



Memorandum

To: Mr. Tye Chighizola, City of Ocala

From: Richard Busche, PE; Kimley-Horn

A handwritten signature in blue ink, appearing to read 'R. Busche', enclosed in a light blue oval.

Date: January 5, 2022

RE: **Winding Oaks Commercial**
City Project PD20-0007
Kimley-Horn Project Number 142733001

As you are aware the Winding Oaks Planned Development (PD) submitted two transportation analyses which evaluated the entire PD in two phases. Both analyses have been reviewed and approved by the City and the other local agencies with jurisdiction, and the corresponding transportation proportionate share responsibilities for the noted transportation impacts were included in the approval.

The companion concurrency agreement for the phase one traffic analysis was approved by the agencies and at a City Council meeting. However, that agreement was not executed by the City Council president. Pursuant to our recent discussions we are now submitting one overall concurrency agreement for the entire project, which incorporates the prior Phase 1 approved information and adds the Phase 2 study results, for review and execution by all parties.

Please accept this for review and let me know what other information is needed in order to start the process. As you know, there is a potential contract purchaser evaluating this site at this time and we want to finalize this agreement as soon as possible as development commences in 2022.

RVB/sab

Attachments: Concurrency Development Agreement Pursuant to Chapter 163, Florida Statutes Winding Oaks Planned Development

CC: File

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RECORD: \$ _____

Prepared by and Return to:

Tim D. Haines
Gray, Ackerman & Haines, P.A.
125 NE First Avenue, Suite 3
Ocala, FL 34470

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**CONCURRENCY DEVELOPMENT AGREEMENT
PURSUANT TO
CHAPTER 163, FLORIDA STATUTES
[WINDING OAKS PLANNED DEVELOPMENT]**

This Concurrency Development Agreement executed by the Parties as of the ____ day of _____, 2022, and having the Effective Date specified below, is entered into by and between:

- **CRADLE HOLDINGS, INC.**, a Cayman Islands corporation authorized to transact business in the State of Florida ("Owner"); and
- **THE CITY OF OCALA**, a Florida municipal corporation ("City").

RECITALS:

- A. Owner owns a parcel of real property located in Marion County, Florida ("County"), also located within the jurisdictional boundaries of the City, described in attached Exhibit "A" (the "Property").
- B. Owner submitted an Application to City for annexation of the Property into the jurisdictional boundaries of the City, and City approved annexation of the Property on February 21, 2017.
- C. Subsequent to annexation of the Property into the City, the Owner submitted an Application to the City for assignment of a City Future Land Use Designation for a portion of the Property on the Future Land Use Map of City's Comprehensive Plan. City held a Public Hearing on transmittal of a Large Scale Land Use Amendment and associated text amendment on March 7, 2017, at which time City approved transmittal to the Florida Department of Economic Opportunity ("DEO") for review by DEO of Owner's Application for a Future Land Use designation and an associated text Land Use Policy. The requested Future Land Use designation, Low Intensity, and the text Land Use Policy received final approvals by the City on June 20, 2017. The approved Future Land Use Designation and associated text Land Use Policy limiting land use and development potential covered 446.62 acres more or less of the annexed Property (said 446.62 acres "Phase I").
- D. The Owner made Application to the City for rezoning Phase I to a Planned Development (PD) zoning district, and for approval of a PD Plan. The Application for rezoning to a Planned Development (PD) zoning district, a PD Plan, and PD Development Guidelines submitted by Owner, were approved by City on October 23, 2017.
- E. Subsequent to the above referenced Future Land Use Designation and Rezoning of Phase I the Owner submitted an Application to the City for Assignment of a City Future Land Use Designation for the balance of the Property, consisting of approximately 513.97 acres (said 513.97 acres "Phase II"), on the Future Land Use Map of City's Comprehensive Plan. City held a Public Hearing on transmittal of a Large Scale Land Use Amendment and Associated Text Amendment on _____, at which time City approved transmittal to the Florida Department of Economic Opportunity ("DEO") for review by DEO of Owner's Application for a Future Land Use Designation and an Associated Text Land Use Policy. The requested Future Land Use Designation, Low Intensity, and the Text Land Use Policy received final approvals by the City on December 17, 2019. The approved Future Land Use

Designation and Associated Text Land Use Policy limiting land use and development potential covers Phase II of the annexed Property.

- F. Owner has made Application to the City for rezoning of Phase II to Planned Development ("PD") Zoning District, and for approval of a PD Plan for the entire Property (said PD Plan including Phase I which was included within the previously approved PD Plan). The Application for rezoning to a Planned Development (PD) Zoning District, a PD Plan, and PD Development Guidelines were submitted by Owner, and were approved by City on April 29, 2021.
- G. Owner has retained Kimley-Horn and Associates, Inc. ("KHA"), consulting engineers, to prepare a Traffic Impact Analysis ("Traffic Study"), with regard to each of Phase I and Phase II, of the effect on transportation facilities of the development of Phase I and Phase II. The Traffic Study with regard to Phase I, dated August 11, 2017, and the Traffic Study with regard to Phase II, dated November 20, 2020, have each been reviewed and approved by City, County, and the TPO as of January 25, 2021. The provisions of the final approved Traffic Study are, by this reference, incorporated into the terms and provisions of this Agreement.
- H. The Traffic Study projects that based on the adopted level of service standards of the City and County certain transportation facilities identified in this Agreement have inadequate facility capacity during the PM peak hour to provide adequate facility capacity for the existing background vested traffic. Owner and City have agreed that additional new traffic facilities, upgrades to existing traffic facilities, dedication of right-of-way, and proportionate fair share payments by Owner for the Property's proportionate share of impact on traffic facilities (as specified in this Agreement) shall be constructed, dedicated or paid, as applicable, to mitigate the impact on public transportation facilities caused by future development of the Property and adjacent and nearby properties.
- I. Chapter 86 of City's Code of Ordinances ("City Code") provides that, in the case of inadequate traffic facility capacity, a property owner may enter into a Concurrency Development Agreement with the City to provide or fund traffic facilities system improvements. This Agreement shall constitute a Concurrency Development Agreement under the provisions of Chapter 86 of the City Code.
- J. Section 10-323 of the County Impact Fee Ordinance provides for a Developer to be provided with a credit against Impact Fees pursuant to a written Impact Fee Credit Agreement approved by the County Commission for conveyance of ROW and construction or expansion of Transportation Facilities.
- K. Owner is entitled to Impact Fee Credits pursuant to the County Impact Fee Ordinance in Section 163.3180, Florida Statutes.
- L. Owner has agreed to provide necessary funds for the proportionate share owed by Owner as a result of future planned development of the Property, and to contribute to City and County certain lands for public roads and facilities, as set forth below, to mitigate the traffic facilities impact of development of the Property by Owner.
- M. City has held public hearings to accept and encourage public input with respect to the proposals of Owner contained in this Agreement, and has considered public input. City has determined that the provisions of this Agreement and the contemplated vesting of development rights contemplated by this Agreement are consistent with, and not in contravention of, the provisions of City's Concurrency Management System, as codified in Chapter 86 of the City Code.
- N. City has provided its Notice of Intent to consider entering in this Concurrency Development Agreement by advertisements published in the Ocala Star-Banner, a newspaper of general circulation and readership in Marion County, Florida, on _____ and _____, and by mailing a copy of the Notice of Intent to Owner, and to the persons and entities shown on the most recent Marion County Tax Roll to be the owners of property lying within three hundred feet (300') of the boundaries of the Property which is the subject-matter of this Agreement, and by announcing the date, time, and place of the second hearing during the first hearing.

- O. The City Council of the City has held public hearings on _____ and _____, to consider this Agreement, has found and determined that its execution of this Agreement will further the objectives of the Local Government Comprehensive Planning and Land Development Regulation Act, and that the development contemplated and permitted by this Agreement comply with the City's Code.
- P. Because of the unique nature of this Transportation Concurrency Agreement, which provides for traffic concurrency for traffic facilities, some of which are owned by the permitting governmental entity in which the project is located (the City), and others of which are owned by the County or the Florida Department of Transportation ("FDOT"), and the proximity and significance of certain of the County-owned facilities, this Agreement includes specific provisions regarding payments by City to County of proportionate fair share payments made by Owner for traffic facilities owned and operated by the County.

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

1. **Incorporation of Recitals & Exhibits.** The parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The content of all Exhibits referenced in this Agreement and attached hereto are incorporated into the terms of this Agreement.
2. **Definitions.** In addition to any other terms which may be specifically defined elsewhere in this Agreement, for the purposes of this Agreement the following terms shall have the following meanings:
 - 2.1. ***"Agreement"*** – This Concurrency Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3161 through 163.3215, inclusive, of the Florida Statutes.
 - 2.2. ***"City"*** – The City of Ocala, a Florida municipal corporation.
 - 2.3. ***"City CMS"*** – The City's Concurrency Management System, as codified in Chapter 86 of the City Code, as the same may be subsequently amended, modified or supplemented.
 - 2.4. ***"City Code"*** – The City's Code of Ordinances, as the same may be subsequently amended, modified or supplemented.
 - 2.5. ***"Commencement of Development"*** – Initiation of any of the following actions with respect to property located within the Project: (1) issuance of a building permit for the construction of any non-residential buildings by an Owner or any successors-in-title to an Owner for the construction of improvements of any nature on any Property within the Development Zone (but, specifically not including issuance of building permits for construction by an Owner or any governmental entity of improvements related to water or sewer utilities improvements or road facilities); or (2) issuance of a building permit for the construction of any residential units by an Owner or any successors-in-title to an Owner. Approval of Conceptual Plans, final plans, or construction plans for the construction of improvements on any portion of the Property shall not constitute a "Commencement of Development".
 - 2.6. ***"Community Planning Act"*** – Section 163.3161, et seq., Florida Statutes (2018).
 - 2.7. ***"Conveyed ROW"*** – ROW owned or hereafter acquired by Owner and conveyed to County or FDOT in connection with any Improvements or pursuant to this Agreement.
 - 2.8. ***"County"*** – Marion County, Florida, a political subdivision of the State of Florida.

- 2.9. **“County CMS”** – The County Concurrency Management System, as codified in Division 8 of Chapter 1 of the County LDR, as the same may be subsequently amended, modified or supplemented.
- 2.10. **“County Code”** – The “Marion County Code” as defined in Section 1-1 of the County Code, as the same may be subsequently amended, modified or supplemented.
- 2.11. **“County Impact Fee Ordinance”** The “Marion County Impact Fee Ordinance for Transportation Facilities” as defined and codified in Division 2 of Article 10 of the County Code.
- 2.12. **“Deficient Facilities”** – One or more Transportation Facilities of which capacity is inadequate (i.e., the Transportation Facilities will be operating at less than the adopted Level of Service (“LOS”) for such Transportation Facilities) as determined by the Traffic Study as of buildout of the Project, other than Transportation Facilities for which capacity is inadequate prior to development of the Property.
- 2.13. **“Effective Date”** – The date the terms of this Agreement become effective, as set forth in Section 9.17 below.
- 2.14. **“Equivalency Matrix”** – The Land Use Exchange Matrix adopted as part of the Winding Oaks PD Approvals, a copy of which is attached hereto as Exhibit “C”.
- 2.15. **“FDOT”** – The Florida Department of Transportation, or its successor.
- 2.16. **“Governmental Authority”** – Any governmental entity, agency, department, bureau, division, or other representative of any governmental entity which has jurisdiction, permitting authority, or the authority to issue authorizations or approvals regarding development or usage of the Property or any portion thereof, all Improvements (as defined below) which are the subject of this Agreement, and all road, stormwater management and utilities Improvements or facilitates which are the subject of this Agreement.
- 2.17. **“Impact Fee Credits”** – Credits against Impact Fees to be provided to Owner under this Agreement, including under Sections 5.1 and 5.2 below.
- 2.18. **“Impact Fees”** – Impact fees due under the County Impact Fee Ordinance. Because this Agreement concerns transportation concurrency and transportation impact fees only, this phrase does not apply to any other impact fees, or similar charges, assessed under the County Code.
- 2.19. **“Improvements”** – When used in this Agreement the term “Improvements” shall refer to all construction required to be undertaken to complete the construction, or modification, of the described infrastructure. This shall include, but not be limited to, all surface improvements, roads, paving, sidewalks, gutters, lighting, Stormwater Management Facilities, and potable water, sanitary sewer, and electrical utilities, reclaimed water, and fiber optic infrastructure.
- 2.20. **“Owner”** – The record owner of the Property, or any portion thereof, which is the subject matter of the Traffic Study (as defined herein). It is anticipated that there will eventually be multiple owners of parcels of the Property, the terms of this Agreement shall run with the land and remain in place and shall be effective as to all of the Property, notwithstanding the Property having multiple Owners.
- 2.21. **“Parcel” or “Parcels”** – One or more of the Parcels of real property specifically described or referenced in this Agreement, including the Property (as defined below).
- 2.22. **“Party” or “Parties”** – As applicable, either Owner, City or County.

- 2.23. ***“PD Plan” or “PDP”*** – The PD Plan for the Project, approved on April 29, 2021, a copy of which is attached as Exhibit “B”, as the same may be subsequently amended or modified through a PD Amendment.
- 2.24. ***“Project”*** – Collectively, the development of the Property and all related infrastructure required to market and use the Property, or Parcels thereof, as a mixed-use development as contemplated under the terms of this Agreement. The term “Project” shall include all design, permitting and construction of infrastructure Improvements described in this Agreement; acquisition of all required ROW (as defined below) for roads and utilities infrastructure; and procurement of all necessary approvals or permits from all applicable Governmental Authorities. This term shall also apply to all actions to be undertaken by an Owner, City or County pursuant to the terms of this Agreement or any amendment or supplement thereto.
- 2.25. ***“Project Engineer”*** – The engineering firm or firms retained by Owner to design, permit or perform other obligations of Owner hereunder concerning Improvements to be performed by Owner hereunder. As of the Effective Date, Owner has as its project engineers Kimley-Horn and Associates, Inc.
- 2.26. ***“Property”*** – The real property owned by Owner or third parties located in Marion County, Florida, also located within the jurisdictional boundaries of the City, described on the attached Exhibit “A”.
- 2.27. ***“Proportionate Share Mitigation”*** – The payments to be made, traffic facilities to be constructed or modified, right-of-way to be dedicated or other activities to be performed, by Owner pursuant to Section 5 below.
- 2.28. ***“Public Facilities”*** – Those public facilities identified in Section 8 below.
- 2.29. ***“Reservation of Capacity” or “Reserved Capacity” or “Capacity Reservation”*** – The reservation of Trips to Owner pursuant to Section 6.1 below.
- 2.30. ***“Reserved Trips”*** – The Trips (as defined below) that are included in Owner’s Reserved Capacity.
- 2.31. ***“ROW”*** – The right-of-way required for specific referenced road, and utilities infrastructure facilities which are the subject of this Agreement, including all land required for Stormwater Management Facilities (as defined below) required to provide surface and stormwater management with respect to the infrastructure facilities, also including any required easements, temporary easements, construction easements, temporary construction easements, crossing easements, or other contractual rights or licenses required to facilitate the construction, modification, repair or operation of the applicable road, or utilities infrastructure.
- 2.32. ***“SR 200”*** – State Road 200.
- 2.33. ***“Stormwater Management Facilities”*** – The drainage retention facilities, ditches, swales, underground pipes, drainage structures, or other improvements which constitute the surface water and stormwater management system which provide stormwater management for all roadway segments (if applicable), and (if applicable) utilities Improvements which will be constructed pursuant to the terms of this Agreement. The Stormwater Management Facilities shall comply with the design, construction and operational requirements of the Water Management District and (as applicable) the City or County, and may be designated and constructed to operate as “shared” facilities.
- 2.34. ***“Subsequent Owners”*** – A successor in title to Owner or to the other current owners of the Property or any Parcel thereof.

- 2.35. ***“Traffic Study”*** – Collectively the Traffic Impact Analysis for Winding Oaks dated August 11, 2017 and the Traffic Impact Analysis for Winding Oaks dated November 20, 2020, both prepared by Kimley-Horn and Associates, Inc. (“KHA”), consulting traffic engineers, regarding the Property as stated in Recital G. The Traffic Study has been: (i) prepared in accordance with the methodology agreed to by City, County, and TPO; and (ii) reviewed, approved and accepted by City, County and TPO on January 25, 2021. The Traffic Study was developed pursuant to a methodology approved by the City, County, and Ocala/Marion County Transportation Planning Organization (“TPO”), and the Traffic Study has been reviewed, approved and accepted by City, County, and the TPO. The contents of the Traffic Study are, by this reference, incorporated into this Agreement.
- 2.36. ***“Transportation Facilities”*** – All public roads, streets or highways (collectively the “Roadway Segments”), and intersections (“Intersections”) studied pursuant to the Traffic Study.
- 2.37. ***“Trip” or “Project Trip”*** – The projected traffic impact of the development of the Property, or a Parcel thereof, measured in terms of net new PM external peak hour vehicle trip generation.
- 2.38. ***“Water Management District” or “District”*** – The Southwest Florida Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of surface water and stormwater management systems, and Stormwater Management Facilities, for the Property and for all roadway improvements, and (if applicable) utilities improvements, to be constructed under the terms of this Agreement.
3. **Representations and Warranties.** As a material inducement to the other Parties to enter into this Agreement, each Party makes the following representations and warranties to the other Parties to this Agreement:
- 3.1. **Owners’ Representations and Warranties.** Owner represents and warrants to City that:
- 3.1.1. Owner is a validly organized and existing Cayman Islands (British West Indies) corporation, authorized to transact business in the State of Florida.
- 3.1.2. Owner has taken all actions prerequisite necessary for the execution and delivery of this Agreement, and upon the execution and delivery of this Agreement by Owner the obligations of Owner hereunder shall be valid and binding obligations of Owner. The entities or individuals executing this Agreement on behalf of Owner are duly authorized representatives for Owner, authorized to execute this Agreement in their respective capacities as set forth below.
- 3.1.3. The Owner is, or was at the relevant times, the legal and equitable owner of the Property.
- 3.1.4. The execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of any agreement, covenant, Court Order, Judgment, or the governing documents of Owner.
- 3.2. **City Representations and Warranties.** City represents and warrants to Owner that:
- 3.2.1. The actions by City hereunder are consistent with, and not in contradiction of, the terms and provisions of the City’s Comprehensive Plan.
- 3.2.2. City has taken all necessary actions prerequisite to the execution and delivery of this Agreement, including but not limited to the necessary public hearings, providing proper notice of the public hearings, and the conducting of public hearings related thereto.
- 3.2.3. Upon the execution and delivery of this Agreement by City, the obligations of City shall be valid and binding obligations of City.

- 3.2.4. Execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of the City's Charter, the City Code or by the terms and provisions of any agreement, covenant, Court Order or Judgment to which City is a party.
- 3.2.5. Owner has, pursuant to the provisions of Section 6.1, reserved transportation facilities for external trips ingressing and egressing to or from the Property in the amount of 3,568 net new PM peak hour Trips.

4. Traffic Facilities; Traffic Concurrency; Owner Contributions.

- 4.1. **Traffic Study.** The Traffic Impact Analysis for the Winding Oaks PD dated August 11, 2017 and November 30, 2020 has, and stated in Recital G, been: (i) prepared in accordance with the methodology agreed to by City, County and the TPO; and (ii) reviewed, approved and accepted City, County and the TPO.
- 4.2. **Trip Equivalency Matrix.** Owner and City agree that the Land Use Trip Equivalency Matrix ("Matrix") shown on attached Exhibit C, which is included in the approved Traffic Study, shall be used to quantify allowed changes in the land use types and intensities of the overall development program for the Project. [Note: This Matrix allows changes in the approved land uses and intensities on a site in the Project, and provides the method of calculation and determination of the changes in the off-site traffic facilities impact which would be the result of the changes. Permitted uses per the PD Developer's Agreement and as shown on the PD Plan of the Project, with the current Plan shown on attached Exhibit B, as the same may be subsequently amended or modified through a PD Amendment.] For the purposes of this Matrix, the Trip generation rates for each land use was obtained using rates or equations provided in the ITE Trip Generation Manual, (10th Edition). Attached as Exhibit D are the Trip Generation Calculations regarding the Project.
- 4.3. **Additional Development Uses.** In addition to the development uses within the Project which are expressly set forth in the Equivalency Matrix, and other development uses may be allowed by the PD pursuant to the Equivalency Matrix if there is a trip generation rate for such other uses under the current Trip Generation Manual published by the Institute of Traffic Engineers.
- 4.4. **Use of Equivalency Matrix.** Any time Owner uses the Equivalency Matrix or other provisions of this Section Owner shall notify City in writing, and upon request of Owner and acknowledgement by City that the use, or uses, comply with the requirements of this Section, City shall acknowledge and confirm the remaining development uses and density/intensities available for the Project under the Equivalency Matrix.
- 4.5. **Study Area.** The Traffic Study for the Project included all roadway segments where PM, peak hour project traffic consumes three percent (3%) or more of the same subject roadway segment's peak hour directional service capacity, consistent with the approved methodology.
- 4.6. **Roadway Segments.** The Traffic Study analyzes traffic capacity based upon the current adopted levels of service for the applicable traffic facilities, as adopted by the governmental entity owning and operating the particular traffic facility (the City, County or FDOT, as applicable). The Traffic Study (Table 6 of the Traffic Study) concludes that the 2040 buildout roadway segment evaluation for PM peak hour traffic volume would project a level of service deficiency due to the addition of Project Traffic for the following roadway segments, and therefore proportionate share mitigation is required:

Roadway Segment	From	To
SW 42 nd St	SW 27 th Ave/CR 475A	SW 7 th Ave

The Traffic Study (Table 5 of the Traffic Study) concludes that the 2040 roadway segment evaluation for PM peak hour background traffic volume (before the addition of Project traffic)

would project a level of service deficiency under background traffic conditions for the following roadway segments, and therefore proportionate share mitigation from the Project is not required:

Roadway Segment	From	To
SW 38 th St	SW 80 th Ave	SW 60 th Ave
SW 42 nd St / SW 32 nd St	SW 27 th Ave	US 27/441
CR 475A	SW 42 nd St	CR 484

4.7. Intersections. The Traffic Study includes an intersection analysis identifying the intersections included in the Study pursuant to the agreed methodology, and any required operational changes to the intersections to maintain required traffic concurrency standards. The Intersection Analysis, identifying the analyzed intersection showing the need, or no need, (as applicable) for improvements to maintain required level of service standards at Project Buildout in year 2040, is shown on attached Exhibit "E".

4.8. Proportionate Share Obligations. As set forth in Sections 4.6 and 4.7 above, the Traffic Study identifies transportation capacity-deficient roadway segments and intersections which are projected to be Deficient Facilities upon the build-out of the Project in calendar year 2040. Under the provisions of Section 163.3180 of the Florida Statutes, an acceptable method for Owner to mitigate transportation impacts is to pay a proportionate share cost towards the required improvements. The agreed-upon Owner's proportionate share obligations for transportation mitigation regarding the Project for the noted intersection deficiencies and roadway segment deficiencies are shown on attached Exhibit "F". Payment of Owner's proportionate share payments or equivalent mitigation for transportation impacts shall be in accordance with the procedures specified in Section 5.

5. Mitigation of Proportionate Share Obligations. City and Owner agree that the procedure for mitigation of the Owner's proportionate share payment obligations for those roadway segment and traffic facilities with concurrency deficiencies identified in the Traffic Study, which procedures and the Owner's obligations hereunder shall be binding upon Owner and successors-in-title to Owner as to any of the Property, shall be as follows:

5.1. Allocation of Payments. The agreed proportionate share payments owed by Owner, as shown on attached Exhibit "F", includes transportation facilities owned by City, the County, and FDOT. Owner agrees to mitigate for their proportionate share traffic impacts in accordance to the Transportation Mitigation Schedule shown in attached Exhibit "G".

5.1.1. City shall immediately remit to County the County's percentage of the proportionate share payment funds when received (\$1,083,909.00).

5.1.2. Owner shall be obligated to provide mitigation, at the time of commencement of development of the Project in excess of the development program schedule shown in Exhibit "G", proportionate to the percentage of projected external Peak Hour Trips generated by development of total estimated external Trips of the full development. The total proportionate share mitigation calculated and payable as a percentage of the total proportionate share mitigation of \$8,341,546.00 as shown on Exhibit "F".

5.1.2.1. When the obligation of Owner to make a proportionate share payment occurs, the proportionate share payment due shall be indexed by an amount equal to the percentage change in the United States Department Commerce Consumer Price Index (all items – United States City average) (the "CPI") between the Effective Date of this Agreement and the date a proportionate share payment is paid pursuant to the terms of this Agreement. The percentage change in the CPI shall be the quotient resulting from the division of the difference between the current published CPI in effect on the date the proportionate share

payment is made, less the CPI for the calendar month including the Effective Date of this Agreement (the "Base CPI"), divided by the Base CPI. By way of example, if on the date of the proportionate share payment the published CPI then in effect is two hundred and forty (240), and the Base CPI is two hundred and twenty (220), the percentage change in the CPI is $(240 - 220) \div 220 = 9.09\%$, resulting in the required proportionate share payment being increased by 9.09% from the payment specified in this Agreement. If the publication of the CPI is discontinued, the Parties hereto shall accept such replacement costs or comparable statistics published on the cost of living for United States average as computed and published by an agency of the U.S. Government or, if none, by an alternate responsible periodical or recognized authority. Alternately the Parties agree to accept comparable statistics published by an agency of the U.S. Government or a responsible periodical recognized authority approved by all Parties to this Agreement whose information is accepted for the purpose of indexing construction costs, estimates or payments by the Florida Department of Transportation. **IF THE CHANGE IN THE CPI (OR ANY SUBSTITUTE COST INDICES) IS NEGATIVE THERE SHALL BE NO REDUCTION IN THE AMOUNT OF THE REQUIRED PROPORTIONATE SHARE PAYMENT.**

- 5.1.2.2. As specified above, upon receipt of a lump sum proportionate share payment from Owner, City will immediately transmit to County (providing written notification of the transmittal to Owner) the County's percentage of the proportionate share payment, as agreed to under the provisions of Section 5.1.1 above.
- 5.1.3. Owner can at their sole discretion provide mitigation for the transportation impacts in advance of the development program schedule shown in "Exhibit G".
- 5.1.4. Owner intends to mitigate for the proportionate share transportation impacts of the Project through proportionate share payments and conveyance of right-of-way for SW 60th Avenue, and conveyance of right-of-way and related drainage retention areas for SW 49th Avenue and conveyance of right-of-way along SW 66th Street within the PD boundary, as shown on Exhibit "H" and described below.
 - 5.1.4.1. Right-of-way dedication for SW 49th Avenue and related drainage retention areas consisting of 27.59 acres conveyed by Special Warranty Deed dated March 15, 2019 and recorded in Official Records Book 6933, at Page 1892, Public Records of Marion County, Florida.
 - 5.1.4.2. Right-of-way dedication along SW 66th Street shall be 60' along the existing right-of-way line and additional right-of-way needed for re-alignment of SW 66th Street at SR 200, from SR 200 to SW 49th Avenue for a total of 11.05 acres more or less.
 - 5.1.4.3. Right-of-way dedication along SW 60th Avenue shall be 35' from the existing right-of-way line along the Project Boundary from SR 200 to approximately 500' south to SR 200 for a total of 0.39 acres more or less.
 - 5.1.4.4. Proportionate share payment of \$1,083,909.00 to the County within the timeline specified in Exhibit "G".
 - 5.1.4.5. Proportionate share payment of \$4,749,487.00 to the City within the timeline specified in Exhibit "G". The owner reserves the right to dedicate additional right-of-way in lieu of making proportionate share payments if mutually agreeable to the benefitting agency (City or County).

5.2. Proportionate Share Payment Credits. City acknowledges that, pursuant to the provisions of Section 163.3180(5)(2)(e) of the Florida Statutes Owner shall receive a credit for proportionate share payments, right-of-way dedication, and transportation improvements outlined in this Agreement on a dollar-for-dollar basis for impact fees, mobility fees or other transportation concurrency mitigation requirements paid or payable in the future with respect to the Project. Because the County is not a party to this Agreement, in the event, subsequent to the date of this Agreement, County adopts or imposes any impact fee, mobility fees, or other transportation concurrency mitigation requirements that are payable with respect to the Project, Owner shall, as required, make appropriate notification or application to County with respect to Owner's rights to the dollar-for-dollar credit specified in the referenced provisions of Section 163.3180(5)(2)(e) of the Florida Statutes.

5.3. Contribution in Kind. City and Owner may hereafter enter into a separate agreement or agreements (which shall not require amendment of this Agreement) providing for Owner to construct improvements to traffic facilities within the study area of the Traffic Study which Owner is not required to construct, under the terms of this Agreement. If such Owner-constructed traffic facilities constitute a material improvement to the traffic facilities impacted by development of the Property. Such agreement shall provide Owner with a credit for the costs of such improvements against proportionate share payments subsequently due under this Agreement, if such credit is approved in writing by the Marion County Administrator.

5.4. Conveyances of ROW to County. Owner has, by Right-of-Way Agreement [SW 49th Avenue Project] recorded in Official Records Book 6123, at Page 1155 of the Public Records of Marion County, Florida, agreed to convey, and in fact has conveyed, to County parcels of property located within the boundaries of the Property which constitute the right-of-way of a roadway (SW 49th Avenue) which runs through the Property from SW 80th Street north to SW 66th Street, and includes property which will be used for the construction of stormwater management facilities to service SW 49th Avenue. The obligations of Owner and County with respect to this acquisition of right-of-way and stormwater management property by County are subject to the terms of that Right-of-Way Agreement between Owner and County dated November 24, 2017, as amended, which Agreement is recorded in Official Records Book 6123, at Page 1155 of the Public Records of Marion County, Florida. The terms of this Agreement shall not terminate, modify, or supplement the terms of the described prior Agreement between Owner and County regarding this right-of-way and stormwater management property.

5.5. Proportionate Share Payments – County.

5.5.1. County Enforcement. Although County is not a signatory party to this Agreement Owner agrees and acknowledge that County is a third-party beneficiary to those provisions of this Agreement relevant to payment of proportionate share costs and right-of-way dedication for transportation facilities improvements to County, and that upon a default by Owner with respect to any such obligations hereunder which are for the benefit of County, County shall have the right to directly pursue enforcement, or damages (as applicable) against Owner, and shall also have the right to withhold any County development permits requested by Owner for construction of project infrastructure under the terms of this Agreement.

6. Capacity Reservations.

6.1. Reservation of Capacity. In consideration for Owner's obligations under this Agreement there is reserved in favor of Owner, for the benefit of the Property, traffic facilities capacity for external Trips, ingressing and egressing to or from the Property, in the amount of 3,568 net new external PM peak hour Trips. Owner has previously submitted to City, with the submission of the Traffic Study, a Capacity Reservation request. Simultaneous with the execution of this Agreement, City will issue to Owner, for the benefit of Owner, and for the benefit of the Property, a concurrency determination in accordance with the normal procedures of City's CMS.

6.2. City's CMS requires payment of a capacity reservation fee for the reservation of traffic capacity. Owner has agreed to retain on-site all pre-development and post-development runoff from the Property that would be discharged to the adjacent rights-of-way. City has agreed that the fair market value of such construction, over and above the City's requirements for stormwater drainage facilities stipulated in the City's Land Development Code Section 122-217, are entitled to receive a credit against their capacity reservation fee payable by Owner under City's CMS, and no additional capacity reservation fee is owed by Owner under City's CMS. This shall not relieve Owner from paying other amounts owed under this Agreement or the City's CMS, including proportionate share payments or impact fees (subject to Owner's entitlement to a credit therefor). Additionally, the Credits described in this Section 6.2 shall not be applicable to the proportionate share payments (and any potential future transportation impact fees or mobility fees) due to County.

6.3. Term of Reservation. The reservation of capacity granted to Owner by City as set forth above for the benefit of the Property or any portion thereof shall have a term commencing on the Effective Date of this Agreement and ending on December 31, 2040. Any extensions of the reservations of capacity beyond that date shall require amendment to this Agreement, and subsequent review and approval of an updated Traffic Study.

7. Development Permits Required.

7.1. Local Development Permits. The local development permits approved or needed to be approved for the development of the Project (or portions thereof) in accordance with the provisions of this Agreement, and the status of each such permit or approval, are as follows:

PERMITS/APPROVALS¹	STATUS
Annexation of the Property into the jurisdictional boundaries of the City	Completed
Assignment of Future Land Use designation for 446.62 acres of property	Completed
Assignment of Future Land Use designation for 561.4 acres of property	Completed
Assignment of Planned Development (PD) zoning to entire Property	Completed
Approval of Conceptual Site Development Plan for entire Property	Approved
Finalization of Concurrency Development Agreement regarding Traffic Concurrency – entire Property	Pending
Approval of Final Development Plan for the entire Property or portions of the Property, for PD zoning district	Completed
Water Management District Environmental Resources (stormwater) Permit	TBAF
County Right-of-Way Connection Permit SW 66 th Street	Pending, TBAF
County Right-of-Way Connection Permit SW 60 th Avenue	Pending
FDOT Connection Permits (SR 200)	Completed
FDEP Permit – extension of City potable water system	TBAF
City approval - extension of City sanitary sewer system	TBAF
City approval – Amended Conceptual Site Development Plan (to be obtained as phases of project, if phases of project are developed) (if required by City Code)	TBAF
City Site Plan approval (Commercial sites requiring site plan approval under City Land Development Regulations)	TBAF
City Plat approval – Plat(s) of property or portions thereof	TBAF
¹ Some of the Permits or Approvals identified above would be issued multiple times as sub-areas of the Property are developed. Nothing in this Agreement shall be deemed to obligate the Owner's compliance with terms and provisions of each such identified permit, nor to obligate the City or County to grant any of the permits, actions or approvals enumerated above.	

Nothing in this Agreement shall be deemed to obviate the Owner's compliance with terms and provisions of each such identified Permit, nor to obligate the City, to grant any of the Permits, actions, or approvals enumerated above.

- 7.2. Additional Permits, Etc.** The failure of this Agreement to address any particular permit, condition, term, or restriction on development shall not relieve the Owner, City or County of the necessity of complying with any law governing said permitting requirement, conditions, terms and restrictions with respect to the contemplated development of the Project, as applicable.
- 7.3. Additional Conditions.** City reserves the right to impose additional conditions, terms, restrictions or other requirements determined to be necessary for the public health, safety, and welfare of their citizens with respect to the development contemplated by the Owner and described in this Agreement, provided that such conditions, terms or restrictions shall not be in contravention with the terms of this Agreement.
- 8. Public Facilities.** The Public Facilities that will service the Project, the person or entity who or which shall provide such Public Facilities, and the date of any new Public Facilities which must be constructed, are as follows:
- 8.1. Transportation Facilities.** See the provisions of Section 4 regarding Public transportation facilities which will provide transportation facilities capacities for the Project.
- 8.2. Potable Water.** Potable water services for the Property are available from the City. City presently has sufficient permitted and constructed capacity, unreserved, for the development of the Project.
- 8.3. Sanitary Sewer.** Sanitary sewer services for the Property are available from the City. City presently has sufficient permitted and constructed capacity, unreserved, for development of the Project.
- 8.4. Solid Waste Collection.** Solid waste collection for the Property will be provided pursuant to the City Code by the City. City currently has sufficient capacity, unreserved, to provide solid waste collection services for the Project.
- 8.5. Educational Facilities.** Public education services for the Property are currently provided by the following schools, operated by the Marion County Board of Public Education:
- 8.5.1.** Elementary School – Saddlewood Elementary School
- 8.5.2.** Middle School – Liberty Middle School
- 8.5.3.** High School – Westport High School
- 8.6. Recreational Facilities.** The Property is served by recreational facilities owned by both City and County, including Scott Springs Park (City) located within two (2) miles of the Property and Friendship Park (City) located approximately four (4) miles from the Property.
- 8.7. Health Systems and Facilities.** Both Ocala Regional Medical Center and Advent Health Care Medical Center operate general community hospitals which serve the Property, both located approximately two (2) miles from the Property.
- 9. General Provisions.**
- 9.1. Notices.** With respect to any Notices required to be given under the terms of this Agreement, such Notices shall be deemed given and effective:
- 9.1.1.** Three (3) calendar days after the date they are deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the parties at the following

respective addresses or such other address as provided by a party pursuant to this Section; or

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

AS TO OWNER:

Cradle Holdings, Inc.

Attn: Eugene Melnyk
Cassels Brock
Scotia Plaza, Suite 2100
40 King Street West
Toronto, Ontario M5H 3C2

With Copy To:

Tim D. Haines, Esq.
Gray, Ackerman & Haines, P.A.
125 NE 1st Avenue, Suite 3
Ocala, FL 34470
(352) 732-8121

AS TO THE CITY:

City of Ocala, Florida

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

With Copy To:

City of Ocala Growth Management Department
Attn: Director of Growth Management
201 SE 3rd Street, 2nd Flr.
Ocala, FL 34471
(352) 629-8404

Additional Copy To:

City of Ocala Engineering Department
Attn: City Engineer
1805 NE 30th Avenue, Bldg. 300
Ocala, FL 34470
(352) 629-2489

Additional Copy To:

Assistant City Attorney
Attn: W. James Gooding, III, Esq.
1531 SE 36th Avenue
Ocala, FL 34471
(352) 867-7707

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

- 9.2. Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Owner, City or County in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, no Party shall have the right to act as an agent for another Party and no Party shall the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.

9.3. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Any portion of the Property which may under the terms of this Agreement later may be designated for public use or purposes shall be conveyed by Owner to City or County, as applicable. Except as herein specifically provided no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

9.4. Default Provisions.

9.4.1. The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.

9.4.2. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.

9.4.3. No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.

9.4.4. In the event of a material default by Owner with respect to their obligations to City under this Agreement, and failure of Owner to cure the default within the grace period set forth above, in addition to any other remedies available to City under the terms of this Agreement, City shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured. If Owner has, prior to the occurrence of the default, conveyed some or all of the Property to unrelated third parties (such parcel or parcels then becoming a "Third Party Parcel") and the default of Owner is not with respect to, or impact Owner's obligations regarding, a Third Party Parcel, the right of City to withhold permits upon a default by Owner shall not extend to City permits pending or to be issued with respect to a successor owner of the Third Party Parcel. The Parties agree that failure of Owner to timely pay any proportionate share traffic mitigation funds owed under the provisions of this Agreement shall constitute a default with respect to, or impacting Owner's obligations regarding, a Third Party Parcel, and therefore permit City to withhold permits for such Third Party Parcel.

9.5. Estoppel Statements. Each Party agrees that upon written request from time to time of any other Party it will timely issue at no charge to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an Estoppel Statement stating:

9.5.1. Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.

9.5.2. Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).

9.5.3. That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.

- 9.5.4. That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it) to the best of the requested Party's knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.
- 9.5.5. That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, or Certificate of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

Such written statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event suggest the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

- 9.6. **Disclaimer of Benefits.** Owner disclaims the benefits of Section 163.3233, Florida Statutes. Specifically and without limitation, the Owner agrees that notwithstanding such Statute:

9.6.1. Existing and subsequently enacted (for the purposes of this Section 10.6 the term "enacted" means formal action by the City Council) laws and policies of the City shall govern the development of the Property for the duration of this Agreement.

9.6.2. The City may apply subsequently enacted laws and policies enacted by the City Council to development within the Property without the public hearing and determinations required by Section 163.3233(b), Florida Statutes.

9.6.3. Notwithstanding the foregoing, no subsequently enacted laws or policies may, except as expressly set forth herein concerning termination of this Agreement, eliminate or modify the reservation of capacity provided for in Section 4 of this Agreement.

- 9.7. **Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.

- 9.8. **Binding Effect.** The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.

- 9.9. **Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.

- 9.10. **Severability.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

- 9.11. **Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.

- 9.12. **Successors and Assigns.**

- 9.12.1. All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.
- 9.12.2. Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.
- 9.13. **Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.
- 9.14. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 9.15. **Amendment of Agreement.** This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.
- 9.16. **Gender.** As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.
- 9.17. **Effective Date.**
- 9.17.1. This Agreement shall become effective upon the occurrence of all of the following events: (1) the now-pending City Ordinance No. _____ becoming final and non-appealable; and (2) execution of this Agreement by all Parties; (3) and the recordation of the Agreement in the Public Records of Marion County, Florida.
- 9.17.2. Notwithstanding the foregoing:
- 9.17.2.1. The parties shall be obligated to perform any obligations hereunder that are required before such Effective Date; and
- 9.17.2.2. In the event this Agreement is challenged, including a challenge pursuant to Section 163.3243, Florida Statutes, within thirty (30) days of the recordation of this Agreement in the Public Records of Marion County, Florida, the obligations of the parties shall be suspended hereunder.
- 9.18. **Term.** The term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date. On the expiration date of the initial term or any succeeding term of the Agreement it shall automatically renew for additional periods of thirty (30) years, unless the Agreement has been terminated or the provisions of this Section 9.18 regarding renewal have been amended by the parties. Notwithstanding the expiration or termination of this Agreement, the provisions of Section 4 shall survive and continue to encumber the Property.

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

SEE ATTACHED SEPARATE SIGNATURE PAGES OF
CRADLE HOLDINGS, INC. AND CITY OF OCALA

**SIGNATURE PAGE OF CRADLE HOLDINGS, INC.
TO CONCURRENCY DEVELOPMENT AGREEMENT BETWEEN
CRADLE HOLDINGS, INC. AND CITY OF OCALA**

AS TO OWNER:

Witness

Print Name: _____

CRADLE HOLDINGS, INC., a Cayman Islands corporation authorized to transact business in the State of Florida

By: _____

TIM D. HAINES

Its: Vice President

Date: _____

Witness

Print Name: _____

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing **CONCURRENCY DEVELOPMENT AGREEMENT** was sworn to, subscribed to and acknowledged before me by means of ☐ physical presence or ☐ online notarization by **TIM D. HAINES**, as **Vice President** of **CRADLE HOLDINGS, INC.**, a Cayman Islands corporation authorized to transact business in the State of Florida, on behalf of the corporation.

_____ Personally known by me, OR

_____ Produced a driver's license as identification.

Dated: this _____ day of _____, 2022.

Print Name: _____

Notary Public, State of _____

Commission number: _____

Commission expires: _____

**SIGNATURE PAGE OF CITY OF OCALA
TO CONCURRENCY DEVELOPMENT AGREEMENT BETWEEN
CRADLE HOLDINGS, INC. AND CITY OF OCALA**

AS TO CITY:

CITY OF OCALA, FLORIDA, a Florida municipal corporation

By: _____

JUSTIN GRABELLE

Title: President, Ocala City Council

Date: _____, 2022

APPROVED AS TO FORM AND LEGALITY:

ROBERT BATSEL, JR.
CITY ATTORNEY

ATTEST:

ANGELA B. JACOBS, CITY CLERK

APPROVED BY THE OCALA CITY COUNCIL ON: _____, 2022.

SCHEDULE OF EXHIBITS

EXHIBIT	REFERENCE	DESCRIPTION
A	Recital A	Legal – Property
B	§2.7 & §4.2	Project PD Plan (PD)
C	§4.2	Trip Equivalency Matrix
D	§4.2	Project Trip Generation Table
E	§4.7	Intersection Improvements
F	§5.1	Proportionate Share Calculations
G	§5.1	Transportation Mitigation Schedule
H	§5.1	Right of Way Exhibit

EXHIBIT "A" – PROPERTY LEGAL

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

A PORTION OF LAND LYING IN SECTIONS 9 AND 10, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE ALONG THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 9, S.00°31'56"W., 40.16 FEET TO THE SOUTH RIGHT OF WAY LINE OF S.W. 66TH STREET PER MARION COUNTY BOARD OF COUNTY COMMISSIONERS ENGINEERING DEPARTMENT MAINTENANCE MAP AS RECORDED IN ROAD MAP BOOK 2, PAGES 37 THROUGH 41, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF S.W. 66TH STREET THE FOLLOWING TWO (2) COURSES, (1.) S.89°00'21"E., 2,643.86 FEET; (2.) THENCE S.88°51'31"E., 1,297.70 FEET TO THE EASTERLY BOUNDARY OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF S.W. 66TH STREET, ALONG SAID EASTERLY BOUNDARY S.00°33'30"W., 2,607.30 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10, THE FOLLOWING TWO (2) COURSES, (1.) S.00°25'04"W., 150.55 FEET; (2.) THENCE S.00°33'32"W., 1,174.61 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10, N.89°10'47"W., 1,309.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 10, N.89°09'56"W., 1,315.67 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10, S.00°38'06"W., 1,280.09 FEET TO THE NORTHERLY MAINTENANCE RIGHT OF WAY LINE OF S.W. 80TH STREET (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID NORTHERLY MAINTENANCE RIGHT OF WAY LINE OF S.W. 80TH STREET THE FOLLOWING SEVEN (7) COURSES, (1.) N.89°53'05"W., 1,313.62 FEET; (2.) THENCE S.00°43'59"W., 7.89 FEET; (3.) THENCE N.89°58'09"W., 2,643.80 FEET; (4.) THENCE N.89°57'43"W., 621.74 FEET; (5.) THENCE S.01°44'53"E., 0.43 FEET; (6.) THENCE N.89°53'40"W., 821.77 FEET; (7.) THENCE N.89°52'09"W., 1,098.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF S.W. 60TH AVENUE PER MARION COUNTY BOARD OF COUNTY COMMISSIONERS ENGINEERING DEPARTMENT CONSTRUCTED RIGHT OF WAY MAP, PROJECT # FY 96/97 43,200-C; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE OF S.W. 80TH STREET, ALONG SAID EASTERLY RIGHT OF WAY LINE OF S.W. 60TH AVENUE THE FOLLOWING FOUR (4) COURSES, (1.) N.36°27'25"W., 124.68 FEET; (2.) THENCE N.00°24'51"E., 1,072.30 FEET; (3.) THENCE N.00°28'46"E., 1,466.14 FEET; (4.) THENCE N.00°35'29"E., 1,154.41

FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF S.R. 200 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 36100-2521, DATED 06/14/1994 (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF S.W. 60TH AVENUE, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF S.R. 200 THE FOLLOWING THREE (3) COURSES, (1.) N.41°48'13"E., 1,380.20 FEET; (2.) THENCE N.43°22'03"W., 2.96 FEET; (3.) THENCE N.41°48'24"E., 579.14 FEET TO THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF S.W. 66TH STREET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE OF S.R. 200, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF S.W. 66TH STREET THE FOLLOWING FIVE (5) COURSES, (1) THENCE N.79°10'56"E., 20.99 FEET; (2.) THENCE S.89°48'30"E., 1,312.50 FEET; (3.) THENCE S.89°48'41"E., 84.99 FEET; (4.) THENCE S.89°47'51"E., 1,278.07 FEET; (5.) THENCE S.89°47'49"E., 1,277.93 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 1,008.97 ACRES, MORE OR LESS.

LESS AND EXCEPT PART 'B' WATER RETENTION AREA:

COMMENCE AT THE POINT OF INTERSECTION OF THE BASE LINE SURVEY OF STATE ROAD NO. 200 AND THE WEST LINE OF SECTION 9, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, SAID POINT BEING 1270.49 FEET N.00°11'53"E. OF THE WEST 1/4 CORNER OF SAID SECTION 9 AS SHOWN ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 36100-2521; THENCE N.41°33'00"E., ALONG SAID BASE LINE OF SURVEY, 500.79 FEET; THENCE S.47°45'44"E. 99.01 FEET TO A POINT ON THE NEW RIGHT OF WAY LINE OF STATE ROAD NO. 200 AS DESCRIBED AND LOCATED IN PART 'A' ABOVE, SAID POINT BEING 99.00 FEET SOUTHEASTERLY OF AS MEASURED PERPENDICULAR TO SAID BASE LINE AND ALSO BEING THE SOUTHWESTERLY CORNER OF A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION 30 FOOT STORM SEWER EASEMENT AND MAINTENANCE ROAD RIGHT OF WAY AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE CONTINUE S.47°45'44"E., ALONG THE SOUTHERLY LINE OF SAID EASEMENT 222.93 FEET; THENCE N.85°46'34"E., CONTINUING ALONG SAID SOUTHERLY EASEMENT LINE, 410.43 FEET FOR THE POINT OF BEGINNING: SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 158.16 FEET, A CENTRAL ANGLE OF 52°16'21" AND A CHORD BEARING OF N.16°51'39"E.; THENCE FROM A TANGENT BEARING OF N.09°16'32"W., RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE 144.29 FEET TO THE POINT OF TANGENCY; THENCE N.42°59'49"E. 119.59 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 81.56 FEET, A CENTRAL ANGLE OF 53°07'03" AND A CHORD BEARING OF N.69°33'21"E; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, 75.61 FEET TO A POINT OF NON-TANGENCY; THENCE S.58°17'34"E. 299.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 254.02 FEET, A CENTRAL ANGLE OF 72°57'02" AND A CHORD BEARING OF S.39°00'17"W; THENCE FROM A TANGENT BEARING OF S.02°31'46"W., RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 323.42 FEET TO A POINT OF NON-TANGENCY; THENCE S.86°05'47"W. 50.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 338.62 FEET, A CENTRAL ANGLE OF 43°57'44" AND A CHORD BEARING OF N.53°56'40"W; THENCE FROM A TANGENT BEARING OF N.75°55'32"W., RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 259.82 FEET TO A POINT OF NON-TANGENCY AND THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT 25' PARCEL:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY BOUNDARY OF PARCEL 1 WITH THE EASTERLY RIGHT-OF-WAY OF STATE ROAD 200, THENCE RUNNING EASTERLY ALONG THE NORTHERN BOUNDARY OF PARCEL 1 A DISTANCE OF 2010 FEET, THENCE SOUTH 25.0 FEET, THENCE WESTERLY ON A LINE 25 FEET SOUTH OF, AND PARALLEL TO, THE NORTHERLY BOUNDARY OF PARCEL 1 TO THE EASTERLY RIGHT-OF-WAY OF STATE ROAD 200, THENCE NORTHEASTERLY ALONG THE EASTERLY BOUNDARY OF STATE ROAD 200 TO THE POINT OF COMMENCEMENT. SAID LANDS CONTAINING 1.15 ACRES, MORE OR LESS.

ALSO LESS AND EXCEPT JAGUAR – LANDROVER OF OCALA:

(PER OFFICIAL RECORDS BOOK 6728, PAGE 1041)

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

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE ALONG THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 9, S.00°31'56"W., 40.16 FEET TO THE SOUTH RIGHT OF WAY LINE OF S.W. 66 STREET PER MARION COUNTY BOARD OF COUNTY COMMISSIONERS ENGINEERING DEPARTMENT MAINTENANCE MAP AS RECORDED IN ROAD MAP BOOK 2, PAGES 37 THROUGH 41, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF S.W. 66TH STREET THE FOLLOWING FIVE (5) COURSES, (1.) N.89°47'49"W., 1,277.93 FEET; (2.) THENCE N.89°47'51" W., 1278.08 FEET; (3.) THENCE N.89°48'41"W., 84.99 FEET; (4.) THENCE N.89°48'30"W., 1,312.50 FEET; (5.) THENCE S.79°10'56"W., 20.99 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF S.R. 200 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 36100-2521, DATED 06/14/1994 (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF S.W. 66TH STREET, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF S.R. 200, S.41°48'24"W., 415.75 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE OF S.R. 200, S.48°43'58"E., 573.43 FEET; THENCE S.41°16'02"W., 211.13 FEET TO THE BEGINNING OF A NON- TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 19°50'32", AND A CHORD BEARING AND DISTANCE OF N.70°18'23"W., 161.95 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 162.77 FEET TO A POINT OF TANGENCY; THENCE N.80°13'39"W., 150.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 32°01'52", AND A CHORD BEARING AND DISTANCE OF N.64°12'43"W., 204.16 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 206.85 FEET TO A POINT OF TANGENCY; THENCE N.48°11'47"W., 98.88 FEET TO THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF S.R. 200; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF S.R. 200 THE FOLLOWING THREE (3) COURSES, (1.) N.41 °48'13"E., 239.03 FEET; (2.) THENCE N.43°22'03"W., 2.96 FEET; (3.) THENCE N.41°48'24"E., 163.39 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT MARION COUNTY SCHOOL BOARD PARCEL:

(PER OFFICIAL RECORDS BOOK 7196, PAGE 953)

A PORTION OF THE N.W. 1/4 OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH BOUNDARY OF THE N.W. 1/4 OF SAID SECTION 10, S.89°07'24"E., A DISTANCE OF 1644.73 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°52'36"E., A DISTANCE OF 158.53 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF S.W. 49TH AVENUE (BEING A 120 FOOT PROPOSED RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING. THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, N.30°08'30"W., A DISTANCE OF 1166.50 FEET; THENCE N.29°51'30"E., A DISTANCE OF 438.57 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF A 120 FOOT PROPOSED RIGHT OF WAY, SAID POINT BEING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2023.00 FEET, A CENTRAL ANGLE OF 35°53'04" AND A CHORD BEARING AND DISTANCE OF S.48°05'02"E., 1246.40 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND PROPOSED RIGHT OF WAY, A DISTANCE OF 1267.01 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID PROPOSED RIGHT OF WAY, S.30°08'30"E., A DISTANCE OF 200.00 FEET TO A POINT ON AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF S.W. 49TH AVENUE; THENCE DEPARTING SAID SOUTHWESTERLY PROPOSED RIGHT OF WAY, ALONG THE NORTHERLY RIGHT OF WAY LINE OF S.W. 49TH AVENUE, S.59°51'30"W., A DISTANCE OF 763.78 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT S.W. 49TH AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 6933, PAGE 1892, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

PHASE 3, RIGHT OF WAY

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SECTION 9 AND SECTION 10, TOWNSHIP 16 SOUTH, RANGE 21 EAST OF THE TALLAHASSEE BASE MERIDIAN, MARION COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 21 EAST;

THENCE, SOUTH 89°00'43" EAST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 971.97 FEET; THENCE, LEAVING THE NORTH LINE OF SAID SECTION 10, SOUTH 00°59'17" WEST A DISTANCE OF 87.09 FEET TO THE SOUTH LINE OF SW 66th STREET AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING SOUTH 87°23'32" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 162.65 FEET TO A POINT; THENCE, LEAVING SAID SOUTH LINE, BEARING SOUTH 46°20'21" WEST, A DISTANCE OF 5.95 FEET TO A POINT; THENCE, BEARING SOUTH 02°36'28" WEST, A DISTANCE OF 169.52 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,988.00 FEET, A CENTRAL ANGLE

OF 01°09'09", A CHORD LENGTH OF 39.99 FEET, A CHORD BEARING OF SOUTH 03°11'02" WEST; THENCE, SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.99 FEET TO A POINT; THENCE, BEARING SOUTH 18°34'43" WEST, A DISTANCE OF 53.48 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,975.00 FEET, A CENTRAL ANGLE OF 10°47'19", A CHORD LENGTH OF 371.34 FEET, A CHORD BEARING OF SOUTH 10°39'16" WEST; THENCE, SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 371.89 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2,148.00 FEET, A CENTRAL ANGLE OF 43°48'34", A CHORD LENGTH OF 1,602.69 FEET, A CHORD BEARING OF SOUTH 37°57'13" WEST; THENCE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,642.41 FEET TO A POINT; THENCE, BEARING SOUTH 59°51'30" WEST, A DISTANCE OF 1,162.73 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,018.00 FEET, A CENTRAL ANGLE OF 59°17'48", A CHORD LENGTH OF 1,996.51 FEET, A CHORD BEARING OF SOUTH 30°12'36" WEST; THENCE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2,088.48 FEET TO A POINT; THENCE, BEARING SOUTH 00°33'42" WEST, A DISTANCE OF 889.42 FEET TO A POINT; THENCE, BEARING SOUTH 89°35'51" EAST, A DISTANCE OF 592.39 FEET TO A POINT; THENCE, BEARING SOUTH 00°37'39" WEST, A DISTANCE OF 38.70 FEET TO A POINT ON THE NORTH LINE OF SW 80th STREET; THENCE, BEARING NORTH 89°39'53" WEST, ALONG SAID NORTH LINE OF SW 80th STREET, A DISTANCE OF 1313.58 FEET TO A POINT ON THE EAST LINE OF SECTION 9, TOWNSHIP 16 SOUTH, RANGE 21 EAST; THENCE CONTINUE ALONG SAID NORTH LINE OF SW 80th STREET, BEARING SOUTH 89°53'56" WEST, A DISTANCE OF 396.97 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE, BEARING NORTH 00°06'04" WEST, A DISTANCE OF 27.82 FEET TO A POINT; THENCE, BEARING NORTH 88°06'24" EAST, A DISTANCE OF 397.39 FEET TO A POINT; THENCE, BEARING SOUTH 89°35'51" EAST, A DISTANCE OF 583.47 FEET TO A POINT; THENCE, BEARING NORTH 00°33'42" EAST, A DISTANCE OF 259.04 FEET TO A POINT; THENCE, BEARING NORTH 15°08'09" EAST, A DISTANCE OF 51.66 FEET TO A POINT; THENCE, BEARING NORTH 00°33'42" EAST, A DISTANCE OF 580.76 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,143.00 FEET, A CENTRAL ANGLE OF 59°17'48", A CHORD LENGTH OF 2,120.18 FEET, A CHORD BEARING OF NORTH 30°12'36" EAST; THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2,217.84 FEET TO A POINT; THENCE, BEARING NORTH 59°51'30" EAST, A DISTANCE OF 1,162.73 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2,023.00 FEET, A CENTRAL ANGLE OF 43°48'34", A CHORD LENGTH OF 1,509.42 FEET, A CHORD BEARING OF NORTH 37°57'13" EAST; THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,546.83 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A COMPOUND CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,850.00 FEET, A CENTRAL ANGLE OF 13°26'28", A CHORD LENGTH OF 433.00 FEET, A CHORD BEARING OF NORTH 09°19'42" EAST; THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 433.99 FEET TO A POINT; THENCE, BEARING NORTH 02°36'28" EAST, A DISTANCE OF 154.44 FEET TO A POINT; THENCE, BEARING NORTH 44°03'53" WEST, A DISTANCE OF 28.23 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 875,199 SQUARE FEET OR 20.09 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

K:\OCA_Civil\142733001 - Windy Oaks Commercial\CADD\PlanSheets\PO Plan\0002 CONCEPT PLAN.dwg, Layout:0002 OVERALL PLAN Apr 06, 2021 Darryl.Courtney
XREFS: xBoard=PO-142733001 iht=address-oas DrawingData xBase=PO-142733001 xAerial=142733001 xFEMA=2016-142733001 142733001-ldar xBase=MSF-142733001

This document, together with the concepts and designs presented herein, as an instrument of service, 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 Kinley-Horn and Associates, Inc. shall be without liability to Kinley-Horn and Associates, Inc.

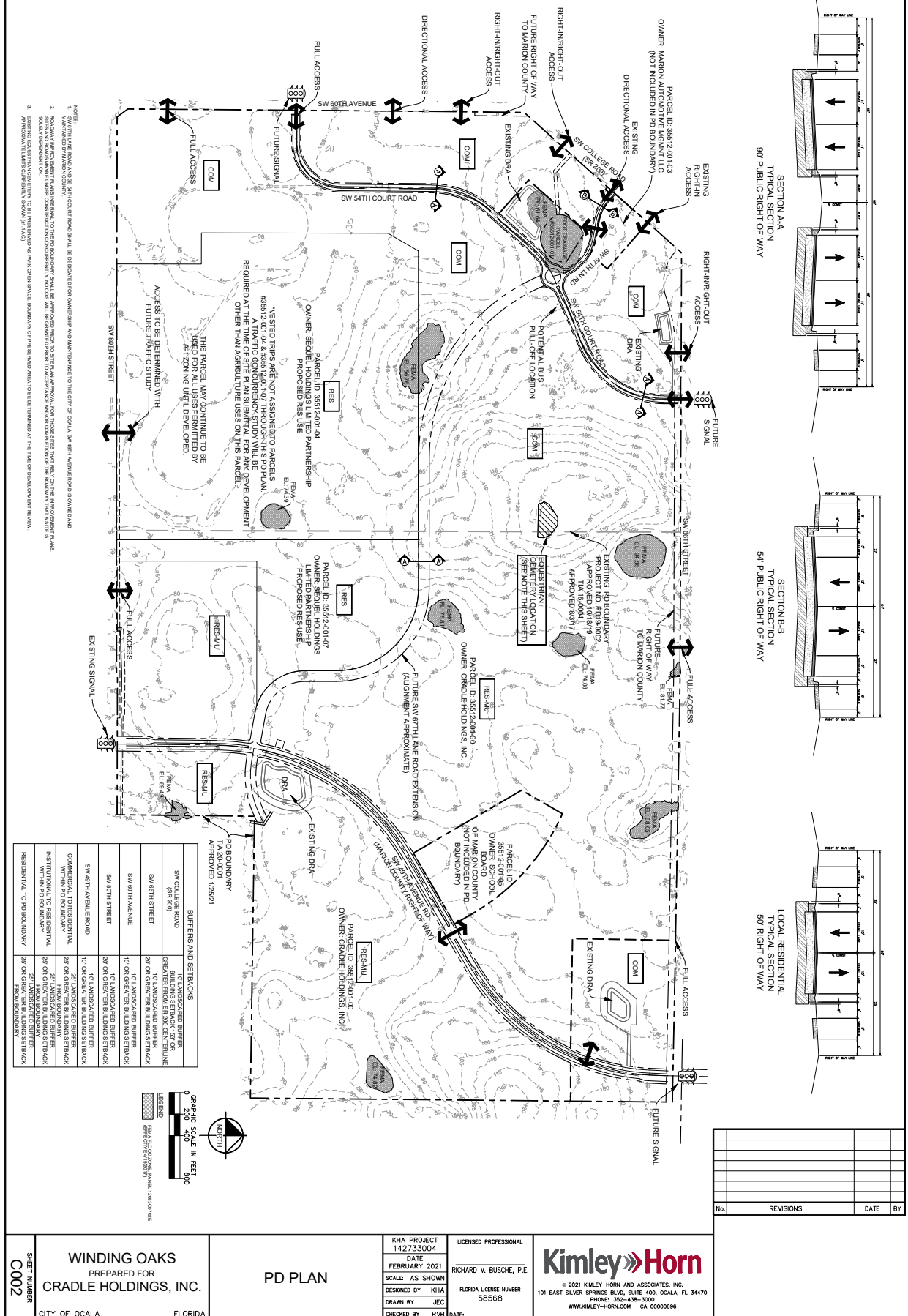


Exhibit C - Land Use Trip Equivalency Matrix

[1]: Trip Rate based upon ITE <i>Trip Generation, Tenth Edition</i> , p.m. peak-hour trip generation rates as follows:	
Single-Family	Obtained using the Trip Generation equation for ITE LUC 210 and the approved trip generation for the project.
Multi-Family	Obtained using the Trip Generation equation for ITE LUC 221 and the approved trip generation for the project.
Assisted Living Facility	Obtained using the Trip Generation rate for ITE LUC 254.
Educational	Obtained using the Trip Generation rate for ITE LUC 540.
Office	Obtained using the Trip Generation equation for ITE LUC 710 and the approved trip generation for the project.
Medical-Dental Office	Obtained using the Trip Generation rate for ITE LUC 720.
Commercial Retail (West)	Based on the approved PD.
Commercial Retail (East)	Obtained using the Trip Generation equation for ITE LUC 820 and the approved trip generation for the project.

[12]: New is based upon the Internal Capture and Pass-by Capture = $(1 - (C\%)) * (1 - PB\%)$. An internal capture of 26 % was applied for residential uses, 31% for office uses, and 22% for retail uses based on the trip generation for the overall site. Pass-by was applied to the shopping center land use consistent with the trip generation approved for the proposed development program.

Exhibit D - Trip Generation Table

Exhibit D: Trip Generation Table

Land Use	Intensity	Daily Trips	PM Peak Hour of Adjacent Street		
			Total	In	Out
Proposed Development					
Single-Family Detached Housing	2,068 DU	16,875	1,861	1,172	689
Multifamily Housing (Mid-Rise)	1,080 DU	5,884	435	265	170
Automobile Sales	60,000 SF	1,643	130	52	78
Super Convenience Market/ Gas Station	20 VFP	4,610	459	230	229
Commercial Retail - West	390,000 SF	15,169	1,488	714	774
Commercial Retail - East	200,000 SF	9,632	908	436	472
General Office Building	416,000 SF	4,229	441	71	370
	<i>Subtotal</i>	<i>58,042</i>	<i>5,722</i>	<i>2,940</i>	<i>2,782</i>
Internal Capture	Daily AM PM				
Residential	23% 2% 26%	5,200	588	411	177
Office	30% 10% 31%	1,250	137	56	81
Retail	18% 4% 22%	5,704	643	217	426
	<i>Subtotal</i>	<i>12,154</i>	<i>1,368</i>	<i>684</i>	<i>684</i>
Pass-By Traffic	Daily AM PM				
Shopping Center - West	34% 34% 34%	4,210	397	190	207
Shopping Center - East	34% 34% 34%	2,673	242	116	126
Super Convenience Market/Gas Station	56% 62% 56%	2,582	257	129	128
10% of Adjacent Side-Street Traffic ³	10%	9,170	786	382	404
	<i>Subtotal</i>	<i>9,170</i>	<i>786</i>	<i>382</i>	<i>404</i>
Driveway Volumes		45,888	4,354	2,256	2,098
NET NEW TRIPS (FULL WINDING OAKS DEVELOPMENT)		36,718	3,568	1,874	1,694
RESERVED NET NEW TRIPS (PER 2017 CONCURRENCY AGREEMENT)		19,256	1,767	819	948
TOTAL NET NEW TRIPS FOR 2020 PD CONCURRENCY STUDY		17,462	1,801	1,055	746
<p>Note 1: Trip Generation is calculated using the following data from ITE's Trip Generation, 10th Edition.</p> <p>Note 2: The internal capture between the different uses is calculated using ITE's Trip Generation Manual 3rd Edition.</p> <p>Note 3: Adjacent side-street traffic volumes are those on SR 200, SW 60th Avenue, SW 66th Street from the FDOT Florida Traffic Online website and design traffic projections for SW 49th Avenue.</p>					

Exhibit "E"

Exhibit E - Intersection Improvements Needed for 2040 Project Traffic Buildout

Intersection	Intersection Improvements Needed for Addition of Project Traffic Under 2040 Buildout Conditions
SR 200 & SW 60th Ave	Second Northbound Left-turn Lane on SW 60th Avenue Second Southbound Left-turn Lane on SW 60th Avenue
SR 200 & SW 66th St	Second Northbound Left-turn Lane on SW 66th Avenue Second Westbound Left-turn Lane on SR 200
CR 475A & SW 66th St	Exclusive Westbound Right-turn Lane
SR 200 & SW 42nd St	Additional eastbound through lane
SR 200 & SW 38th Ct	Additional westbound through lane
SW 49th Ave & SW 42nd St	Northbound right-turn overlap phase
SW 49th Ave & SW 66th St	Second northbound left-turn lane
SW 49th Ave & SW 80th St	Eastbound-westbound split phasing

EXHIBIT "F"

Exhibit F - Proportionate Share Calculation

Intersection	Mitigation Required Project Traffic Buildout Conditions ⁽¹⁾										
	Improvement	Length of Improvement	Construction Cost per Mile	Construction Cost of Imp.	Design & Survey (11%)	Right-of-way Cost ⁽³⁾	CEI Cost (11%)	Total Cost of Improvement	Proportionate Share	Proportionate Share Cost Per Improvement	Proportionate Share Cost per Intersection
SR 200 at SW 60th Avenue	Second Northbound Left Turn Lane	0.1	\$ 1,845,605	\$ 664,560	\$ 73,102	\$ 172,200	\$ 73,102	\$ 983,000	100.00%	\$ 983,000	\$ 1,269,200
	Second Southbound Left Turn Lane	0.1	\$ 1,845,605	\$ 184,560	\$ 20,302	--	\$ 20,302	\$ 225,200	100.00%	\$ 225,200	
	Signal modifications	1	\$ 50,000	\$ 50,000	\$ 5,500	--	\$ 5,500	\$ 61,000	100.00%	\$ 61,000	
SR 200 at SW 66th Street	Second Northbound Left Turn Lane	0.1	\$ 1,845,605	\$ 184,560	\$ 20,302	--	\$ 20,302	\$ 225,200	100.00%	\$ 225,200	\$ 669,700
	Second Westbound Left Turn Lane	0.1	\$ 1,845,605	\$ 184,560	\$ 20,302	--	\$ 20,302	\$ 225,200	100.00%	\$ 225,200	
	Second EB/SB Receiving Lane on SW 66th St	0.25	\$ 519,031	\$ 129,758	\$ 14,273	--	\$ 14,273	\$ 158,300	100.00%	\$ 158,300	
	Signal modifications	1	\$ 50,000	\$ 50,000	\$ 5,500	--	\$ 5,500	\$ 61,000	100.00%	\$ 61,000	
CR 475A at SW 66th Street	Exclusive Westbound Right Turn Lane	0.1	\$ 1,845,605	\$ 184,560	\$ 20,302	--	\$ 20,302	\$ 225,200	48.45%	\$ 109,109	\$ 109,109
SR 200 at SW 42nd/SW 43rd Street	Additional Eastbound Through Lane	0.5	\$ 2,976,638	\$ 1,488,319	\$ 163,715	\$ 892,991	\$ 163,715	\$ 2,708,700	100.00%	\$ 2,708,700	\$ 2,708,700
SR 200 at SW 38th Court	Additional Westbound Through Lane	0.5	\$ 2,976,638	\$ 1,488,319	\$ 163,715	\$ 892,991	\$ 163,715	\$ 2,708,700	95.19%	\$ 2,578,412	\$ 2,578,412
SW 49th Avenue at SW 42nd Street	Protected-permissive northbound right-turn overlap phase	1	\$ 50,000	\$ 50,000	\$ 5,500	--	\$ 5,500	\$ 61,000	100.00%	\$ 61,000	\$ 61,000
SW 49th Avenue at SW 66th Street	Second northbound left-turn lane	0.1	\$ 1,845,605	\$ 184,560	\$ 20,302	--	\$ 20,302	\$ 225,200	100.00%	\$ 225,200	\$ 225,200
SW 49th Avenue at SW 80th Street	Eastbound/Westbound split phasing	1	\$ 10,000	\$ 10,000	\$ 1,100	--	\$ 1,100	\$ 12,200	100.00%	\$ 12,200	\$ 12,200
Roadway Segment	Mitigation Required for Project Traffic Buildout Conditions ⁽¹⁾										
	Improvement	Length of Improvement	Construction Cost per Mile	Construction Cost of Imp.	Design & Survey (11%)	Right-of-way Cost (60%)	CEI Cost (11%)	Total Cost of Improvement	Proportionate Share	Proportionate Share Cost Per Improvement	Proportionate Share Cost per Road Segment
SW 42nd Street - from SW 27th Ave to SW 7th Ave	Widen to Six Lanes	1.69	\$ 3,210,492	\$ 5,425,731	\$ 596,830	\$ 3,255,439	\$ 596,830	\$ 9,874,830	7.17%	\$ 708,025	\$ 708,025
Total Estimated Winding Oaks Proportionate Share Cost											\$ 8,341,546
Notes: (1) Includes only the mitigation beyond the improvements noted in the 'Future Background' traffic scenario. (2) Construction Cost per Mile is from the FDOT Long Range Estimating System Cost Per Mile Models. A 70% factor was applied to the roadway construction for SW 42nd Street based on information from recent Marion County projects. (3) Right-of-way cost for northbound left-turn lane on SW 60th Avenue at SR 200 is based on appraisals or recent sales for Winding Oaks property. Right-of-way costs for SR 200 were based on the Marion County Transportation Impact Fee Report (60% of construction). No Right-of-way cost shown for other intersection improvements because right-of-way is available from the Winding Oaks property or not required for improvement. (4) CEI and Design and Survey cost percentages are from the Marion County Transportation Impact Fee Study (June 2015). (5) A cost of \$240,000 / pole utility relocation was added for the SR 200 at SW 60th Avenue northbound left-turn lane (2 poles = \$480,000 total). A total of \$50,000 was added to the intersection for signal improvements.											

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EXHIBIT "G"

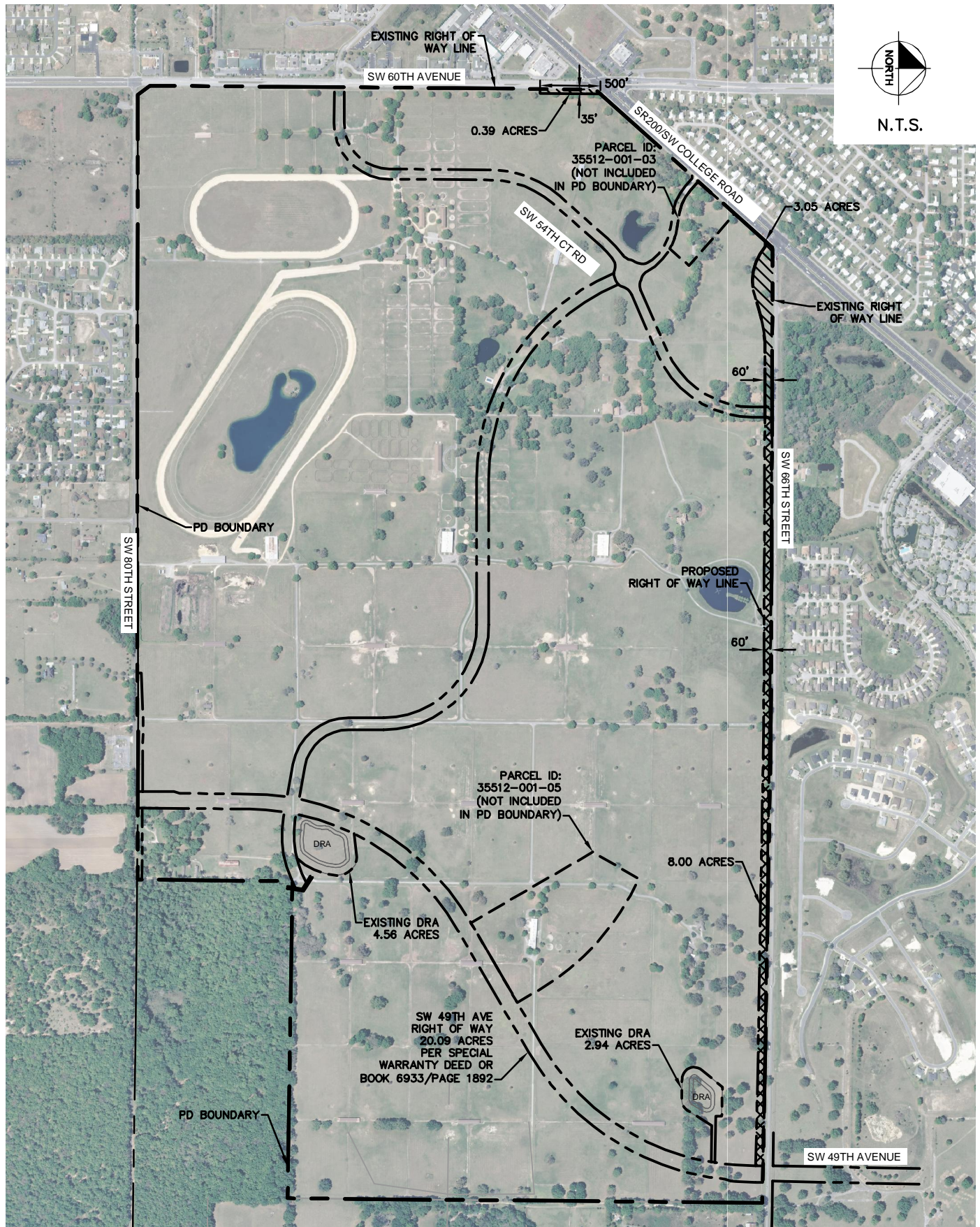
Exhibit G - Transportation Mitigation Schedule

Required Transportation Improvement	Projected Generated PM Peak Hour Trips	Percentage of Full Development Program	Proportionate Share Contribution Required	Facility Ownership	Mitigation, Subject to Impact Fee Credit
SW 66th St at CR 475A - exclusive westbound right-turn lane	143 trips	4.0%	\$ 553,609	County	1. SW 66th Street Right-of-way dedication = \$1,067,500
SR 200 at SW 66th St - Second westbound left-turn lane on SR 200				FDOT	
SW 66th St at SR 200 - Second northbound left-turn lane on SW 66th St	373 trips	10.5%	\$ 225,200	County	
SW 60th Ave at SR 200 - Second southbound left-turn lane on SW 60th Ave	578 trips	16.2%	\$ 286,200	County	2. SW 60th Avenue Right-of-way dedication = \$195,000 Cash Contribution = \$785,509
SW 60th Ave at SR 200 - Second northbound left-turn lane on SW 60th Ave	800 trips	22.4%	\$ 983,000	County	
SW 42nd Street - Widen to six lanes	1,414 trips	39.6%	\$ 708,025	City	3. Cash Contribution = \$708,025
SW 42nd Street at SR 200 - Additional Eastbound Through Lane	2,810 trips	78.8%	\$ 2,708,700	FDOT	4. SW 49th Ave & SW 66th St Right-of-way dedication = \$1,245,650 Cash Contribution = \$1,463,050
SW 38th Avenue at SR 200 - Additional Westbound Through Lane	3,063 trips	85.8%	\$ 2,578,412	FDOT	5. Cash Contribution = \$2,578,412
SW 49th Avenue at SW 66th Street - Second northbound left-turn lane	3,314 trips	92.9%	\$ 225,200	County	6. Cash Contribution = \$298,400
SW 49th Avenue at SW 42nd Street - Protected-permissive northbound right-turn overlap phase	3,568 trips	100.0%	\$ 61,000	County	
SW 49th Avenue at SW 80th Street - Eastbound/Westbound split phasing			\$ 12,200	County	

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Right-of-Way Dedication

Location	Acreage	Value / Acre	Total Value
SW 66th Street, SR 200 to SW 54th Ct Rd	3.05	\$350K / Acre	\$ 1,067,500
SW 60th Avenue at SR 200	0.39	\$500K / Acre	\$ 195,000
SW 66th Street, SW 54th Ct Rd to SW 49th Ave	8.0	\$35K / Acre	\$ 280,000
SW 49th Avenue, per Deed recorded in OR Book 6933, Page 1892	20.09	\$35K / Acre	\$ 703,150
SW 49th Avenue Drainage Retention Areas	7.5	\$35K / Acre	\$ 262,500
Total Value of Right-of-Way Dedication			\$ 2,508,150



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 stipulation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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XREFS: kh-address-oca DrawingData xAerial-142733001 xSurvey-Subdivision Plan-142733001 xLidar address xAerial-142733001

DATE 11/02/2021 PROJECT NO. 142733006 SHEET NUMBER EX-01	WINDING OAKS PD EXHIBIT H RIGHT-OF-WAY EXHIBIT	SCALE DESIGNED BY KHA DRAWN BY DSC CHECKED BY ALG	DESIGN ENGINEER: AMBER L. GARTNER PE FLORIDA P.E. LICENSE NUMBER: 72294 DATE:	 © 2021 KIMLEY-HORN AND ASSOCIATES, INC. 101 EAST SILVER SPRINGS BLVD, SUITE 400, OCALA, FL 34470 PHONE: 352-438-3000 WWW.KIMLEY-HORN.COM REGISTRY NO. 696
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