

Rec. \$ _____

This Instrument Prepared by:
Fred N. Roberts, Jr.
Klein & Klein, LLC
40 SE 11th Avenue
Ocala, FL 34471

Return to:
City of Ocala
Growth Management Department
Attn: Karen Cupp
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("Agreement") is executed by the Parties as of the ____ day of _____, 2023 (the "Effective Date"), is entered into by and between:

- **CITY OF OCALA**, a Florida municipal corporation ("City");
- **31st STREET, LLC**, a Florida limited liability company ("Owner"); and
- **IMPACT DEVELOPMENT PARTNERS, LLC**, a Georgia limited liability company ("Developer").

RECITALS:

- A.** Owner owns a parcel of real property located in Marion County, Florida (the "County"), also located within the jurisdictional boundaries of the City, being more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Property").
- B.** Developer intends to develop the Property as a planned development containing approximately two hundred sixty (260) multifamily units, amenity buildings, and other accessory structures (the "Project").
- C.** Developer retained Kimley-Horn and Associates, Inc., consulting engineers, to prepare a Traffic Impact Analysis ("Traffic Study") of the effect on transportation facilities of the proposed development of the Project based upon a methodology reviewed and approved by the City, County and the Ocala/Marion County Transportation Planning Organization ("TPO"). The Traffic Study dated October 2023 and approved by the City on [REDACTED], has been reviewed and approved by City. The final approved Traffic Study, as revised, is by this reference incorporated into the terms of this Agreement.
- D.** The Traffic Study established that certain intersections currently have operational deficiencies or crash history as a result of current and future background traffic not related to development of the Project, as determined by the Traffic Study (the "Deficient Facilities").
- E.** City has determined certain improvements or modifications to the Transportation Facilities are necessary to be constructed to remedy the Deficient Facilities.

- F. In connection with the development of the Project on the Property and other traffic improvements recommended by the Traffic Study, Developer has agreed to construct the Traffic Improvements, subject to the terms and conditions hereof.
- G. Developer and City wish to memorialize the terms of their agreements relating to the Traffic Improvements and the Project.

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 Agreement, including any Exhibits attached hereto, as the same may be subsequently amended, modified or supplemented pursuant to its’ terms and provisions.
 - 2.2 “*City*”— City of Ocala, a Florida municipal corporation.
 - 2.3 “*City’s CMS*”— City’s Concurrency Management System, as codified in Chapter 86 of the City Code.
 - 2.4 “*City Code*”— Code of Ordinances of the City of Ocala, Florida.
 - 2.5 “*Constructing Party*”— A Party that undertakes design, permitting and construction of the Traffic Improvements, or of a portion thereof.
 - 2.6 “*Effective Date*”— The date or effective date of this Agreement is the date upon which City or Developer last signs this Agreement. [The last party executing this Agreement is authorized to fill in the Effective Date in the blank therefore in the first paragraph of this Agreement.]
 - 2.7 “*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 Traffic Improvements (as defined below)
 - 2.8 “*Plans and Specifications*”— Those certain conceptual plans for the Traffic Improvements attached hereto as **Exhibit B**; notwithstanding the foregoing, for the purposes herein the final approved construction drawings for the Traffic Improvements as reviewed and approved by the City and Developer shall thereafter be the Plans and Specifications for the purposes hereof.
 - 2.9 “*Property*”— That certain real property more particularly described and depicted on **Exhibit A** attached hereto.
 - 2.10 “*Project*”— The development of the Property planned development containing approximately two hundred sixty (260) multifamily units or any other new use or uses authorized by this Agreement that does not exceed the PM peak hour trip equivalent of 260 multi-family residential units.

- 2.11 “Party” or “Parties”— As applicable, either Owner, Developer or City or all of Owner, Developer and City. A “Party” shall be deemed to include any third party successor by conveyance or otherwise to Owner or Developer as the owner of any portion of the Property.
- 2.12 “*Transportation Mitigation*” – The Traffic Improvements to be constructed or modified pursuant hereto, inclusive of the expended out of pocket costs incurred by the Developer in constructing the Traffic Improvements, designing the Traffic Improvements and/or obtaining the Traffic Improvement Permits.
- 2.13 “*Traffic Study*”— Collectively the Traffic Impact Analysis dated October 2023, prepared by Kimley-Horn and Associates, Inc. (“KHA”), consulting traffic engineers, regarding the Property as stated in Recital C. The Traffic Study has been: (i) prepared in accordance with the methodology agreed to by City; and (ii) reviewed, approved, and accepted by City on _____.
- 2.14 “*Traffic Improvements*”— Collectively the improvements to the Transportation Facilities as set forth in Section 4.1.3.
- 2.15 “*Transportation Facilities*” – All public roads, streets, or highways (collectively the “Roadway Segments”), and intersections (“Intersections”) studied pursuant to the Traffic Study.

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.** Owners represent and warrant to City that:

- 3.1.1 Owner is a validly existing Florida limited liability company authorized to do business in the State of Florida.
- 3.1.2 Developer is a validly existing Georgia limited liability company authorized to do business in the State of Florida.
- 3.1.3 Owners have taken all actions prerequisite necessary for the execution and delivery of this Agreement, and upon the execution and delivery of this Agreement by Owners the obligations of Owners hereunder shall be valid and binding obligations of Owners. The entities or individuals executing this Agreement on behalf of Owners are duly authorized representatives for Owners, authorized to execute this Agreement in their respective capacities as set forth below.
- 3.1.4 Owner is, or was at the relevant times, the legal and equitable owner of the Property.
- 3.1.5 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 Owners.

3.2 **City Representations and Warranties.** City represents and warrants to Owners that:

- 3.2.1 The actions by City hereunder are consistent with 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.

4. **Traffic Improvements.**

4.1 **Traffic Study; Deficient Facility; Agreed Upon Traffic Improvements.** The Traffic Study established that, based upon the buildout of background projects and prior to development of the Project, certain intersections do not operate compliant with its specified level of service, the City has otherwise determined that there are operational deficiencies, or there is a crash history that requires improvement.

4.1.1 The Traffic Study established the following Transportation Facilities within the applicable study area as being currently deficient prior to the development of the Project (collectively, the "Deficient Facilities"):

- (a) The existing length of the left turn lane of the eastbound portion of SE 31st Street at the intersection with SE 19th Avenue; and
- (b) The level of service and crash history involving the southbound left-turn movement on SE 24th Road at the full median access with SE 31st Street;

4.1.2 The Parties expressly acknowledge and agree that the Deficient Facilities exceed level of service standards or have preexisting operational issues, have and, as to Deficient Facility (b), has a crash history necessitating improvement prior to development of the Project and therefore mitigation is not required in connection with the Project.

4.1.3 City has determined, in conjunction with the Traffic Study, that those traffic improvements listed below and substantially shown on the Plans and Specifications are needed to mitigate the existing Deficient Facilities (collectively, the "Traffic Improvements"):

4.1.3.1 Lengthening of the eastbound left-turn lane on SE 31st Street at the lighted intersection with SE 19th Avenue to be approximately 325 feet long; and

4.1.3.2 Restricting the southbound left-turn movements on SE 24th Road at SE 31st Street by constructing a directional median at the intersection such that the intersection of SE 24th Road at SE 31st Street shall be a right-in, right-out, left-in intersection.

4.2 **Construction of Traffic Improvements.**

4.2.1 The Parties acknowledge and agree that the Traffic Improvements are intended to be completed in substantial accordance with the Plans and Specifications. The Parties further agree that the precise design and construction of the Traffic Improvements may be altered, modified or revised upon the mutual agreement of the Developer and City, which agreement shall not be unreasonably conditioned, withheld or delayed. Should the City and Developer disagree regarding any material aspects of the design

or construction of the Traffic Improvements, the Plans and Specifications shall control.

- 4.2.2** Developer shall be responsible for obtaining all applicable permitting and governmental approvals relating to the Traffic Improvements (the “Traffic Improvements Permits”). The Parties shall cooperate in good faith to diligently obtain or issue all applicable Traffic Improvements Permits. To the extent that any permits or approvals for the Traffic Improvements must be obtained or consented to by City, City shall cooperate in doing so and agrees to be listed as the permittee if applicable. City shall inspect the Traffic Improvements during construction and be provided access to all work and testing reports. Construction shall adhere to the requirements of the City Improvements Permits and the City Code in effect at the time such construction occurs.
- 4.2.3** Once commenced, Developer shall thereafter, diligently and without interruption or delay, subject to Force Majeure, pursue completion of the construction of the Traffic Improvements in accordance with the Plans and Specifications.
- 4.2.4** Upon completion of construction of the Traffic Improvements, Developer shall provide to City a notice of completion (the “Completion Notice”), which Completion Notice shall be accompanied by the following items (the “Completion Materials”):
- (a) As Built Survey(s) of the Traffic Improvements.
 - (b) Testing results of the Traffic Improvements, signed and sealed by a professional authorized by applicable governmental agency to sign such work;
 - (c) Certification from a licensed civil engineer that the Traffic Improvements have been completed in substantial accordance with the Plans and Specifications, as modified pursuant hereto; and
 - (d) Itemized breakdown of costs together with copies of invoices, payments to all contractors, subcontractors, vendors and materialmen and copies of lien releases from each contractor, subcontractor, vendor, and materialman providing services in connection with the Traffic Improvements.
- 4.2.5** City shall within thirty (30) days from receipt of the Completion Notice and Completion Materials inspect the Traffic Improvements and Traffic Improvements costs to confirm that they have been constructed in accordance with the requirements of this Agreement and all applicable permits, and provide notice of their determination to the other parties. City’s failure to respond within 30 days from receipt of the Completion Notice shall be deemed to constitute City’s approval thereof, and a Final Completion Acknowledgement shall be deemed delivered on such 30th day. If such notice sets forth deficiencies in Traffic Improvements (each as “Deficiency Notice”), City and the Constructing Party shall work in good faith to agree upon the nature of the deficiencies in the Traffic Improvements (each a “Deficiency” and, if more than one, collectively the “Deficiencies”), the appropriate remedy for Deficiencies, and thereafter Constructing Party shall work diligently to cure said Deficiencies until completion. Upon completion of remedying the Deficiencies, the Constructing Party shall provide to City written notice of Completion (a “Subsequent Completion Notice”) with updated Completion Materials and City shall have 15 days from receipt thereof to inspect and make a reasonable determination as to completion. At such time as City has determined that all Traffic Improvements have been fully completed

in substantial accordance with the requirements of this Agreement and the Traffic Improvements Permits, City shall provide written notice of such final completion (the "Final Completion Acknowledgment") within 10 days of such determination by City. City's failure to respond within 25 days from receipt of a Subsequent Completion Notice shall be deemed to constitute City's approval thereof, and a Final Completion Acknowledgement shall be deemed delivered on such 25th day. Upon Final Completion Acknowledgement, City be deemed to have accepted the Traffic Improvements and shall thereafter be responsible for maintenance thereof.

- 4.2.6 In the event that after good faith negotiations for not less than 45 days from a Deficiency Notice, City and Constructing Party are unable to come to an agreement regarding the nature of or appropriate remedy for any Deficiencies, then City and Constructing Party shall submit the matter to binding arbitration pursuant to the terms of this paragraph. City and the Constructing Party shall either agree upon a civil engineer licensed in the State of Florida to arbitrate the matter, or shall agree to some other third party to arbitrate the matter or, in the event City and Constructing Party cannot agree upon an arbitrator, each Party shall select an engineer licensed in the State of Florida to serve as that Party's arbitrator and the licensed engineers so selected shall select a third party, who may or may not be a licensed engineer in the State of Florida, said engineers so selected and said third party so selected to serve as a panel of arbitrators. The matter shall be submitted for binding arbitration to the arbitrator or panel of arbitrators so selected. The arbitrator or panel of arbitrators shall determine whether the Deficiencies exist and, if so, the appropriate remedy for such Deficiencies. The determination of the arbitrator or panel of arbitrators shall be final and binding upon the City and Constructing Party.

4.3 City's Right to Construction.

- 4.3.1 Subject to the limitations hereof, Developer or, as and to the extent permitted hereby another Constructing Party, shall design, permit and construct the Traffic Improvements.
- 4.3.2 Owner and Developer hereby acknowledge that the Traffic Improvements, as may be modified pursuant hereto, shall be completed prior to the issuance of a Certificate of Occupancy for the Project.
- 4.3.3 The Constructing Party shall diligently pursue completion of the Traffic Improvements upon commencement thereof but shall in any event have them completed within 12 months of commencement thereof.
- 4.3.4 Other Constructing Party. Notwithstanding any provision of this Agreement, at any time prior to the date that Developer commences the design, permitting or construction of Traffic Improvements, City may elect to design, permit or construct all or any portion of the Traffic Improvements pursuant to the provisions of this Section 4.3 hereof.
- (a) If so elected, City (an "***Electing Party***") shall provide notice of its election to design, permit or construct all or any portion of the Traffic Improvements by providing notice to all other Parties no less than three (3) months in advance of the Electing Party's commencement of the work it elects to perform. Such notice shall specify precisely which of the Traffic Improvements Electing Party is electing to complete.

- (b) If Electing Party elects to design, permit, and construct all or any of the Traffic Improvements, the Electing Party shall promptly commence such activity, shall thereafter be the Constructing Party, and shall pursue completion with due diligence; any construction being performed by Electing Party shall be completed in accordance with the terms hereof.
- (c) The Constructing Party shall provide notice to all other parties of the dates of its commencement and completion of any Traffic Improvements.

4.4 Acknowledgement of Proportionate Share Obligation. As set forth above, the Traffic Study identifies the Deficient Facility that now exists prior to the build-out of the Project. Under the provisions of Section 163.3180 of the Florida Statutes, Owner or Developer are not required to mitigate transportation impacts or otherwise provide Transportation Mitigation.

4.5 Credits for Transportation Mitigation. City acknowledges that, pursuant to Section 163.3180(5)(h)(2)(e), Florida Statutes, Developer shall receive a credit for costs of Transportation Mitigation, inclusive of the right-of-way dedication, if any, 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, Developer 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)(h)(2)(e) of the Florida Statutes. City shall cooperate with and support Developer's application for credits, shall use its best efforts to facilitate Developer obtaining such credits and, if applicable, shall cooperate with Developer in entering into an agreement with the county regarding impact fee credits as required by the CMS or applicable County code.

5. Contingencies; Effective Date. The obligations of the parties under this Agreement are contingent upon the occurrence of following events (collectively, the "Required Conditions"): (i) now pending City Ordinance _____ becoming final and non-appealable; and (ii) execution of this Agreement by all parties and the recordation of the Agreement in the Public Records of Marion County, Florida. Should any of the Required Conditions not occur on or before _____, 20____, then Owner or Developer may terminate this Agreement by providing written notice to the other Parties and, thereafter any Party may cause for the recording a notice of termination in the Public Records of Marion County, Florida and providing such notice to the other parties hereto, whereupon this Agreement shall be deemed terminated without the requirement for further action by the other parties hereto

6. General Provisions.

6.1 Notices. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any Party may designate by Communication complying with the terms of this paragraph:

6.1.1 If to City: City of Ocala, Florida; Attn: City Manager; 110 SE Watula Avenue, Ocala, FL 34471; Email: plee@ocalafl.gov

- (a) With Copy to: City of Ocala Growth Management Department; Attn: Director of Growth Management; 201 SE 3rd Street, 2nd Floor, Ocala, FL 34471; Email: jshrum@ocalafl.gov

- (b) City of Ocala Engineering Department; Attn: City Engineer; 1805 NE 30th Avenue, Bldg. 600; Ocala, FL 34470; Email: slanier@ocalafl.gov
- 6.1.2** If to Owner: 31st Street, LLC; Attn: Brad Dinkins, Manager; 101 Northeast 16th Avenue, Ocala, FL 34470; Email: bradd@bradfordhomesocala.com
- 6.1.3** If to Developer: Impact Development Partners, LLC; Attn: John Akin, President and Co-Founder; 900 Circle 75 Pkwy SE, Suite 550, Atlanta, GA 30339; Email: jakin@impactdevpartners.com
- 6.1.4** Each such Communication shall be deemed delivered:
 - (a) On the date of delivery if by personal delivery with signed receipt thereof;
 - (b) On the date of email transmission if by email (subject to paragraph 10.1.7); and
 - (c) If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.
 - (d) Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday, or legal holiday.
- 6.1.5** If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with paragraph 10.1.3(a).
- 6.1.6** If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 6.1.7** Concerning Communications sent by email:
 - (a) The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received;
 - (b) If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns;
 - (c) Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
 - (d) The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
 - (e) The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

- 6.2 Force Majeure.** Delays in performance due to: fire; flood; hurricane; tornado; earthquake; windstorm; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; pandemic; act of God or nature; or any other matter beyond the control of the party obligated to perform that constitutes an excuse under Florida law based upon the doctrine of “impossibility of performance,” shall be deemed events of Force Majeure and such delays shall be excused in the manner herein provided. If a party is delayed in any performance required by this Agreement because of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay within twenty (20) days of the commencement of such event stating the nature thereof and indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses to overcome any loss of time that has resulted. Force Majeure shall only apply to those deadlines expressly set forth herein.
- 6.3 Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, and no Party shall have the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.
- 6.4 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. 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.
- 6.5 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.
- 6.6 Litigation.** With respect to any litigation arising out of this Agreement, or to resolve any claims or controversies arising out of or in connection with this Agreement, then the non-prevailing party pay all reasonable costs incurred by the prevailing party, including reasonable attorneys’ fees, suit costs and expenses, which attorneys’ fees, suit costs and expenses shall include all such fees, costs and expenses incurred with respect to any trial level activities, bankruptcy proceedings, appellate proceedings, or post-judgment proceeding related thereto.
- 6.7 Binding Effect.** The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their assigns. There are no representations or warranties other than those set forth herein.
- 6.8 Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.
- 6.9 Severability.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.
- 6.10 Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the Parties in connection herewith shall survive the execution and delivery of this Agreement.

- 6.11 Successors and Assigns.** All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.
- 6.12 Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.
- 6.13 Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 6.14 Amendment of Agreement.** This Agreement cannot be changed, modified, or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.
- 6.15 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.
- 6.16 City Code.** No provision of this Agreement shall supersede or take precedent over any existing ordinances, regulations, or codes of the City.
- 6.17 Exercise of Rights.** All rights, power and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law.
- 6.18 Entire Agreement.** This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

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

“DEVELOPER”

Signed, sealed, and delivered in
the presence of:

**IMPACT DEVELOPMENT PARTNERS,
LLC, a Georgia limited liability company**

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization
this _____ day of _____, 2023, by _____, as _____ of IMPACT
DEVELOPMENT PARTNERS, LLC, a Georgia limited liability company, who ☐ is personally known to me OR
☐ has produced _____ as identification.

Signature of Notary Public – State of Florida

Print Name _____

Commission Number _____

My Commission Expires _____

“OWNER”

Signed, sealed, and delivered in
the presence of:

**31st STREET, LLC, a Florida limited liability
company**

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

This instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization
this _____ day of _____, 2023, by _____, as _____ of 31st STREET,
LLC, a Florida limited liability company, who ☐ is personally known to me OR ☐ has produced _____
as identification.

Signature of Notary Public – State of Florida

Print Name _____
Commission Number _____
My Commission Expires _____

“CITY”

CITY OF OCALA, FLORIDA, a Florida
municipal corporation

ATTEST

Angel B. Jacobs, City Clerk

By: _____

Name: _____

Title: _____

Date: _____, 2023

*APPROVED AS TO FORM
AND LEGALITY:*

William Sexton, City Attorney

Exhibit A
Property

LEGAL DESCRIPTION – PID # 29851-000-00

Commence at the Southwest corner of the NW 1/ 4 of said Section 28; thence along the South boundary of said NW 1/ 4, s. $89^{\circ}56'41''$ E., a distance of 1080.27 feet; thence N. $00^{\circ}12'48''$ w., a distance of 50.00 feet to a point on the Northerly right of way line of SE 31st Street, a 100.00 foot right of way as now constructed, and the Point of Beginning; thence continue N. $00^{\circ}12'48''$ W., a distance of 951.41 feet to a point on the Southwesterly right of way line of SE 24th street Road (also known as Oakhurst Road), a 60 foot right of way as now constructed; thence along said Southwesterly right of way line S. $56^{\circ}21'35''$ E., a distance of 1138.14 feet to the point of curvature of a curve to the right, concave Southwesterly and having a radius of 370.00 feet and a chord bearing S. $29^{\circ}53'06''$ E., a distance of 328.30 feet; thence along the arc of said curve a distance of 340.15 feet through a central angle of $52^{\circ}40'27''$ to the point of compound curvature of a curve to the right, concave Northwesterly and having a radius of 35.00 feet and a chord bearing, S. $43^{\circ}10'06''$ w., a distance of 51.10 feet; thence along the arc of said curve a distance of 57.29 feet through a central angle of $93^{\circ}47'02''$ to a point on the Northerly right of way line of said SE 31st Street; thence along said Northerly right of way line, N. $89^{\circ}56'41''$ w., a distance of 1072.61 feet to the Point of Beginning.

Exhibit B
Plans and Specifications
(___ Pages Attached)