

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 made and entered into effective as of _____ day of _____, 2026, by and between:

- **City of Ocala**, a Florida municipal corporation ("City");
- **Scannell Properties #608, LLC**, an Indiana limited liability company ("Developer"); and
- **Scannell Properties #746, LLC**, an Indiana limited liability company ("Lot 1 Owner")

WHEREAS:

- Developer is the owner of the real property described on attached **Exhibit A** (the "Developer Property") which is located within the jurisdictional boundaries of the City.
- Lot 1 Owner is the owner of the real property described on attached **Exhibit B** (the "Lot 1" and together with the Developer Property, collectively, the "Property") which is located within the jurisdictional boundaries of the City.
- Developer has previously filed an application for the approval of "*Ocala 75 Logistics Park*", a commercial subdivision (the "Subdivision") consisting of the Property.
- Developer has previously submitted to the City a conceptual plan and construction plans for the Subdivision, which depict the construction of the Improvements (as defined below) relating to the Subdivision. Copies of the construction plans shall be kept on record at the office of the City Engineer of the City and are, by reference, made a part of this Agreement; and
- The Property constitutes all of the real property in the Subdivision.
- 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. *Adequate Assurance* – shall mean and refer to surety in one of the forms prescribed by Section 114-41 of the City Code (e.g. cash in escrow, letter of credit, bond, etc.) as may be selected by Developer, but be in a form reasonably acceptable to City.

2.1.2. *Agreement* – This Agreement, including any Exhibits attached hereto, as the same may be subsequently amended, modified or supplemented pursuant to its' terms and provisions.

2.1.3. *City Code* – The Code of Ordinances of City of Ocala, current as of the date hereof.

2.1.4. *Development Regulations* - shall refer to the Land Development Regulations of the City, current as of the date hereof. 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 roadways, stormwater conveyance system improvements, stormwater retention areas, sanitary sewer mains, sanitary sewer lines, water mains, water lines, water meters, fire hydrants, traffic control devices, sidewalks and grading and appurtenances relating to the Subdivision which are or shall be depicted upon the Plans for the Subdivision which have or shall be filed by the Developer with the City.

2.1.7. *Lot* – shall refer to an individual lot shown on the Plat of the Subdivision

2.1.8. *Plans* – shall refer to the conceptual plan and construction plans for the Subdivision, which depict the construction of the Improvements. Copies of the Plans shall be kept on record at the offices of the City Engineer, and by reference are made a part of this Agreement.

2.1.9. *Plat* – shall refer to the Plat of the Subdivision, after it has been recorded in the Public Records of Marion County, Florida.

2.1.10. *Property* - The real property located in Marion County, Florida described on attached **Exhibit C**.

2.1.11. *Public Improvements* – shall refer to the roadways, stormwater conveyance system improvements within the dedicated public right of way, sanitary sewer mains,

sanitary sewer lines, water mains, water lines, water meters, fire hydrants, traffic control devices, sidewalks, and grading and appurtenances related thereto lying within the dedicated public right of way. 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 sanitary sewer mains and manholes, and sanitary sewer lines and services within the dedicated right of way.

2.1.12. *Private Improvements* – shall refer to landscaping (including but not limited to common areas including berms and respective irrigation systems); stormwater management facilities not included as Public Improvements (including but not limited to drainage swales, spill ways and affiliated structures); water and sanitary sewer facilities not included as Public Improvements; hardscape (including but not limited to entry monuments, signage and gates); driveways (including but not limited to pavement, striping and curbing); traffic control devices not included as Public Improvements, services other than mains (including but not limited to water & sewer); streetlights (to the extent required by Code and in accordance with the Plans; and common area sidewalks.

2.1.13. *Subdivision* – shall refer to the proposed OCALA 75 LOGISTICS PARK, a commercial subdivision, which will be named “*Ocala 75 Logistics Park*”.

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. **Approval.** The City hereby approves the Plans for the Subdivision.

4. **Covenants of Developer and Lot 1 Owner.**

4.1. In addition to the other covenants and agreements of Developer set forth specifically elsewhere in this Agreement, Developer covenants and agrees:

4.1.1. To construct at its own expense all Improvements for the Subdivision according to the 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.

4.1.2. To amend or modify the 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.

4.1.3. To provide to the City a current title opinion acceptable to the City which attests to the Developer's ownership of the Developer's Property and its

right to enter into this Agreement. Developer further agrees 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.

- 4.1.4. To 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.
- 4.1.5. Upon completion of the Public Improvements to provide a full set of reproducible "As-Built" plans for the Public 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.
- 4.1.6. To 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 Subdivision and the construction of the Improvements, all at no cost to the City.
- 4.1.7. Upon completion of the Public Improvements to 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.
- 4.1.8. To pay all applicable fees in accordance with the City Code.
- 4.1.9. To 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.
- 4.1.10. To 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.
- 4.1.11. To provide streetlights, if required, in accordance with the requirements under Chapter 70 of the Code of Ordinances.
- 4.1.12. The Plat shall include a dedication of right of way to the City for that portion of N.W. 11th Street shown as Tract A on the Plat (the "Road Dedication") upon which a portion of the Public Improvements are to be constructed.
- 4.1.13. At the time of development of the commercial lots, a solid waste impact fee will be calculated, due and payable within thirty (30) days of initiation of permanent electric service. Developer shall provide to the City, or cause to be provided by the Developer's general contractor, Adequate Assurance in

accordance with Section 114-41 of City Code, in a form reasonably 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.

- 4.2. In addition to the other covenants and agreements of Lot 1 Owner set forth specifically elsewhere in this Agreement, Lot 1 Owner covenants and agrees:
 - 4.2.1. To provide to the City a current title opinion acceptable to the City which attests to the Lot 1 Owner's ownership of Lot 1 and its right to enter into this Agreement. Lot 1 Owner further agrees 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.
 - 4.2.2. To 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 Subdivision and the construction of the Improvements, all at no cost to the City.
 - 4.2.3. To pay all applicable fees in accordance with the City Code.
 - 4.2.4. To furnish or cause to be furnished to the City by the Lot 1 Owner'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.
 - 4.2.5. To 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.
 - 4.2.6. To provide streetlights, if required, in accordance with the requirements under Chapter 70 of the Code of Ordinances.
 - 4.2.7. The Plat shall include the Road Dedication upon which a portion of the Public Improvements are to be constructed.
 - 4.2.8. At the time of development of the commercial lot, a solid waste impact fee will be calculated, due and payable within thirty (30) days of initiation of permanent electric service. Lot 1 Owner shall provide to the City, or cause to be provided by Lot 1 Owner's general contractor, Adequate Assurance in accordance with Section 114-41 of City Code, in a form reasonably

acceptable to the City, in an amount equal to twenty percent (20%) of the actual costs of the Public Improvements, that Lot 1 Owner 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.

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

- 5.1. To accept and perpetually maintain the Public Improvements within the boundaries of the Subdivision upon the acceptance of the Public Improvements.
- 5.2. That, if the provisions of Sections 6.1, 6.2 and 6.3 below are not applicable, upon completion of the Improvements, and upon approval of the Subdivision by the City Council, 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.
- 5.3. That, if the provisions of Sections 6.1, 6.2 and 6.3 below are applicable, 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) all supporting improvements for the Lots have been constructed and approved by the City; and (ii) the final Plat has been recorded.

6. **Recording of Plat.** The City will allow the immediate recording of the Plat of the Subdivision, and the conveyance of Lots in the Subdivision (or portions thereof) if the Developer complies with the following provisions of this Section. If the Developer elects not to provide a Letter of Credit or other acceptable surety to the City to guarantee the construction of the Improvements for the Subdivision, the Plat will be recorded upon the completion of the construction of the Improvements in accordance with the Plans, and the acceptance thereof by the City. If the Developer elects to provide to the City a Letter of Credit, or some other acceptable surety, the following provisions will apply:

- 6.1. Cost Estimate. Developer will submit to the City, and the City will review and approve, a "*Cost Estimate*" prepared by the Developer's Engineer. The Cost Estimate must be certified to the City.
- 6.2. Adequate Assurance. Upon the Developer providing to the City an Adequate Assurance in accordance with Section 114-41 of the City Code in the amount of one hundred twenty percent (120%) of the approved Cost Estimate which guarantees to the City the performance of the Developer's obligations under this Agreement, the City will complete the execution of the Plat of the Subdivision and allow the Plat to be recorded in the Public Records of Marion County, Florida.

- 6.3. Sale of Lots. Upon the recording of the Plat the Developer will be entitled to convey individual Lots in the Subdivision to third party purchasers. The purchasers of any Lots will be entitled to submit building plans and site plans, procure site plan approvals, procure building plan approvals, procure construction permits, and subject to paragraph 5.3 of this Agreement procure Certificates of Occupancy for improvements constructed on Lots in accordance with the normal approval procedures of the City as established under the City Code. No purchaser of a Lot in the Subdivision will be obligated to complete the obligations of Developer to the City under the terms of this Agreement in order to procure the issuance of a final Certificate of Occupancy by the City for the purchaser's improvements constructed on a Lot in the Subdivision but City shall not be required to issue such Certificate of Occupancy until the conditions in paragraph 5.3 of the Agreement have occurred.
7. **Stormwater Drainage Facilities.** Installation and maintenance of the stormwater drainage facilities (including, without limitation, the improvements previously referred to as the stormwater conveyance system improvements and stormwater retention areas) located in the Subdivision shall be in accordance with the following provisions.
- 7.1. Construction Standards. All stormwater drainage facilities, whether or not such facilities are to be dedicated to the public, will be constructed to the Development Regulations of the City, and the regulations of the District.
- 7.2. Disclaimer of Responsibility. The City does not assume responsibility for the surface stormwater runoff from individual Lots to adjacent Lots or adjacent properties, the responsibility of which shall be solely that of the Developer and Lot 1 Owner, as applicable.
8. **Traffic Control Devices.** All traffic control devices to be constructed by the Developer shall be constructed in accordance with the Development Regulations of the City.
9. **Contingencies; Effective Date.** This obligations of the parties under this Agreement are contingent upon the occurrence of following events (collectively, the "Required Conditions"): (i) the recording of the Plat; 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 March 31, 2026, then either Developer or City may terminate this Agreement by 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.

10. **General Provisions.**

10.1. **Notice.**

10.1.1. 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:

10.1.1.1. 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

10.1.1.2. For Developer:

Scannell Properties #608, LLC
Attn: General Counsel
8801 River Crossing Blvd., Suite 300
Indianapolis, IN, 46240

With Copy to:

Fred N. Roberts, Jr.
Klein & Klein, LLC
40 SE 11th Avenue
Ocala, FL 34471

10.1.1.3. For Lot 1 Owner:

Scannell Properties #746, LLC
Attn: General Counsel
8801 River Crossing Blvd., Suite 300
Indianapolis, IN, 46240

With Copy to:

Fred N. Roberts, Jr.
Klein & Klein, LLC
40 SE 11th Avenue
Ocala, FL 34471

- 1.1.1. Each such Communication shall be deemed delivered:
- a. On the date of delivered if by personal delivery;
 - b. On the date of facsimile transmission if by facsimile; 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 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.
- 1.1.2. 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.
- 1.1.3. 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.
- 1.2. **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.
- 1.3. **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.
- 1.4. **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.
- 1.5. **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.
- 1.6. **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.

- 1.7. **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.
- 1.8. **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.
- 1.9. **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.
- 1.10. **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.
- 1.11. **City Code.** No provision of this Agreement shall supersede or take precedent over any existing ordinances, regulations or codes of the City.
- 1.12. **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.
- 1.13. **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 DEVELOPER

Scannell Properties #608, LLC,
an Indiana limited liability company

Witness Signature

Witness Printed Name

Witness Address

Witness Signature

Witness Printed Name

Witness Address

By: _____
Marc D. Pfleging, Manager

Date _____

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this _____, 2026, by Marc D. Pfleging, as Manager of
Scannell Properties #608, 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: _____

AS TO LOT 1 OWNER

Scannell Properties #746, LLC,
an Indiana limited liability company

Witness Signature

Witness Printed Name

Witness Address

Witness Signature

Witness Printed Name

Witness Address

By: _____
Marc D. Pfleging, Manager

Date _____

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this _____, 2026, by Marc D. Pfleging, as Manager of
Scannell Properties #746, 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
Developer Property

LOTS 3, 4, 5, AND 6, BLOCK A, AND LOTS 3, 4, 5, 6, BLOCK B, TRACT NO. 1, AND A PORTION OF RIGHT OF WAY, OF DEERWOOD COMMERCE CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 54 THROUGH 56, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND PORTION OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT EAST 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE N.E. 1/4 OF SAID SECTION 10 THE FOLLOWING TWO (2) COURSES: (1) THENCE N.89°49'45"W., 629.62 FEET TO THE POINT OF BEGINNING; (2) THENCE N.89°53'04"W., 261.21 FEET TO THE WEST BOUNDARY LINE OF THE EAST 891 FEET OF THE NORTH 660 FEET OF THE S.E 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID SOUTH BOUNDARY LINE, ALONG SAID WEST BOUNDARY LINE S.00°28'31"W., 661.85 FEET; THENCE DEPARTING SAID WEST BOUNDARY LINE S.89°35'06"W., 5.38 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK A OF SAID DEERWOOD COMMERCE CENTER; THENCE ALONG THE EAST BOUNDARY LINE OF SAID LOT 3, BLOCK A, S.00°32'17"W., 400.20 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK A; THENCE DEPARTING SAID EAST BOUNDARY LINE; ALONG THE EAST BOUNDARY LINE OF SAID LOT 3, BLOCK B AND ITS PROJECTION S.00°32'47"W., 604.37 FEET TO THE SOUTH BOUNDARY LINE OF SAID DEERWOOD COMMERCE CENTER; THENCE DEPARTING SAID EAST BOUNDARY LINE, ALONG SAID SOUTH BOUNDARY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE N.89°57'39"W., 1,738.18 FEET; (2) THENCE N.89°34'53"W., 496.60 FEET TO THE SOUTHWESTERLY CORNER OF SAID DEERWOOD COMMERCE CENTER; THENCE DEPARTING SAID SOUTH BOUNDARY LINE ALONG THE WEST BOUNDARY LINE OF SAID DEERWOOD COMMERCE CENTER N.00°30'17"E., 343.31 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE N.E 1/4 OF THE S.W. 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID WEST BOUNDARY LINE ALONG SAID SOUTH BOUNDARY LINE N.89°38'39"W., 779.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 44 AVENUE (A 100' RIGHT OF WAY PER OFFICIAL RECORDS BOOK 5287, PAGE 63) THENCE DEPARTING SAID SOUTH BOUNDARY LINE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) THENCE N.00°07'35"W., 19.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 905.00 FEET, A CENTRAL ANGLE OF 57°08'33", AND A CHORD BEARING AND DISTANCE OF N.28°58'41"E., 865.64 FEET; (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 902.58 FEET TO THE END OF SAID CURVE; (3) THENCE N.57°33'11"E., 478.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,005.00 FEET, A CENTRAL ANGLE OF 19°51'19", AND A CHORD BEARING AND DISTANCE OF N.47°35'50"E., 346.53 FEET; (4) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 348.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,005.00 FEET, A CENTRAL ANGLE OF 18°50'04", AND A CHORD BEARING AND DISTANCE OF N.28°11'58"E., 328.88 FEET; (5) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 330.37 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE ON A COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF

108°45'27", AND A CHORD BEARING AND DISTANCE OF S.35°35'47"E., 81.29 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 94.91 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY S.89°53'59"E., 1,389.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 49.87 FEET, A CENTRAL ANGLE OF 53°23'53", AND A CHORD BEARING AND DISTANCE OF N.63°06'43"E., 44.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 46.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 68°16'03", AND A CHORD BEARING AND DISTANCE OF N.71°23'22"E., 112.23 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 119.15 FEET TO THE END OF SAID CURVE; THENCE N.00°30'30"E., 192.20 FEET; THENCE S.89°48'41"E., 199.94 FEET; THENCE S.89°50'26"E., 277.96 FEET; THENCE S.00°30'35"W., 422.21 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 108.55 ACRES, MORE OR LESS.

EXHIBIT B

Lot 1

LOT 1 OF THE PROPOSED PLAT OF OCALA 75 LOGISTICS PARK, BEING A PORTION OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 10; THENCE S.69°59'17"W., 3066.04 FEET TO THE POINT OF BEGINNING; THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 46.00 FEET, A CENTRAL ANGLE OF 29°15'56", AND A CHORD BEARING AND DISTANCE OF S.46°45'14"W., 23.24 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.50 FEET TO THE END OF SAID CURVE; THENCE S.33°36'46"W., 22.18 FEET; THENCE S.32°05'37"W., 144.98 FEET; THENCE S.50°51'46"W., 77.95 FEET; THENCE S.70°59'02"W., 43.93 FEET; THENCE S.00°52'26"W., 46.22 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10; THENCE ALONG SAID SOUTH BOUNDARY N.89°38'39"W., 832.68 FEET TO THE EASTERLY RIGHT OF WAY LINE N.E. 44TH AVENUE (100' RIGHT OF WAY); THENCE DEPARTING SAID SOUTH BOUNDARY ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING TWO (2) COURSES: (1) N.00°07'35"W., 19.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 905.00 FEET, A CENTRAL ANGLE OF 49°32'48", AND A CHORD BEARING AND DISTANCE OF N.25°10'48"E., 758.44 FEET; (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 782.60 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY, S.20°55'02"E., 54.40 FEET; THENCE S.41°14'35"E., 40.35 FEET; THENCE S.89°39'42"E., 317.37 FEET; THENCE N.29°47'43"E., 64.37 FEET; THENCE S.32°21'27"E., 298.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 24°54'03", AND A CHORD BEARING AND DISTANCE OF S.44°48'28"E., 232.84 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 234.69 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 12.09 ACRES, MORE OR LESS.

EXHIBIT C
Property

LOTS 3, 4, 5, AND 6, BLOCK A, AND LOTS 3, 4, 5, 6, BLOCK B, TRACT NO. 1, AND A PORTION OF RIGHT OF WAY, OF DEERWOOD COMMERCE CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 54 THROUGH 56, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND PORTION OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT EAST 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE N.E. 1/4 OF SAID SECTION 10 THE FOLLOWING TWO (2) COURSES: (1) THENCE N.89°49'45"W., 629.62 FEET TO THE POINT OF BEGINNING; (2) THENCE N.89°53'04"W., 261.21 FEET TO THE WEST BOUNDARY LINE OF THE EAST 891 FEET OF THE NORTH 660 FEET OF THE S.E 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID SOUTH BOUNDARY LINE, ALONG SAID WEST BOUNDARY LINE S.00°28'31"W., 661.85 FEET; THENCE DEPARTING SAID WEST BOUNDARY LINE S.89°35'06"W., 5.38 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK A OF SAID DEERWOOD COMMERCE CENTER; THENCE ALONG THE EAST BOUNDARY LINE OF SAID LOT 3, BLOCK A, S.00°32'17"W., 400.20 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK A; THENCE DEPARTING SAID EAST BOUNDARY LINE; ALONG THE EAST BOUNDARY LINE OF SAID LOT 3, BLOCK B AND ITS PROJECTION S.00°32'47"W., 604.37 FEET TO THE SOUTH BOUNDARY LINE OF SAID DEERWOOD COMMERCE CENTER; THENCE DEPARTING SAID EAST BOUNDARY LINE, ALONG SAID SOUTH BOUNDARY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE N.89°57'39"W., 1,738.18 FEET; (2) THENCE N.89°34'53"W., 496.60 FEET TO THE SOUTHWESTERLY CORNER OF SAID DEERWOOD COMMERCE CENTER; THENCE DEPARTING SAID SOUTH BOUNDARY LINE ALONG THE WEST BOUNDARY LINE OF SAID DEERWOOD COMMERCE CENTER N.00°30'17"E., 343.31 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE N.E 1/4 OF THE S.W. 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID WEST BOUNDARY LINE ALONG SAID SOUTH BOUNDARY LINE N.89°38'39"W., 779.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 44 AVENUE (A 100' RIGHT OF WAY PER OFFICIAL RECORDS BOOK 5287, PAGE 63) THENCE DEPARTING SAID SOUTH BOUNDARY LINE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) THENCE N.00°07'35"W., 19.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 905.00 FEET, A CENTRAL ANGLE OF 57°08'33", AND A CHORD BEARING AND DISTANCE OF N.28°58'41"E., 865.64 FEET; (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 902.58 FEET TO THE END OF SAID CURVE; (3) THENCE N.57°33'11"E., 478.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,005.00 FEET, A CENTRAL ANGLE OF 19°51'19", AND A CHORD BEARING AND DISTANCE OF N.47°35'50"E., 346.53 FEET; (4) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 348.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,005.00 FEET, A CENTRAL ANGLE OF 18°50'04", AND A CHORD BEARING AND DISTANCE OF N.28°11'58"E., 328.88 FEET; (5) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 330.37 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE ON A COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF

108°45'27", AND A CHORD BEARING AND DISTANCE OF S.35°35'47"E., 81.29 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 94.91 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY S.89°53'59"E., 1,389.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 49.87 FEET, A CENTRAL ANGLE OF 53°23'53", AND A CHORD BEARING AND DISTANCE OF N.63°06'43"E., 44.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 46.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 68°16'03", AND A CHORD BEARING AND DISTANCE OF N.71°23'22"E., 112.23 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 119.15 FEET TO THE END OF SAID CURVE; THENCE N.00°30'30"E., 192.20 FEET; THENCE S.89°48'41"E., 199.94 FEET; THENCE S.89°50'26"E., 277.96 FEET; THENCE S.00°30'35"W., 422.21 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 108.55 ACRES, MORE OR LESS.