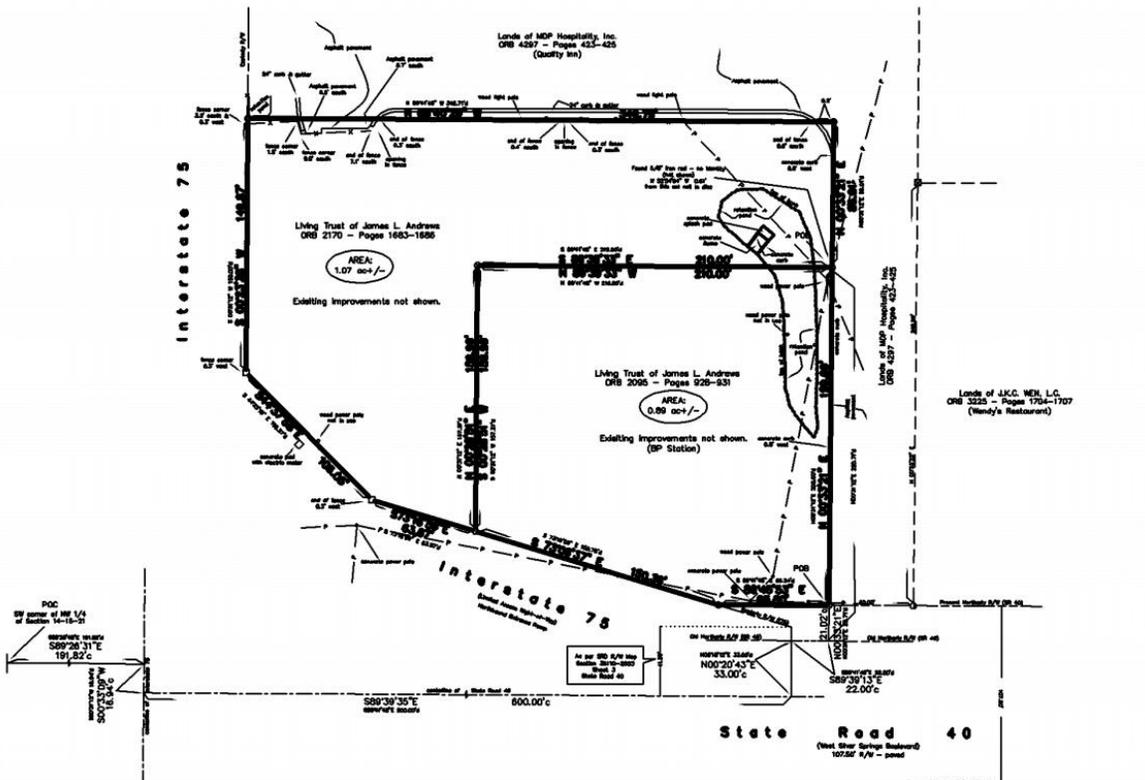
GEORGE SARKISIAN  
 GEORGES@ARENAREI.COM  
 (561) 322-8713

**BOUNDARY SURVEY**  
In Marion County, Florida  
**LEGAL DESCRIPTIONS**  
Official Record Book 2086 - Pages 628-631

A tract of land situated in the NW 1/4 of Section 14, Township 15 South, Range 21 East, Marion County, Florida, being more particularly described as follows:  
Commencing at the SW corner of the NW 1/4 of Section 14, Township 15 South, Range 21 East, Marion County, Florida; thence S 89°41'47"E, 153.82 feet to the centerline of Interstate 75 Highway; thence S 00°31'17"W, along said centerline, 18.94 feet to an intersection with the centerline of State Road No. 40; thence S 89°41'47"E, along said centerline of State Road No. 40, 600.00 feet; thence N 07°16'17"E, 33.00 feet to the intersection of the North right-of-way line of State Road No. 40 with the East right-of-way line of Interstate 75; thence S 89°41'47"E, along the North right-of-way line of State Road No. 40, 22.00 feet; thence departing from said right-of-way line, N 00°31'17"E, parallel to the centerline of Interstate 75, 25.71 feet to the Point of Beginning; thence continue N 00°31'17"E, 200.00 feet; thence N 89°41'48"W, parallel to the centerline of State Road No. 40, 210.00 feet; thence S 00°31'17"E, 157.37 feet to the easterly right-of-way line of Interstate 75; thence along and with the said easterly right-of-way line, S 73°16'07"E, 150.73 feet; thence S 89°41'48"E, 65.24 feet to the Point of Beginning and containing 0.8933 acres, more or less.

Official Record Book 2170 - Pages 1683-1688

Parcel 194 (Store 24632 "Outback" - Marion County, Florida)  
A tract of land situated in the NW 1/4 of Section 14, Township 15 South, Range 21 East, Marion County, Florida, being more particularly described as follows:  
Commencing at the SW corner of the NW 1/4 of Section 14, Township 15 South, Range 21 East, Marion County, Florida; thence South 89 deg. 41 min. 48 sec. East, 153.82 feet to the centerline of Interstate 75 Highway; thence South 00 deg. 31 min. 17 sec. West, along said centerline, 18.94 feet to an intersection with the centerline of State Road No. 40; thence South 89 deg. 41 min. 48 sec. East, along said centerline of State Road No. 40, 600.00 feet; thence North 00 deg. 16 min. 12 sec. East, 33.00 feet to the intersection of the North right-of-way line of State Road No. 40 with the East right-of-way line of Interstate 75; thence South 89 deg. 41 min. 48 sec. East, along the North right-of-way line of State Road No. 40, 22.00 feet; thence departing from said right-of-way line, North 00 deg. 31 min. 17 sec. East, parallel to the centerline of Interstate 75, 25.71 feet to the Point of Beginning; thence continue North 00 deg. 31 min. 17 sec. East, 200.00 feet; thence North 89 deg. 41 min. 48 sec. West, parallel to the centerline of State Road No. 40, 210.00 feet; thence along and with the easterly right-of-way line of Interstate 75 (United Access Line); thence along and with said easterly right-of-way line, South 00 deg. 31 min. 12 sec. West, 150.00 feet; thence South 44 deg. 35 min. 18 sec. East, 106.27 feet; thence South 73 deg. 16 min. 07 sec. East, 63.87 feet; thence departing said easterly right-of-way line, North 00 deg. 31 min. 12 sec. East, 157.37 feet; thence South 89 deg. 41 min. 48 sec. East, 210.00 feet to the Point of Beginning.



**NOTES**

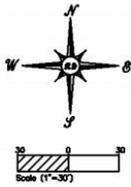
- 1) Last date of field work was February 3, 2010.
- 2) Copies of this survey map are not valid without the original sealed and signature of a Licensed Surveyor and Engineer.
- 3) This survey is based on existing representation and/or conditions.
- 4) The bearings shown herein are based on the North Pole of parcel (ORB 2170, Pages 1683-1688); and bearings herein are based on the North Pole of parcel (ORB 2086, Pages 628-631).
- 5) Limits shown herein are in feet, inches, and centimeters, and are based on the NAD 83 datum unless otherwise noted.
- 6) THIS IS A FLOOD STATEMENT ONLY AND IS NOT A FLOOD CERTIFICATION. CONSULT YOUR LOCAL BUILDING AND ZONING DEPARTMENT FOR MORE INFORMATION.
- 7) An attempt was made to locate any underground telephones, televisions or any other types of underground utilities.
- 8) All bearings and distances are field measures unless otherwise noted.
- 9) This survey made without benefit of a division of title, title search, or title opinion being provided to this surveyor.
- 10) Any use of this survey for purposes other than that for which it was intended, without written approval from this surveyor, will be at the user's sole risk and without liability to the surveyor. Nothing herein shall be construed to give any rights or benefits to anyone other than those certified in this survey as provided for and certified only in the public label and only for the particular transaction. Any use or reproduction of this survey without the express permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions.
- 11) Easement dimensions from property lines to fence corners and fence lines may not be shown to scale. These dimensions are perpendicular unless otherwise noted.
- 12) Existing structures were not located at each fence post and may remain.
- 13) Ownership of boundary is unknown to this surveyor.
- 14) Existing improvements were not located other than those shown herein.
- 15) Existing easements, if any, were not provided to this surveyor.

**REVISIONS:**

- 1) Last date of field work: 5/2/14 Locate above ground utilities. Map work: 5/7/14 Show above ground utilities (Overhead power lines and poles); Change certifications.
- 2) Last date of field work: 5/18/14 Locate retention ponds. Map work: 5/2/14 Show retention ponds.
- 3) Map work: 8/22/14 Remove small depression incorrectly labeled as a retention pond located on the central portion of site.

**LEGEND**

- LEGEND and ABBREVIATIONS**
- Section not set in place - PLS 5008
  - Section found 1/2" iron rod - Martin Engineering
  - Section found not in place in asphalt pavement - CBA Engineering
  - Section found not in asphalt pavement
  - Section found 5/8" copper coated rod - no identity
  - Section found one hole in concrete
  - Section found 3" x 3" concrete monument
  - Section found 3" x 3" concrete monument - Martin Engineering
  - X-X-X- Section iron lines
  - Section iron not in place
  - Section marked corner (in) and post(s)
  - ORB - Official Record Book
  - PCC - Public Corner Certificate
  - POB - Point of Beginning
  - R/W - Right-of-Way
  - - Section monument
  - - Section monument (ORB 2086, Pages 628-631 and ORB 2170, Pages 1683-1688)



**Physical Address**  
3637 W. Silver Springs Blvd.,  
Ocala, Florida

COPIES OF THIS SURVEY MAP ARE NOT VALID WITHOUT THE ORIGINAL PAGED SEAL AND SIGNATURE OF  
**GERALD RAY DAUGHERTY,**  
A FLORIDA LICENSED SURVEYOR AND MAPPER.

**CERTIFIED ONLY FOR:**  
Living Trust of James L. Andrews

**GERALD RAY DAUGHERTY, P.L.S. 0088 DATE BOUND**

© 2010 Ray Daugherty Land Surveyor, Inc.  
**RAY DAUGHERTY LAND SURVEYOR, INC.**  
Gerald Ray Daugherty  
Florida Certificate LS 8208  
Certificate of Authorization LR 6525  
425 W. GEORGIA STREET - SUITE 8  
STARBUCK, FLORIDA 32091  
PHONE: 352-284-4500/FAX: 352-284-2800  
TOLL FREE: 1-800-871-8708  
FLSA License Number of Surveyor: 0088  
STATE OF FLORIDA - DIVISION OF PROFESSIONAL REGULATION  
FIELDBOOK # 108 PAGE # 20 MAP # 5545  
JOB # 10-1-7 Copyright © 2/24/10

3637 W SILVER SPRINGS BLVD.  
OCALA, FLORIDA

I-75 ENTRANCE CORNER PARCEL | 1.96 ACRES  
FOR GROUND LEASE OR BUILD TO SUITE

GEORGE SARKISIAN  
GEORGES@ARENAREI.COM  
(561) 322-8713



# **ATTACHMENT 10**

## **TEAM QUALIFICATIONS**



## Culver's Franchisee – Joshua Clark

With a background as a real estate investor and National Sales Manager for a manufacturing company, Joshua Clark has several years of experience with running successful businesses. Since 2012, he has owned and operated 23 Culver's locations throughout the country. Joshua's success in owning and operating these businesses shows his desire for opening another location in Ocala, Florida.

## Project General Contractor – Jay Campbell

Jay Campbell is the founder and Chief Executive Officer of Campbell Construction. Specializing in all aspects of Commercial General Contracting including ground-up construction, renovations, and site expansions. Jay Campbell and his team have a long history of successful remodels and franchise openings, including several other Culver's locations along with more Culver's projects in the works.

## Project Engineer – Josh Cockriel, P.E.

Josh Cockriel has over 10 years of experience providing professional development services, with a focus in commercial engineering services. Josh's experience ranges from conducting construction phase observations, site improvements, permitting, and project cost estimates, including relevant experience of completing multiple Culver's within the Florida Region.



**ATTACHMENT 11**

**GRANT REQUEST AMOUNT AND JUSTIFICATION**



## New Construction Incentive Program Application

### Project Description

#### Culver's Ocala

#### 1. Describe the scope of project within the surrounding area.

*This Community Redevelopment Agency (CRA) Grant application is requesting a total grant amount of \$300,000 for the construction of a new Culver's quick service restaurant in the West Ocala CRA subarea. The project proposes to develop the currently vacant parcel located at the corner of West Silver Springs Boulevard (State Road 40) and the I-75 northbound entrance. This location is the primary gateway point into Ocala, thereby allowing this project to set the standard of commercial development along West Silver Springs Blvd and throughout the West Ocala CRA. As will be demonstrated throughout this project description, this proposed Culver's development has the potential for a catalytic impact within the West Ocala subarea.*

*The proposed project aligns with the intent of the West Ocala CRA, which is striving to improve the appearance of the commercial corridors connecting Ocala. The subject property is directly adjacent to another vacant parcel, and proximate to an existing Wendy's, KFC, McDonalds, and Taco Bell that all front along West Silver Springs Blvd. The proposed Culver's will compliment and improve the existing commercial nature of the surrounding area.*

*The proposed Culver's will be approximately 4,443 square feet with two drive-thru lanes. The development will have two ingress/egress points. One ingress/egress point will front onto West Silver Springs Boulevard and one will utilize interconnectivity with the eastwardly adjacent property to connect to State Road 40. The proposed development was intentionally designed for pedestrian and vehicular access. As depicted on the proposed development plan, the site is designed with plenty of space for efficient vehicular access and maneuverability on site, connectivity with the existing sidewalk along West Silver Springs Boulevard, and outdoor patio and dining space that can serve as community space.*

*Founded in Sauk City, Wisconsin in 1984, Culver's restaurants are currently located in 26 states with over 900 locations across the country where they specialize in ButterBurgers, frozen custard, and more. As a family-oriented business, Culver's strives to really make it about the people – their employees, guests, and the community in which they are located.*

#### 2. Explain how the project will benefit the CRA and immediate surrounding area.

*The proposed Culver's development will benefit the CRA and immediate surrounding area in both tangible and intangible ways. In addition to fulfilling multiple of the identified CRA goals, the proposed project will fulfill the overall intent of the West Ocala CRA Plan:*

*"The West Ocala Community Redevelopment Area (Plan) envisions corridors that offer residents, businesses, visitors and investors inviting places to shop for their everyday needs, conduct commerce, interact with one another, and access opportunities for economic growth. It is designed to improve the appearance, function and market value of the City's key commercial corridors with the aim toward restoring economic vitality."*



*As aforementioned, the development of a Culver's with outdoor seating, pedestrian and vehicle access, and high-level architectural design will fulfill many of the West Ocala CRA goals. At its core, the proposed Culver's will provide an inviting place to eat, work and interact with one another. Additionally, the Culver's is proposed along an existing commercial corridor, but it will improve the appearance, function and market value of said commercial corridor (West Silver Springs Blvd).*

*Specifically, the proposed Culver's development will fulfill Goal 3 of The West Ocala Community Redevelopment Plan: "Improve vacant, dilapidated and nuisance properties which are barriers to corridor redevelopment and negatively impact the value of corridors and neighborhoods". As indicated by this goal, through development, improvement, and/or redevelopment of vacant parcels, there is opportunity to spur more development and/or redevelopment in the area. The proposed Culver's will achieve this by investing in and developing a currently vacant parcel that, once developed, will provide services to the surrounding community. In addition to servicing the area, this development will bring several jobs to the area through full time construction workers and Culver's employees. These development impacts achieve Goal 3 of the West Ocala Redevelopment Plan.*

*Goal 2 of the West Ocala Community Redevelopment Plan focuses on restoring "value and prominence to gateways, corridor segments and crossroads by enhancing their physical appearance and visually differentiating their special character". Development of the currently vacant parcel will increase the value of the subject property and provide prominence to the intersection of West Silver Spring Blvd (State Road 40) and I-75. As previously mentioned, this property is the at the forefront of one of the main gateways into the City. Therefore, development of the subject property has the ability to not only meet the intent of Goal 2 but also raise the quality of development expected along the gateway, thereby increasing value and prominence.*

*The West Ocala CRA also wants to emphasize the importance of traffic safety and efficiency. As aforementioned and depicted on the development plan, the proposed development will have interconnectivity with the adjacent parcel, an ingress/egress along West Silver Spring Blvd, and provide pedestrian access by connecting to the existing sidewalks along West Silver Spring Blvd. The multiple points of access, and existing east-bound left turn lane, will allow customers to visit the restaurant whether headed eastbound or westbound on West Silver Springs Blvd.*

*Lastly, development to this area will show physical improvements and economic sustainability that furthers the goals of the West Ocala CRA.*



**3. Would the proposed improvements be made without the assistance of the grant program? If not, please explain.**

*Yes, the proposed improvements to the property would still be made without the assistance of the grant program. However, this grant is requested because the project aligns with and fulfills the goals of the West Ocala Community Redevelopment Plan Area Plan and the Ocala CRA's New Construction Incentive Program. This is further justified by, Goal 1 of the CRA Plan which strives to increase the private capital investments along commercial corridors and Objective 7 that looks to support a financial incentive program at catalytic corridor locations to promote new development to private investors.*

**4. Number and types of jobs being created, if applicable.**

*This proposed Culver's development will bring new jobs to the community. The proposed Culver's restaurant is anticipated to have a total of 80 employees. In addition to the restaurant itself, the development of the project will create 20 full time construction worker jobs. Overall, the project development will create an estimated 100 jobs for the community.*

*In addition to job creation, Culver's offers their employees competitive salaries that start at \$14.00 for a team member, \$18.00 per hour for restaurant manager, and \$53,000-\$59,000 per year for the general manager position. Culver's employees are also provided many employment benefits. Culver's offers flexible work schedules to work around their employee's lives, national training opportunities, and promotional opportunities to continue to grow within the company. In addition to growing within the company, Culver's offers a Franchisee Mentorship Program for the employees who dream of running their own Culver's restaurant one day. To further benefit employees, the Culver's Foundation has provided over \$6.8 million in scholarships to more than 4,300 team members since 1993 to financially support their dreams of earning college or technical school degrees.*

*Culver's also values itself on giving back to their local community. Culver's has been known to give back to their community through monetary donations, physical item donations, sponsorships, community organizations, and more. Therefore, Culver's will not only create jobs, improve lives through employment and benefit opportunities, and improve the West Ocala CRA, but also directly engage with the community to provide charitable donations and community empowerment.*

**5. What will be the business hours of operation?**

*The proposed Culver's restaurant will be open Monday-Sunday from 10:00 AM – 10:00 PM.*