

City of Ocala

7

RECORD \$ _____

RECORDING FEES 188.50

PREPARED BY AND RETURN TO:

Steven H. Gray
GRAY, ACKERMAN & HAINES, P.A.
125 NE 1st Avenue, Suite 1
Ocala, FL 34470

SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA

AGREEMENT LIMITING DENSITY

THIS AGREEMENT LIMITING DENSITY is made and entered into effective this 21st day of DECEMBER, 2005, by and between:

- RANSOME GROUP INVESTORS I, LLLP, A DELAWARE LIMITED LIABILITY LIMITED PARTNERSHIP (hereinafter "Owner"); and
- THE CITY OF OCALA, FLORIDA, A FLORIDA MUNICIPAL CORPORATION (hereinafter the "City").

RECITALS:

- A. Owner owns the real property located within the jurisdictional boundaries of the City which is described on attached Exhibit "A" (the "Property") and Owner's predecessors-in-title to the Property previously submitted applications to the City for amendments to the Future Land Use Map of the City's Comprehensive Plan to amend the land use designations of the Property to designations of Low Density Residential, Medium Density Residential, Retail Services and Professional Services. A map showing the Property for which the amendment applications were filed is shown on attached Exhibit "B", (the "Property Map") and a map showing the requested land use classifications for the Property is shown on attached Exhibit "C" (the "Land Use Map".)
- B. On December 20, 2005, City, through the actions of its City Council, approved for transmittal to the State of Florida Department of Community Affairs ("DCA") the requested amendments to the Future Land Use Map of the City's Comprehensive Plan that were contained in the applications previously filed by Owner's predecessors-in-title with the City, and the City transmitted to the DCA the proposed amendments to the Future Land Use Map of its Comprehensive Plan changing the land use classifications of portions of the Property to those classifications which are shown on the Land Use Map (being classifications of Low Density Residential; High Density Residential; Retail Services and Professional Services as to those segments of the Property shown on the Land Use Map.)
- C. The maximum total permissible development intensity of the Property, if all of the Property were developed at the maximum development intensities allowed under the applicable land use classifications, would exceed the threshold for classification of development of the Property as a Development of Regional Impact ("DRI") under the provisions of Chapter 380 of the Florida Statutes.

Owner has not, to date, made application to the City or to any applicable governmental agencies (including, but not limited to, the DCA and the Withlacoochee Regional Planning Council (the "RPC")) for approval of development of the Property as a DRI.

- D. Owner has not completed final development plans for the Property, but believes that final development plans may not involve development intensities which, in aggregate, would require the development of the Property to be classified as a DRI subject to the DRI provisions of Section 380.06 of the Florida Statutes.
- E. City has requested that Owner agree, and by its execution of this Agreement Limiting Density Owner does agree, that the aggregate development intensity of the Property shall not exceed certain aggregate thresholds unless either (i) the final development plan for the Property does not include development intensities which, in aggregate, constitute a DRI under the applicable provisions of the Florida Statutes and the Florida Administrative Code; or (ii) Owner procures from the DCA a Binding Letter of Interpretation confirming a determination by the DCA that the final development plan for the Property does not constitute a Development of Regional Impact subject to the provisions of Chapter 380.06 of the Florida Statutes; or (iii) Owner procures a Pre-Development Agreement with the DCA allowing Owner to proceed with the partial development of the Property pending further DRI review by the DCA, the RPC, and other applicable governmental agencies; or (iv) Owner complies with the DRI procedures of Chapter 380 of the Florida Statutes, makes application for approval of development of the Property as a Development of Regional Impact, and procures a Development Order for the Property as a Development of Regional Impact.
- F. Owner and the City execute this Agreement to confirm Owner's agreement that, subject to alternative development approval processes allowed as set forth above and later in this Agreement, the maximum aggregate intensity of the development of the Property shall not exceed, in aggregate, those development intensities which are specifically set forth below.
- G. Owner and the City execute this Agreement to confirm their respective agreements regarding future development of the Property by Owner or successors-in-title to Owner to the Property (or any portions thereof).

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable considerations, and with the intention that they be legally bound by this Agreement, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. **INCORPORATION OF RECITALS.** The parties confirm and agree that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes.
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"** -- shall refer to this Agreement Limiting Density, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions.
- 2.2 **"City"** -- shall refer to the City of Ocala, a political subdivision of the State of Florida.
- 2.3 **"Comprehensive Plan"** -- shall refer to the City of Ocala's Comprehensive Plan, as originally adopted on October 21, 1991, as subsequently amended and modified.
- 2.4 **"DCA"** -- shall refer to the Department of Community Affairs, an agency of the State of Florida.
- 2.5 **"FAC"** -- shall refer to the Florida Administrative Code, as it may be subsequently amended or modified.
- 2.6 **"FLUM"** -- shall refer to the Future Land Use Map contained in the future land use element of the City's Comprehensive Plan, depicting thereon the approved land use classifications of properties within the jurisdictional boundaries of the City, including the Property which is the subject-matter of this Agreement.
- 2.7 **"Governmental Authority"** -- shall refer to any federal, state, county, municipal, or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality or any of them having jurisdiction over the Property or any portion thereof.
- 2.8 **"Land Use Map"** -- shall refer to the map shown on attached Exhibit "C" depicting thereon the land use classifications which the City will assign to the Property if the City's current pending Land Use Case Nos. LUC05-0022 and LUC05-0030 receive final approval by the City and receive final approval by any other applicable Governmental Authorities.
- 2.9 **"NW 44th Avenue"** -- shall refer to the proposed future roadway currently identified as "NW 44th Avenue" which will, when constructed, bisect the Property into an eastern side and a western side. The location of proposed NW 44th Avenue is shown on the Roadway Sketch shown on attached Exhibit "D".
- 2.10 **"Owner"** -- shall refer to Ransome Group Investors I, LLC. "Owner" shall also refer, at any time during the term of this Agreement, to any successor-in-title to Owner as to the Property or any portion thereof.
- 2.11 **"Parcel" or "Parcels"** -- shall refer, as applicable, to one or more parcels of real property located in Marion County, Florida and within the jurisdictional boundaries of the City which are described or referenced specifically in this Agreement.
- 2.12 **"RPC"** -- shall refer to the Withlacoochee Regional Planning Council, an agency of the State of Florida.

2.13 "Threshold Percentage" – Shall refer to the aggregate calculated percentage of the individual land use classification densities or intensities as percentages of the DRI threshold development density or intensity limitations as set forth under the rules regarding determination of whether development of a parcel of property is considered to be a DRI required to undergo the DRI review process, as set forth in Section 28-24 of the Florida Administrative Code, and as is more specifically described in Section 4 below as being, for a mixed-use real estate development project containing three (3) land use classifications the Threshold Percentage is the sum of one hundred sixty percent (160%) of the individual DRI thresholds for the three land uses, as set forth in Section 4.

3. RELATIONSHIP TO LAND USE AMENDMENTS. This Agreement is executed and delivered to the City by Owner as a part of, and incidental to, the current pending applications for amendments to the land use classifications of the Property as are more specifically set forth in the previously filed applications in City's Land Use Cases LUC05-0022 and LUC05-0030 (the "Land Use Case"). Owner agrees and acknowledges that notwithstanding any approval by the City or any other applicable Governmental Authority of the amendments of the land use classifications of the Property to those classifications which are shown on the Land Use Map, the aggregate development intensity of the Property shall not exceed those aggregate development limitations which are set forth in Section 4 below.

4. LIMITATION ON DEVELOPMENT. Notwithstanding any permissible development allowed under the provisions of the FLUM of the City's Comprehensive Plan for those land use classifications assigned to the Property in the current Land Use Cases, or any future amendments to the land use classification of the Property or any portions thereof assigned by the City in any future amendments to the FLUM by the City, subject to the later terms and provisions of this Agreement authorizing modification of the development limitations set forth in this Section Owner agrees that the aggregate development intensity of the Property, when considered in accordance with the provisions of the presumptive thresholds for classification of the development as a DRI which are contained in Section 28-24.013 of the FAC, shall not exceed an aggregate development intensity which would create a presumption that development of the Property requires DRI review under the provisions of Section 28-24.014 of the FAC. The land use classifications for the Property currently approved by City under the current Land Use Cases are for Residential, Office and Retail Development. It is acknowledged by Owner that under the current provisions of Section 28-24.014 of the FAC as to each individual land use classification, measured separately, the numerical threshold at which development of property would require DRI review is as follows:

LAND USE	DRI THRESHOLD (100%)
Residential	2,000 Units
Office	300,000 square feet of gross floor area.

LAND USE	DRI THRESHOLD (100%)
Retail	(i) 40 acres of land area; or (ii) 400,000 square feet of gross floor area; or (iii) Parking for 2,500 parking spaces.

Owner acknowledges that under the provisions of the application of the banded threshold provisions of Section 28-24.01 for the Florida Statutes the development of the Property contains all three the land uses described above would be considered to be a DRI subject to a DRI review if the total of the Threshold Percentage. As an initial allocation of the permissible development under this limitation on development, and by way of example of the calculation of the numerical limitation on development, Owner shall not, except upon either (i) reallocation of the permissible uses so that the sum of the DRI threshold percentages for the land uses does not exceed the 160% Threshold Percentage limitation set forth above; or (ii) Owner procures a modification of the development limitations in accordance with the provisions of Section 5 below, exceed the following aggregate limitations on development as to each of the following described land use classifications:

LAND USE CLASSIFICATION	LIMITATION ON DEVELOPMENT	PERCENTAGE OF DRI THRESHOLD
Residential	1,000 units	50.00%
Retail	300,000 square feet	75.00%
Office	100,000 square feet	33.33%
	TOTAL:	158.33%

Development of the Property, or portions thereof, in excess of the sum of the aggregate limitations set forth above shall not occur unless Owner has pursued and completed one of the alternative development approval processes which are set forth in Section 5 below.

5. **MODIFICATION OF DEVELOPMENT LIMITATIONS.** Development of the Property, or portions thereof, by Owner shall not occur in excess of those limitations set forth in Section 4 above until Owner has procured subsequent approval to develop in accordance with one of the following alternative development approval processes:

- 5.1 **No Modification of Limitations.** It is acknowledged by City that under the current provisions of Chapter 28, FAC, the aggregate development of the Property in accordance with the development limitations set forth in Section 4 above would not create a presumption that such development is a Development of Regional Impact subject to the DRI review process. Owner shall be entitled to proceed with development of the Property or portions thereof provided that any requested Development Order, coupled with maximum potential development intensity for all remaining undeveloped portions of the Property not included within the land encompassed by the requested Development Order, does not exceed the

Threshold Percentage creating a presumption that the development of the Property is a Development of Regional Impact subject to the DRI review process.

- 5.2 **Binding Letter of Interpretation.** Owner may pursue development of the Property for a proposed plan of development which exceeds the DRI Threshold Percentage if Owner obtains from the DCA a Binding Letter of Interpretation for the proposed plan of development in which the DCA determines that the proposed development plan, in aggregate, does not constitute a Development of Regional Impact subject to the DRI review process.
- 5.3 **Pre-Development Agreement.** Owner may alternatively pursue development of the Property under a proposed plan of development which exceeds the DRI Threshold Percentage if Owner procures from the DCA a Pre-Development Agreement ("PDA") which allows Owner to commence development of the Property under a proposed plan development but requires that prior to continuation of development of the property beyond the agreed-upon temporary development limitation Owner will subject the development plan for the Property to the DRI review process.
- 5.4 **DRI Review Process.** Owner may alternatively pursue development of the Property under a proposed plan of Development which exceeds the DRI Threshold Percentage if Owner subjects the Property to the DRI review process and procures a DRI Development Order for the development of the Property.

6. **GENERAL PROVISIONS:**

- 6.1 **Miscellaneous Provisions.** Each of the exhibits attached to this Agreement are incorporated herein by reference. The numbering of each exhibit is intended to relate to the section of this Agreement where the exhibit has its primary reference and is not intended to be sequential. Any exhibit not available at the time this Agreement is executed shall be agreed upon, initialed, and attached by the parties as soon after the execution as is practicable, but failure to attach any exhibit shall not affect the validity of this Agreement unless the parties are in material disagreement as to the contents thereof. All of the provisions hereof shall survive the execution, delivery and recordation of any deeds of conveyance and shall not be merged therein. Each of the individuals executing this Agreement on behalf of the parties hereby personally represent and warrant to each other that he or she (acting together with any other person executing this Agreement) has the full power and authority to bind the party for whom they have acted and will provide further assurances of such authority upon request. In the event the last day for giving notice or taking any action under this Agreement falls on a Saturday, Sunday or Federal holiday, then the last day for giving such notice or taking such action shall be extended until the next business day. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute but one agreement.
- 6.2 **Notices.**

6.2.1 Effective Date. Any notice required or permitted hereunder, and all demands and requests given or required to be given by and party hereto to another Party, shall be in writing unless otherwise provided herein and shall be deemed given (a) when received if personally delivered or sent by telex, telegram, or facsimile, or (b) if sent by Federal Express (which terms shall be deemed to include within it any other nationally recognized reputable firm of overnight couriers) one (1) day after depositing with Federal Express, charges prepaid, before its deadline for next day delivery, or (c) if mailed, five (5) days after mailing if such notice has been delivered to the United States Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt, addressed as set forth in this Section.

6.2.2 Owner's Address. If given to Owner any notice hereunder shall be addressed and given as follows:

Ransome Group Investors I, LLLP
Attn: Mr. Dawson A. Ransome
P.O. Box 3098
Ocala, FL 34478
Tel: (352) 402-0144
Fax: (352) 402-0454
E-Mail: DAR@TheRansomeGroup.com

With Copy To:

Gray, Ackerman & Haines, P.A.
Attn: Steven H. Gray, Esquire
125 N.E. 1st Avenue
Ocala, FL 34470
Tel: (352) 732-8121
Fax: (352) 368-2183
E-mail: sgray@gahlaw.com

6.2.3 City's Address. If given to City any notice hereunder shall be addressed and given as follows:

City of Ocala
Attn: City of Ocala Planning Director
121 SE Watula Avenue
Tel: (352) 629-8494
Fax: (352) 368-5994

With Copy To:

W. James Gooding, III, Esq.
Asst. City Attorney
1531 SE 36th Avenue
Ocala, FL 34471
Tel: (352) 867-7707
Fax: (352) 867-0237

6.2.4 Modification of Address. Any Party hereto may change the address or addresses to which notice is to be sent, or the facsimile number, by giving written notice of such change to the other Parties to this Agreement in the manner provided herein.

6.3 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.

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, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.

6.5 Amendment. This Agreement shall not be amended or modified except by an amendment in writing, executed by all parties hereto in the same form as this Agreement.

6.6 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.

6.7 Severability. In the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not effect the enforceability or the validity of the remaining provisions of this Agreement.

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

6.9 Successors and Assigns All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.

6.10 Applicable Law This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.

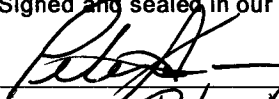
- 6.11 **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 6.12 **Entire Agreement.** This Agreement 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.
- 6.13 **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.
- 6.14 **Facsimile Copy.** Any Party may rely upon receipt of a signed facsimile or copy of this Amendment, signed by that party, as though the same were an original.
- 6.15 **City Code.** No provision of this Agreement shall supercede or take precedent over any existing ordinances, regulations or codes of the City.
- 6.16 **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.

IN WITNESS WHEREOF the parties have executed this Agreement Limiting Density effective the day and year stated above.

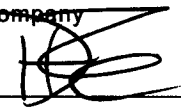
SEE SEPARATE SIGNATURE PAGES FOR OWNER AND CITY ATTACHED.

**TO AGREEMENT LIMITING DENSITY BETWEEN THE
RANSOME GROUP INVESTORS I, LLC AND CITY OF OCALA**

Signed and sealed in our presence as witnesses:


Print Name: Peter A. Lee


Print Name: HERBERT ROBERTS

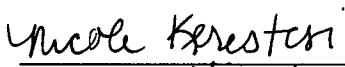
RANSOME GROUP INVESTORS I, LLLP, a
Delaware Limited Liability Limited Partnership
By: The Ransome Development Company, LLC,
a Florida Limited Liability Company
Its: Managing General Partner
By: The Ransome Group, LLC, a Florida
Limited Liability Company
Its: Manager/Member 
By: _____
Dawson A. Ransome
Its: Manager

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing AGREEMENT LIMITING DENSITY was acknowledged before me by Dawson A. Ransome as Manager of the Ransome Group, LLC, the Manager/Member of the Ransome Development Company, LLC, the Managing General Partner of Ransome Group Investors I, LLLP, who is:

Personally known by me, OR
 Produced a driver's license as identification.

Dated: this 10th day of January, 2006.


Print Name: Nicole Kerestesi
Notary Public, State of Florida
Commission number DD437274
Commission expires June 5, 2009



**SIGNATURE PAGE OF CITY OF OCALA
TO AGREEMENT LIMITING DENSITY BETWEEN THE
RANSOME GROUP INVESTORS I, LLC AND CITY OF OCALA**

AS TO CITY:

THE CITY OF OCALA , FLORIDA

APPROVED AS TO FORM AND LEGALITY:



PATRICK G. GILLIGAN
CITY ATTORNEY

By: 

DANIEL OWEN

Title: President, Ocala City Council

Date: January 20, 2006

ATTEST:



VALERIE J. FORSTER, CITY CLERK

APPROVED BY THE OCALA CITY COUNCIL ON: 12-21-05.

SCHEDULE OF EXHIBITS

EXHIBIT	REFERENCE	DESCRIPTION
A	Recital A	Legal description of Property
B	Recital A	Diagram of Property (Amendment Applications)
C	Recital A, §2.8	Diagram of Property (Requested Land Use Classifications)
D	§2.9	Roadway Sketch (Proposed NW 44 th Avenue)

EXHIBIT "A"

BEGINNING FOR REFERENCE AT THE NORTHWEST CORNER OF THE N.E. 1/4 OF SAID SECTION 27, THENCE, BEARING NORTH 89°45'02" EAST, A DISTANCE OF 661.78 FEET TO A POINT ON THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/4 OF THE N.E. 1/4 OF SAID SECTION 27; THENCE, BEARING SOUTH 00°00'04" EAST, ALONG SAID WEST LINE, A DISTANCE OF 662.14 FEET TO A POINT ON THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/4 OF THE N.E. 1/4 OF SAID SECTION 27; THENCE, BEARING NORTH 89°44'42" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 708.01 FEET TO A POINT; THENCE, LEAVING SAID SOUTH LINE, BEARING SOUTH 00°00'56" WEST, A DISTANCE OF 1,100.24 FEET TO A POINT; THENCE, BEARING SOUTH 89°45'09" WEST, A DISTANCE OF 275.00 FEET TO A POINT; THENCE, BEARING SOUTH 00°00'56" WEST, A DISTANCE OF 250.14 FEET TO A POINT ON THE NORTH LINE OF MAGNOLIA GARDEN ESTATES, AS RECORDED IN PLAT BOOK "K", PAGE 37, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE, BEARING SOUTH 89°45'40" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 587.50 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 48°06'47", A CHORD LENGTH OF 305.73 FEET BEARING NORTH 66°10'56" WEST; THENCE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH LINE, A DISTANCE OF 314.90 FEET TO A POINT; THENCE, BEARING SOUTH 89°44'47" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 227.75 FEET TO A POINT ON THE WEST LINE OF THE N.E. 1/4 OF SAID SECTION 27; THENCE, BEARING NORTH 00°00'56" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1,887.67 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 2,180,131.22 SQUARE FEET OR 50.0 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

EXHIBIT "A"

Don Carll MDR (West)

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28, SAID POINT BEING THE SOUTHWEST CORNER OF "BEAR TRACK RANCH" AS RECORDED IN PLAT BOOK "R" PAGES 51 AND 52 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE, BEARING SOUTH 89°58'43" WEST, ALONG THE NORTH LINE OF THE N.E. 1/4 OF SAID SECTION 28, A DISTANCE OF 1,978.61 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, LEAVING SAID NORTH LINE, BEARING SOUTH 00°02'45" EAST, A DISTANCE OF 1,326.53 FEET TO A POINT; THENCE, BEARING NORTH 89°51'45" WEST, A DISTANCE OF 659.65 FEET TO A POINT ON THE WEST LINE OF THE N.E. 1/4 OF SAID SECTION 28; THENCE, BEARING NORTH 00°02'31" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1,324.70 FEET TO A POINT ON THE WEST LINE OF THE S.E. 1/4 OF SAID SECTION 21; THENCE, BEARING NORTH 00°04'54" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1,293.23 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S. W. 20TH STREET; THENCE, BEARING SOUTH 89°55'10" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 660.58 FEET TO A POINT; THENCE, LEAVING SAID SOUTH RIGHT OF WAY LINE, BEARING SOUTH 00°07'37" WEST, A DISTANCE OF 1,292.06 FEET TO THE POINT OF BEGINNING.

Medium Density Residential (West)

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 21 EAST OF THE TALLAHASSEE BASE MERIDIAN, MARION COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 21 EAST, SAID POINT BEING THE SOUTHWEST CORNER OF "BEAR TRACK RANCH" AS RECORDED IN PLAT BOOK "R" PAGES 51 AND 52 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE, BEARING SOUTH 89°58'43" WEST, ALONG THE NORTH LINE OF THE N.E. 1/4 OF SAID SECTION 28, A DISTANCE OF 1,978.61 FEET TO A POINT; THENCE, LEAVING SAID NORTH LINE, BEARING SOUTH 00°02'45" EAST, A DISTANCE OF 1,326.53 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, BEARING SOUTH 89°51'45" EAST, A DISTANCE OF 659.59 FEET TO A POINT; THENCE, BEARING SOUTH 00°02'06" EAST, A DISTANCE OF 550.00 FEET TO A POINT; THENCE, BEARING NORTH 89°51'45" WEST, A DISTANCE OF 1,319.17 FEET TO A POINT ON THE WEST LINE OF THE N.E. 1/4 OF SAID SECTION 28; THENCE, BEARING NORTH 00°02'31" WEST, ALONG SAID WEST LINE, A DISTANCE OF 550.00 FEET TO A POINT; THENCE, LEAVING SAID WEST LINE, BEARING SOUTH 89°51'45" EAST, A DISTANCE OF 659.65 FEET TO THE POINT OF BEGINNING.

Low Density Residential (South)

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27, SAID POINT BEING THE SOUTHWEST CORNER OF "BEAR TRACK RANCH" AS RECORDED IN PLAT BOOK "R" PAGES 51 AND 52 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE, BEARING SOUTH 00°02'10" EAST, ALONG THE WEST LINE OF THE N.W. 1/4 OF SAID SECTION 27, A DISTANCE OF 1,994.55 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, BEARING SOUTH 89°51'32" EAST, A DISTANCE OF 2,091.56 FEET TO A POINT; THENCE, BEARING SOUTH 00°12'35" EAST, A DISTANCE OF 647.10 FEET TO A POINT ON THE SOUTH LINE OF THE N.W. 1/4 OF SAID SECTION 27; THENCE, BEARING SOUTH 89°40'54" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2,093.40 FEET TO THE AFOREMENTIONED WEST LINE OF THE N.W. 1/4 OF SECTION 27; THENCE BEARING NORTH 00°00'47" WEST, ALONG SAID WEST LINE A

EXHIBIT "A"

DISTANCE OF 273.00 FEET TO A POINT; THENCE, LEAVING SAID WEST LINE, BEARING NORTH 89°51'42" WEST, A DISTANCE OF 2,638.18 FEET TO A POINT ON THE WEST LINE OF THE N.E. 1/4 OF SAID SECTION 28; THENCE, BEARING NORTH 00°02'31" WEST, ALONG SAID WEST LINE, A DISTANCE OF 503.37 FEET TO A POINT; THENCE, LEAVING SAID WEST LINE, BEARING SOUTH 89°51'45" EAST, A DISTANCE OF 1,319.17 FEET TO A POINT; THENCE, BEARING SOUTH 00°02'06" EAST, A DISTANCE OF 112.45 FEET TO A POINT; THENCE, BEARING SOUTH 89°51'32" EAST, A DISTANCE OF 1,318.82 FEET TO THE POINT OF BEGINNING.

Medium Density Residential (East)

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27, SAID POINT BEING THE SOUTHWEST CORNER OF "BEAR TRACK RANCH" AS RECORDED IN PLAT BOOK "R" PAGES 51 AND 52 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE, BEARING SOUTH 00°02'10" EAST, ALONG THE WEST LINE OF THE N.W. 1/4 OF SAID SECTION 27, A DISTANCE OF 744.55 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, LEAVING SAID WEST LINE, BEARING SOUTH 89°51'32" EAST, A DISTANCE OF 1,797.76 FEET TO A POINT; THENCE, BEARING SOUTH 00°12'35" EAST, A DISTANCE OF 370.52 FEET TO A POINT; THENCE, BEARING NORTH 89°39'53" EAST, A DISTANCE OF 290.00 FEET TO A POINT; THENCE, BEARING SOUTH 00°12'35" EAST, A DISTANCE OF 881.92 FEET TO A POINT; THENCE, BEARING NORTH 89°51'32" WEST, A DISTANCE OF 2,091.56 FEET TO THE WEST LINE OF THE N.W. 1/4 OF SAID SECTION 27; THENCE, BEARING NORTH 00°02'10" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1,250.01 FEET TO THE POINT OF BEGINNING.

Low Density Residential (North)

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 27, SAID POINT BEING THE SOUTHWEST CORNER OF "BEAR TRACK RANCH" AS RECORDED IN PLAT BOOK "R" PAGES 51 AND 52 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE, ALONG THE NORTH LINE OF SAID SECTION 27, BEARING NORTH 89°39'53" EAST A DISTANCE OF 1795.48' TO A POINT; THENCE, LEAVING SAID NORTH LINE, BEARING SOUTH 00°12'35" EAST, A DISTANCE OF 759.49' TO A POINT; THENCE, BEARING NORTH 89°51'32" WEST, A DISTANCE OF 1797.76 FEET TO A POINT ON THE WEST LINE OF THE N.W. 1/4 OF SAID SECTION 27; THENCE, BEARING NORTH 00°02'10" WEST, ALONG SAID WEST LINE, A DISTANCE OF 744.55 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

Don Carll Professional Services (East)

COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF SAID SECTION 27, SAID POINT BEING THE SOUTHWEST CORNER OF "BEAR TRACK RANCH" AS RECORDED IN PLAT BOOK "R" PAGES 51 AND 52 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE, ALONG SAID NORTH LINE OF SAID SECTION 27, BEARING NORTH 89°39'53" EAST A DISTANCE OF 1795.48' TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, CONTINUE NORTH 89°39'53" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 288.99 FEET TO A POINT; THENCE, LEAVING SAID NORTH LINE, BEARING NORTH 00°10'00" WEST, A DISTANCE OF 1,293.68 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 20TH STREET; THENCE, BEARING NORTH 89°34'26" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A

EXHIBIT "A"

DISTANCE OF 397.05 FEET TO A POINT; THENCE, LEAVING SAID SOUTH RIGHT OF WAY LINE, BEARING SOUTH 00°05'36" EAST, A DISTANCE OF 963.00 FEET TO A POINT; THENCE, BEARING NORTH 89°34'26" EAST, A DISTANCE OF 165.19 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE, BEARING SOUTH 00°10'00" EAST, ALONG SAID EAST LINE, A DISTANCE OF 321.00 FEET TO A POINT ON THE EAST LINE OF THE N.W. 1/4 OF SAID SECTION 27; THENCE, BEARING SOUTH 00°2'35" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1,140.58 FEET TO A POINT; THENCE, LEAVING SAID EAST LINE, BEARING SOUTH 89°39'53" WEST, A DISTANCE OF 850.00 FEET TO A POINT; THENCE, BEARING NORTH 00°12'35" WEST, A DISTANCE OF 1,130.00 FEET TO THE POINT OF BEGINNING.

Professional Services with office park zoning

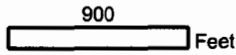
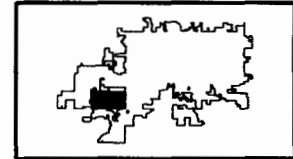
COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF SAID SECTION 27, SAID POINT BEING THE SOUTHWEST CORNER OF "BEAR TRACK RANCH" AS RECORDED IN PLAT BOOK "R" PAGES 51 AND 52 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE, ALONG THE NORTH LINE OF SAID SECTION 27, BEARING NORTH 89°39'53" EAST A DISTANCE OF 1795.48' TO A POINT; THENCE LEAVING SAID NORTH LINE, BEARING SOUTH 00°12'35" EAST, A DISTANCE OF 1,130.00 FEET TO A POINT; THENCE, BEARING NORTH 89°39'53" EAST, A DISTANCE OF 290.00 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, CONTINUE NORTH 89°39'53" EAST, A DISTANCE OF 560.00 FEET TO A POINT ON THE EAST LINE OF THE N.W. 1/4 OF SAID SECTION 27; THENCE, BEARING SOUTH 00°12'35" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1,529.19 FEET TO A POINT ON THE SOUTH LINE OF THE N.W. 1/4 OF SAID SECTION 27; THENCE, LEAVING SAID EAST LINE, BEARING SOUTH 89°40'54" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 560.00 FEET TO A POINT; THENCE, BEARING NORTH 00°12'35" WEST, A DISTANCE OF 1,529.02 FEET TO THE POINT OF BEGINNING.

AMENDMENT MAP

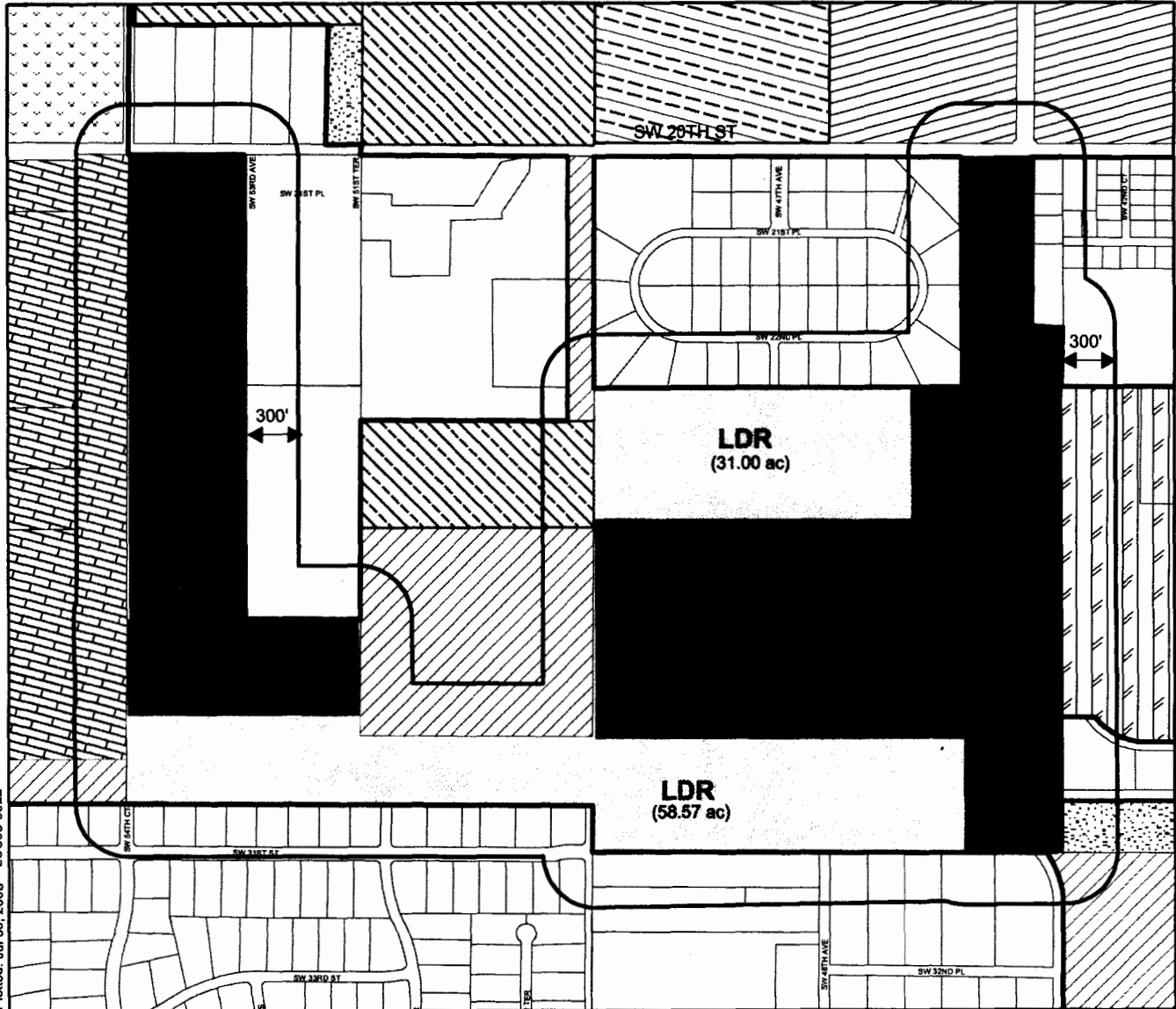
P&Z MEETING: 8/22/2005

CASE NUMBER: LUC05-0022
PARCEL NUMBER: 23320-005-03, 23320-005-25, 23812-000-00,
 23812-001-00 & 23412-005-00
PROPERTY SIZE: APPROX 89.57 AC-LDR, 113.82 AC-MDR & 54.72 AC-PS
ZONING: A-1, R-1 AND R-4 (COUNTY)
PROPOSED: COMPREHENSIVE PLAN AMENDMENT TO CHANGE THE

LOCATION MAP



LAND USE DESIGNATION FROM LOW & MEDIUM DENSITY RESIDENTIAL (COUNTY) & MEDIUM DENSITY RESIDENTIAL (CITY) TO LOW & MEDIUM DENSITY RESIDENTIAL AND PROFESSIONAL SERVICES (CITY) SEC 27 & 28 TWP 15 RNG 21



Plotted: Jul 30, 2005 LUC05-0022

FUTURE LAND USE 2012

Low Density Residential	Neighborhood Business	Light Industrial	Recreation & Open Space	Public Facilities (CRA)	Marion County
Medium Density Residential	Professional Services	Medium Industrial	Agricultural	PARKS:(CRA)	City Limits
High Density Residential	Retail Services	Heavy Industrial	Pending LandUse	Mixed Use 1 (CRA)	
Very High Density Residential	Wholesale & Other Business	Public Buildings & Facilities	Downtown Commercial(CRA)	Mixed Use 2 (CRA)	

Prepared by CITY OF OCALA PLANNING DEPARTMENT

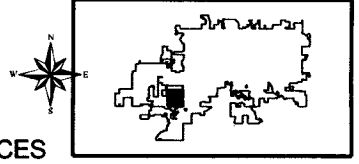
EXHIBIT "B"

AMENDMENT MAP

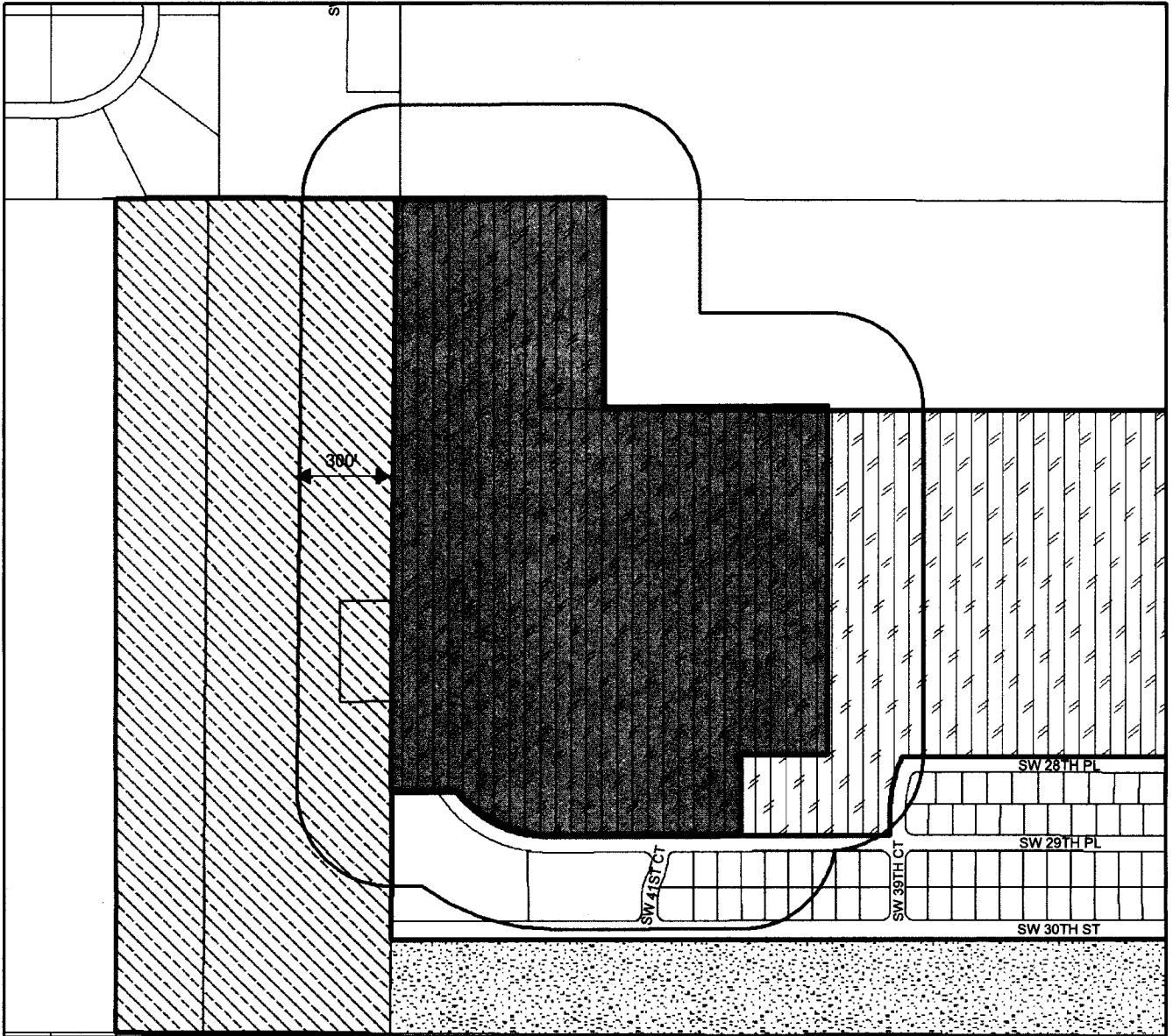
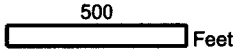
P&Z MEETING: 8/22/2005

CASE NUMBER: LUC05-0030
PARCEL NUMBER: A PORTION OF 2830-000-01
PROPERTY SIZE: APPROX 50.42 AC
ZONING: OP, OFFICE PARK
PROPOSED: COMPREHENSIVE PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATION FROM PROFESSIONAL SERVICES TO RETAIL SERVICES

LOCATION MAP



SEC 27 TWP 15 RNG 21



Plotted: Jul 30, 2005 LUC05-0030

FUTURE LAND USE 2012

Low Density Residential	Neighborhood Business	Light Industrial	Recreation & Open Space	Public Facilities (CRA)	Marion County
Medium Density Residential	Professional Services	Medium Industrial	Agricultural	PARKS:(CRA)	City Limits
High Density Residential	Retail Services	Heavy Industrial	Pending Land Use	Mixed Use 1 (CRA)	
Very High Density Residential	Wholesale & Other Business	Public Buildings & Facilities	Downtown Commercial(CRA)	Mixed Use 2 (CRA)	

Prepared by CITY OF OCALA PLANNING DEPARTMENT

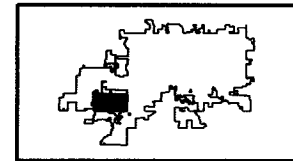
EXHIBIT "B"

ORDINANCE MAP

P&Z MEETING: 8/22/2005

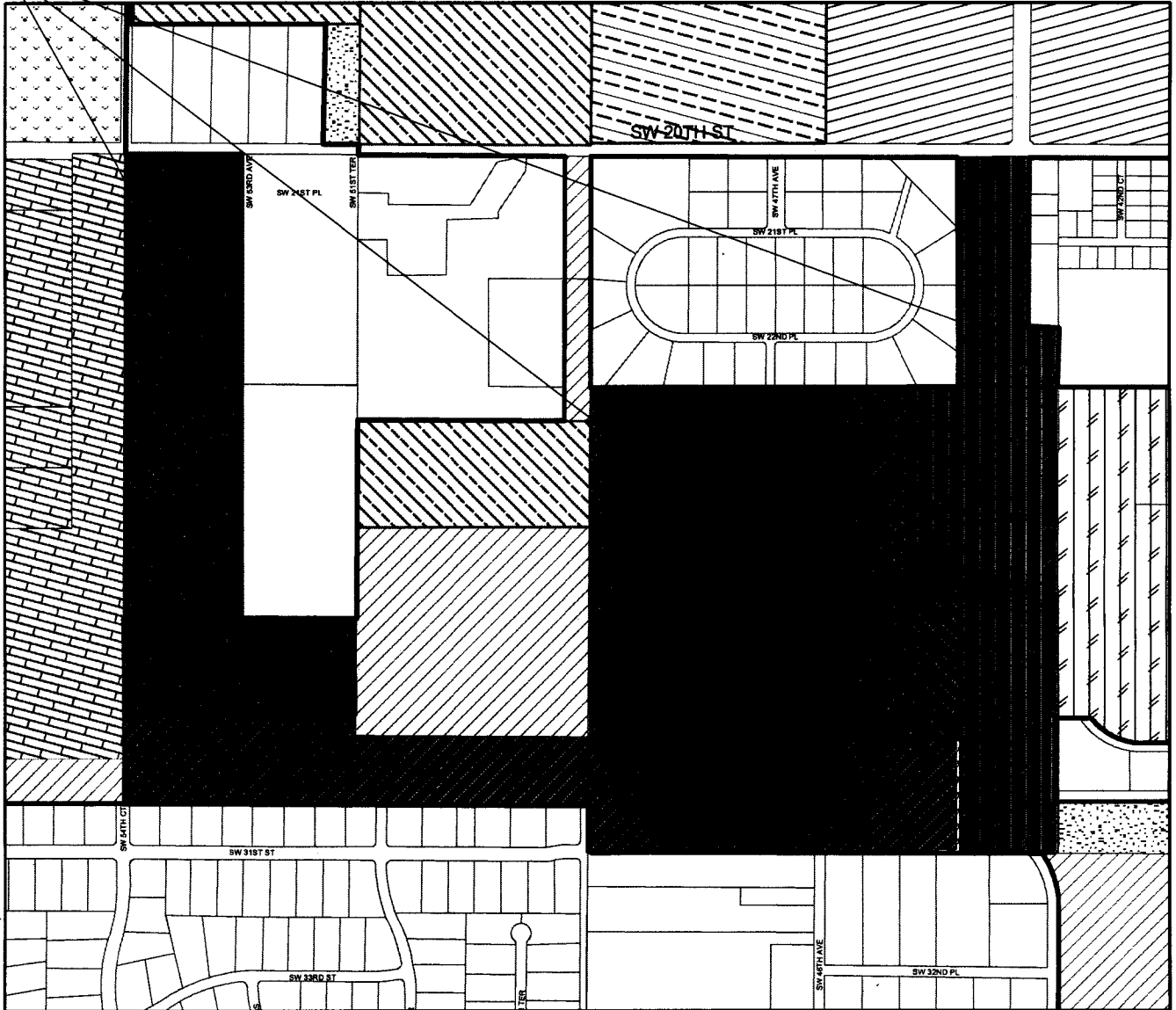
CASE NUMBER: LUC05-0022
PARCEL NUMBER: 23320-005-03, 23320-005-25, 23812-000-00,
 23812-001-00 & 23412-005-00
PROPERTY SIZE APPROX 89.57 AC-LDR, 113.82 AC-MDR & 54.72 AC-PS
ZONING: A-1, R-1 AND R-4 (COUNTY)
PROPOSED: COMPREHENSIVE PLAN AMENDMENT TO CHANGE THE

LOCATION MAP



900
 Feet

LAND USE DESIGNATION FROM LOW & MEDIUM DENSITY RESIDENTIAL (COUNTY) & MEDIUM DENSITY RESIDENTIAL (CITY) TO LOW & MEDIUM DENSITY RESIDENTIAL AND PROFESSIONAL SERVICES (CITY) SEC 27 & 28 TWP 15 RNG 21



Plotted: Jul 30, 2005 LUC05-0022

FUTURE LAND USE 2012

Low Density Residential	Neighborhood Business	Light Industrial	Recreation & Open Space	Public Facilities (CRA)	Marion County
Medium Density Residential	Professional Services	Medium Industrial	Agricultural	PARKS:(CRA)	City Limits
High Density Residential	Retail Services	Heavy Industrial	Pending LandUse	Mixed Use 1 (CRA)	
Very High Density Residential	Wholesale & Other Business	Public Buildings & Facilities	Downtown Commercial(CRA)	Mixed Use 2 (CRA)	

Prepared by CITY OF OCALA PLANNING DEPARTMENT

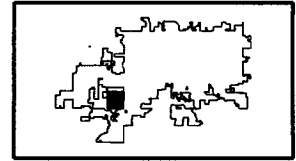
EXHIBIT "C"

ORDINANCE MAP

P&Z MEETING: 8/22/2005

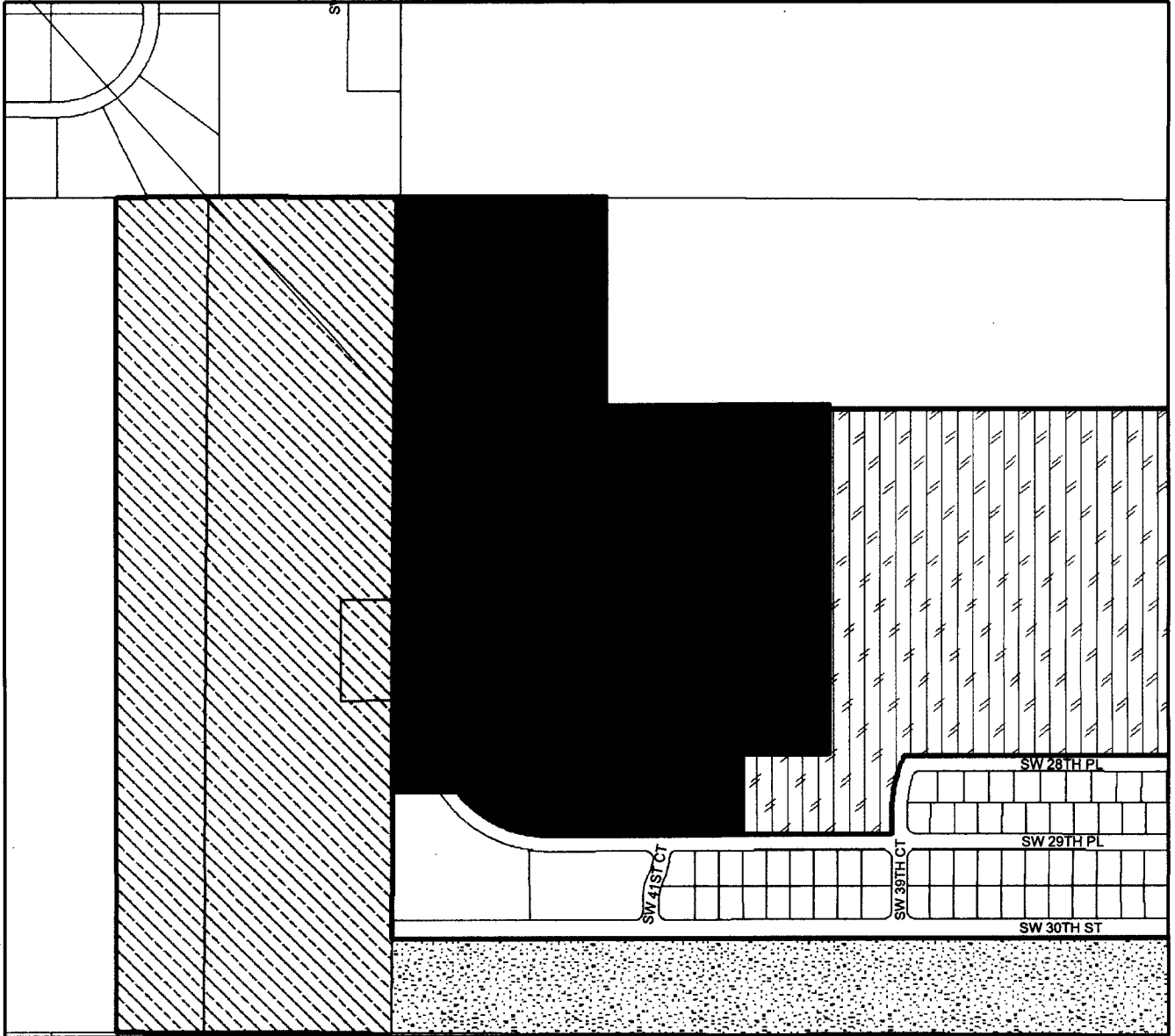
CASE NUMBER: LUC05-0030
PARCEL NUMBER: A PORTION OF 2830-000-01
PROPERTY SIZE: APPROX 50.42 AC
ZONING: OP, OFFICE PARK
PROPOSED: COMPREHENSIVE PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATION FROM PROFESSIONAL SERVICES TO RETAIL SERVICES

LOCATION MAP



SEC 27 TWP 15 RNG 21

500 Feet



Plotted: Jul 30, 2005 LUC05-0030

FUTURE LAND USE 2012

Low Density Residential	Neighborhood Business	Light Industrial	Recreation & Open Space	Public Facilities (CRA)	Marion County
Medium Density Residential	Professional Services	Medium Industrial	Agricultural	PARKS:(CRA)	City Limits
High Density Residential	Retail Services	Heavy Industrial	Pending LandUse	Mixed Use 1 (CRA)	
Very High Density Residential	Wholesale & Other Business	Public Buildings & Facilities	Downtown Commercial(CRA)	Mixed Use 2 (CRA)	

Prepared by CITY OF OCALA PLANNING DEPARTMENT

EXHIBIT "C"

