

Rec. \$ _____

This Instrument Prepared by:

Fred N. Roberts, Jr.
Klein & Klein, PLLC
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 made and entered into effective as of _____ day of _____, 2026, by and between:

- **City of Ocala**, a Florida municipal corporation ("City");
- **Circle Fore, LLC**, a Florida limited liability company ("Circle Fore");
- **TTRES at Ocala 48th FL, LLC**, a Delaware limited liability company ("TTRES" or "Developer"); and
- **Keystone Place at Ocala, LLC**, an Indiana limited liability company ("Keystone") (Circle Fore, TTRES and Keystone hereinafter collectively referred to as "Owners").

WHEREAS:

- A. Circle Fore is the owner of the real property described on attached **Exhibit A** (the "Circle Fore Parcel") which is located within the jurisdictional boundaries of the City.
- B. TTRES is the owner of the real property described on attached **Exhibit B** (the "TTRES Parcel") which is located within the jurisdictional boundaries of the City.
- C. Keystone is the owner of the real property described on attached **Exhibit C** (the "Keystone Parcel") which is located within the jurisdictional boundaries of the City.
- D. Owners have or intend to file an application for the approval of "*Circle Fore at S.W. 48th Avenue*", a commercial subdivision (the "Subdivision").
- E. The Circle Fore Parcel, TTRES Parcel and Keystone Parcel (collectively, the "Property") constitute all of the real property in the Subdivision.

- F. In connection with the application relating to the Subdivision, the parties desire to enter this Agreement to address certain design criteria relating to the development of the Subdivision.

NOW THEREFORE, in consideration of the foregoing matters (which are incorporated herein by reference) and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereto agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. **Incorporation of Recitals.** The parties agree and confirm that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes.
2. **Definitions.**
 - 2.1. Generally. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings.
 - 2.1.1. *Agreement* – This Agreement, including any Exhibits attached hereto, as the same may be subsequently amended, modified or supplemented pursuant to its’ terms and provisions.
 - 2.1.2. *Circle Fore Parcel* - The real property located in Marion County, Florida described on attached **Exhibit A**.
 - 2.1.3. *City Code* – The Code of Ordinances of City of Ocala.
 - 2.1.4. *Development Regulations* - shall refer to the Land Development Regulations of the City. This definition will include any promulgated construction or design specifications of the City.
 - 2.1.5. *District* – shall refer to the Southwest Florida Water Management District, a public entity created under the laws of the State of Florida.
 - 2.1.6. *Improvements* — shall refer to those stormwater conveyance system, stormwater retention areas, sidewalks, sanitary sewer services, water services, water meters, and grading and appurtenances relating to the Subdivision which are or shall be depicted upon the Improvement Plans for the Subdivision which have or shall be filed by the Developer with the City. The parties expressly acknowledge that the Improvements shall only include those improvements common to the Subdivision or required in connection with the Plat as shown on the Improvement Plans for the Subdivision and shall not include any other improvements to be used solely in connection with an individual Lot.
 - 2.1.7. *Improvement Plans* – shall refer to those plans for the construction of the Improvements, which, once approved, shall be on file with the City of Ocala Growth Management Department.

- 2.1.8. *Keystone Parcel* - The real property located in Marion County, Florida described on attached **Exhibit C**.
- 2.1.9. *Lot* – shall refer to an individual lot shown on the Plat of the Subdivision.
- 2.1.10. *Plat* – shall refer to the Plat of the Subdivision, after it has been recorded in the Public Records of Marion County, Florida
- 2.1.11. *Property* - Collectively, the Circle Fore Parcel, the TTRES Parcel and the Keystone Parcel.
- 2.1.12. *Public Improvements* — shall refer to, subject to the limitations set forth below, sanitary sewer services, water services, water meters, sidewalks constructed in the public right of way or otherwise established or intended for public use (e.g stormwater conveyance improvements from public right of way) in accordance with the Improvement Plans, and grading and appurtenances related thereto lying within the Subdivision as shown on the Improvement Plans. Water system improvements will be Public Improvements only to the point of metering. Sanitary sewer system improvements will be Public Improvements with respect to the services within the dedicated right of way.
- 2.1.13. *ROW Dedication* – The meaning assigned to that term in paragraph 3.13 hereof.
- 2.1.14. *Subdivision* – shall refer to the proposed Circle Fore at S.W. 48th Avenue, a commercial subdivision, which will be named “*Circle Fore at S.W. 48th Avenue*”.
- 2.1.15. *TTRES Parcel* - The real property located in Marion County, Florida described on attached **Exhibit B**.

2.2. Additional Definitions and Rules of Construction. The definitions in paragraph 2.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The words “herein,” “hereof,” “hereunder,” and similar terms shall refer to this Agreement, unless the context otherwise requires.

3. **Covenants of Owners**. In addition to the other covenants and agreements of Owners set forth specifically elsewhere in this Agreement, the following Owners covenant and agree:

3.1. Developer shall construct at its own expense all Improvements for the Subdivision according to the Improvement Plans and according to the City's

Development Regulations, within a period of two (2) years from the date of this Agreement, unless otherwise provided for herein, provided that additional time may be mutually agreed upon in the event of delays caused or due to Acts of God, strikes, or other circumstances not controlled by Developer.

- 3.2. Developer shall amend or modify the Improvement Plans as required to comply with future City standards and specifications for those Improvements which are not constructed within two (2) years of the date of this Agreement, should those standards and specifications change prior to the construction of such Improvements.
- 3.3. To provide to the City a current title opinion acceptable to the City which attests to the Owners' collective ownership of the Property and their right to enter into this Agreement. Owners further agree not to enter into any Agreement which would affect the validity of such title opinion until such time as this Agreement has been executed and recorded in the Public Records of Marion County, Florida.
- 3.4. Developer shall retain a professional engineer registered in the State of Florida to (i) supervise the construction of the Improvements; (ii) provide the required certification of completion in "As-Built" drawings; and (iii) act on behalf of and represent the Developer in technical matters in all dealings with the City.
- 3.5. Developer shall provide a full set of reproducible "As-Built" plans for the Improvements, certified to the City by the Developer's engineer in detail to the extent required by the City Engineer, together with actual itemized construction and engineering cost summaries for the Improvements, such itemization to be certified by the Developer's engineer and submitted on a form approved by the City Engineer.
- 3.6. Developer shall obtain and abide by all terms of any and all permits which may be required by the State of Florida, Marion County, the District or the City with respect to the construction of the Improvements, all at no cost to the City.
- 3.7. Developer shall provide the City with complete and legally effective release or waiver reasonably satisfactory to the City of all liens arising out of this Agreement and the labor or services performed and the material and equipment furnished thereunder.
- 3.8. Developer and Keystone shall pay all applicable fees in accordance with the City Code as to their respective Lot.
- 3.9. Developer shall furnish or cause to be furnished to the City by the Developer's contractor a proof of insurance, submitted to the City Engineer, confirming the existence of a liability insurance company insurance coverage to protect the City within any dedicated rights-of-way or easements during the

construction and maintenance period of this Agreement, which insurance shall satisfy all applicable City insurance standards.

- 3.10. Owners shall execute and deliver to the City, at the request of the City, a dedication, assignment or deed conveying to the City ownership of all Public Improvements.
- 3.11. Developer shall provide streetlights, if required, in accordance with the requirements under Chapter 70, Section 70-621 of the City of Ocala Code of Ordinances.
- 3.12. At the time of development of each commercial Lot, but in any event prior to issuance of a certificate of occupancy for each Lot, a solid waste impact fee will be calculated, due and payable within thirty (30) days of initiation of permanent electric service.
- 3.13. The Plat shall include a conveyance of right of way to the City for that portion of S.W. 49th Place shown as Tract A on the Plat, or, promptly after the recording of the Plat, Developer shall convey such Tract A to the City free and clear of any liens.
- 3.14. Developer shall provide to the City adequate assurance, in a form acceptable to the City, in an amount equal to twenty percent (20%) of the actual costs of the Public Improvements, that the Developer will comply with the maintenance obligations regarding the Public Improvements as required under the terms of this Agreement. Said assurance shall remain in effect for the duration of the one (1) year maintenance period described elsewhere in this Agreement. An eleven (11) month inspection will be conducted, prior to the release of the adequate assurance, of the Public Improvements and should all required corrections not be made prior to the expiration of the one (1) year maintenance period the City shall have the right to utilize the adequate assurance to make the necessary corrections to the Public Improvements

4. **Covenants of City.** The City covenants and agrees:

- 4.1. To accept and perpetually maintain the Public Improvements within the boundaries of the Subdivision upon the acceptance of the Improvements and after the completion of the one (1) year maintenance period.
- 4.2. Upon completion of the Improvements, and upon administrative approval by City of the final plat for the Subdivision, all of which must be in accordance with the provisions of this Agreement, it will permit connections to the City's water and sewer systems with respect to the Lots in the Subdivision.
- 4.3. It will issue building permits for the construction of improvements on Lots located in the Subdivision, and will make all customary building inspections during the construction thereof, but the City will be authorized to withhold the issuance of certificates of occupancy for building structures constructed

on Lots until (i) the Improvements have been constructed and approved by the City; and (ii) the final Plat has been recorded.

4.4. To allow the immediate recording of the Plat of the Subdivision, and the conveyance of Lots in the Subdivision (or portions thereof).

5. **Reserved.**

6. **General Provisions.**

6.1. **Notice.**

6.1.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed 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:

6.1.1.1. For City:

City of Ocala
City Manager
110 S.E. Watula Avenue
Ocala, FL 34471

With Copy to:

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

6.1.1.2. For Circle Fore:

Circle Fore, LLC
Attn: Mac P. Fore
PO Box 3894
Ocala, FL 34478

6.1.1.3. For TTRES:

TTRES at Ocala 48th FL, LLC
Attn: Josh Purvis
111 Monument Circle, Suite 1500

Indianapolis, IN 46204

With Copy to:

TITRES at Ocala 48th FL, LLC
Attn: General Counsel
111 Monument Circle, Suite 1500
Indianapolis, IN 46204

6.1.1.4. For Keystone:

Keystone Place at Ocala, LLC
Attn: Brenda Armstrong
3965 Airport Drive
Indianapolis, IN 46254

- 6.1.2. Each such Communication shall be deemed delivered:
 - 6.1.2.1. On the date of delivery if by personal delivery;
 - 6.1.2.2. On the date of facsimile transmission if by facsimile; and
 - 6.1.2.3. 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.
 - 6.1.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by facsimile 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.
- 6.1.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
- 6.1.4. 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.
- 6.2. **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.
- 6.3. **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.
- 6.4. **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.
- 6.5. **Severability.** In the event any provision or Section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability of the validity of the remaining provisions of this Agreement.

- 6.6. **Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.
- 6.7. **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. Notwithstanding anything to the contrary, no lender holding a security interest in the Property (or any portion thereof), nor any successor acquiring title through foreclosure, deed-in-lieu, or similar remedy, shall be deemed a successor or assign for purposes of assuming any obligations under this Agreement, unless such party expressly agrees in writing to be bound hereby.
- 6.8. **Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The exclusive venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.
- 6.9. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 6.10. **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.
- 6.11. **City Code.** No provision of this Agreement shall supersede or take precedent over any existing ordinances, regulations or codes of the City.
- 6.12. **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.
- 6.13. **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.

THEREFORE, the parties have executed this Agreement on the day and year first written above.

ATTEST:

City of Ocala, a Florida municipal corporation

Angel B. Jacobs
City Clerk

Ire J. Bethea, SR.
President, Ocala City Council

Approved as to form and legality

William E. Sexton
City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by Ire J. Bethea, SR., as City Council President of the City of Ocala, Florida, a Florida municipal corporation, on behalf of the City.

Notary Public, State of Florida

Name: _____

(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

____ Personally known OR

____ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

AS TO CIRCLE FORE

Circle Fore, LLC, a Florida limited liability company

By: _____
Mac P. Fore, Manager

Date _____

Witness Signature

Witness Printed Name

Witness Address

Witness Signature

Witness Printed Name

Witness Address

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____, 2026, by Mac P. Fore, as Manager of **Circle Fore, LLC**, a Florida limited liability company, on behalf of the company.

Notary Public, State of _____
Name: _____

(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

____ Personally known OR

____ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

AS TO TTRES

TTRES at Ocala 48th FL, LLC, a Delaware limited liability company

Witness Signature

Witness Printed Name

Witness Address

Witness Signature

Witness Printed Name

Witness Address

By: _____

Name: _____

Title: _____

Date: _____

STATE OF INDIANA)
)
COUNTY OF _____) ss

Before me, a Notary Public in and for said County and State, personally appeared by means of physical presence _____, as the _____ of TTRES at Ocala 48th FL, LLC, a Delaware limited liability company, who executed the foregoing document for and on behalf of such limited liability company.

Witness my hand and notarial seal this ____ day of _____, 2026.

Notary Public

My county of residence: _____

My commission expires: _____

AS TO KEYSTONE

Keystone Place at Ocala, LLC, an Indiana limited liability company

By: _____
David Mark Kingen, Manager

Date _____

Witness Signature

Witness Printed Name

Witness Address

Witness Signature

Witness Printed Name

Witness Address

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____, 2026, by David Mark Kingen, as Manager of **Keystone Place at Ocala, LLC**, an Indiana limited liability company, on behalf of the company.

Notary Public, State of _____

Name: _____

(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

____ Personally known OR

____ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

EXHIBIT A

Circle Fore Parcel

A PORTION OF SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERLY MOST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6754, PAGE 1927 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID LANDS THE FOLLOWING FIVE (5) COURSES: (1) N.39°39'16"E., 60.34 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 48°45'27", AND A CHORD BEARING AND DISTANCE OF N.64°02'00"E., 181.62 FEET; (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 187.22 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 52°27'25", AND A CHORD BEARING AND DISTANCE OF N.62°11'01"E., 123.75 FEET; (3) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 128.18 FEET TO A POINT OF TANGENCY; (4) THENCE N.35°57'18"E., 125.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°11'43", AND A CHORD BEARING AND DISTANCE OF N.09°39'28"W., 35.72 FEET; (5) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.79 FEET TO THE END OF SAID CURVE, AND TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SW 48TH AVENUE (100 FEET WIDE); THENCE DEPARTING SAID EASTERLY BOUNDARY LINE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE S.54°03'07"E., 130.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°59'11", AND A CHORD BEARING AND DISTANCE OF S.80°56'26"W., 35.35 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.26 FEET TO THE END OF SAID CURVE; THENCE S.35°57'18"W., 125.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 52°27'23", AND A CHORD BEARING AND DISTANCE OF S.62°10'59"W., 194.46 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 201.42 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 48°45'25", AND A CHORD BEARING AND DISTANCE OF S.64°01'58"W., 115.57 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 119.14 FEET TO A POINT OF TANGENCY; THENCE S.39°39'16"W., 272.26 FEET; THENCE N.50°24'20"W., 80.00 FEET TO THE SOUTHERLY BOUNDARY LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7654, PAGE 955 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE N.39°39'16"E., 212.00 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 1.37 ACRES, MORE OR LESS.

EXHIBIT B
TRES Parcel

(PER OFFICIAL RECORDS BOOK 7654, PAGES 955–957, MARION COUNTY, FLORIDA)

A PORTION OF SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF WYNCHASE TOWNHOMES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 142 THROUGH 149, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG WESTERLY RIGHT OF WAY LINE OF SW 48TH AVENUE (100 FEET WIDE), THE FOLLOWING FIVE (5) COURSES: (1) S.00°17'08"W., 341.04 FEET TO THE POINT OF BEGINNING; (2) THENCE S.00°17'08"W., 146.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 37°37'55", AND A CHORD BEARING AND DISTANCE OF S.18°34'06"E., 354.78 FEET; (3) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 361.24 FEET TO THE END OF SAID CURVE; (4) THENCE S.37°23'47"E., 106.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,050.00 FEET, A CENTRAL ANGLE OF 03°01'56", AND A CHORD BEARING AND DISTANCE OF S.38°51'10"E., 55.56 FEET; (5) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 55.57 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID RIGHT OF WAY LINE ALONG THE NORTHERLY, WESTERLY, AND SOUTHERLY BOUNDARY LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6754, PAGE 1927 OF THE PUBLIC RECORDS OF MARION, COUNTY, FLORIDA THE FOLLOWING THREE (3) COURSES: (1) N.49°28'00"W., 121.73 FEET; (2) THENCE S.39°36'22"W., 503.82 FEET; (3) THENCE S.50°24'20"E., 283.54 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE, S.39°39'16"W., 441.91 FEET; THENCE N.89°38'13"W., 541.55 FEET TO THE EASTERLY RIGHT OF WAY LINE OF S.W. 51ST TERRACE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.00°21'47"E., 969.99 FEET TO THE NORTH BOUNDARY LINE OF THE S.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID WEST BOUNDARY LINE; ALONG SAID NORTH BOUNDARY LINE N.89°46'16"W., 23.03 FEET TO THE SOUTHWEST CORNER OF N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID NORTH BOUNDARY LINE ALONG THE WEST BOUNDARY LINE OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 33, N.00°22'03"E., 207.27 FEET; THENCE DEPARTING SAID WEST BOUNDARY LINE THENCE S.89°41'10"E., 286.84 FEET; THENCE N.35°20'03"E., 219.36 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 54°57'05", AND A CHORD BEARING AND DISTANCE OF N.62°48'36"E., 184.55 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 191.82 FEET TO A POINT OF TANGENCY; THENCE S.89°42'52"E., 244.60 FEET TO THE POINT OF BEGINNING SAID LANDS.

EXHIBIT C
Keystone Parcel

(PER OFFICIAL RECORDS BOOK 7656, PAGES 390–392, MARION COUNTY, FLORIDA)

A PORTION OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF WYNCHASE TOWNHOMES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 142 THROUGH 149, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF S.W. 48TH AVENUE (100 FEET WIDE); THENCE S00°17'08"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 341.04 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N89°42'52"W, A DISTANCE OF 244.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 54°57'05"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 191.82 FEET (CHORD BEARING & DISTANCE OF S62°48'36"W, 184.55 FEET) TO THE POINT OF TANGENCY; THENCE S35°20'03"W, A DISTANCE OF 219.36 FEET; THENCE N89°41'10"W, A DISTANCE OF 286.84 FEET TO A POINT ON THE WEST LINE OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 33; THENCE N00°22'03"E ALONG SAID WEST LINE, A DISTANCE OF 606.70 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF AFORESAID WYNCHASE TOWNHOMES; THENCE DEPARTING SAID WEST LINE OF THE N.E. 1/4 OF THE S.E. 1/4, PROCEED S89°38'22"E ALONG SAID SOUTH LINE OF WYNCHASE TOWNHOMES, A DISTANCE OF 820.29 FEET TO THE POINT OF BEGINNING.