

Rec. \$ \_\_\_\_\_

Prepared by and Return to:  
Fred N. Roberts, Jr., Esq.  
Klein & Klein, LLC  
40 SE 11<sup>th</sup> Avenue  
Ocala, FL 34471

**CONCURRENCY DEVELOPMENT AGREEMENT  
PURSUANT TO  
CHAPTER 163, FLORIDA STATUTES**

THIS CONCURRENCY DEVELOPMENT AGREEMENT is executed by the Parties as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and having the Effective Date specified below, is entered into by and between:

- **CITY OF OCALA**, a Florida municipal corporation (“*City*”);
- **LAKE LOUISE, LLC**, a Florida limited liability company (“*Lake Louise*”);
- **THE ROSEMERE APARTMENTS, LLC**, a Georgia limited liability company (“*Rosemere*”).

**RECITALS:**

- A.** Lake Louise owns a parcel of real property located in Marion County, Florida (the “*County*”), also located within the jurisdictional boundaries of the City, being more particularly described in **Exhibit A** attached hereto and incorporated herein (the “*Lake Louise Property*”).
- B.** Rosemere owns a parcel of real property located in Marion County, Florida, also located within the jurisdictional boundaries of the City, being more particularly described in **Exhibit B** attached hereto and incorporated herein (the “*Rosemere Property*”).
- C.** Rosemere retained Kimley-Horn and Associates, Inc., consulting engineers, to prepare a Traffic Impact Analysis (“*Traffic Study*”) of the effect on transportation facilities of the proposed development of the Projects on the Rosemere Property and Lake Louise Property based upon a methodology reviewed and approved by the City, County and the Ocala/Marion County Transportation Planning Organization (“*TPO*”). The Traffic Study dated October 2022 and approved by the City on October 27, 2022, has been reviewed and approved by City. The final approved Traffic Study, as revised, is by this reference incorporated into the terms of this Agreement.
- D.** Rosemere and Lake Louise (collectively, “*Owners*”) have made application to City for a Concurrency Development Agreement to facilitate mitigation of certain intersections which have or will have inadequate facility capacity at peak hour as a result of current and future background traffic not related to development of the Projects, as determined by the Traffic Study.
- E.** The Traffic Study projects that based on the adopted level of service standards of the City and County certain transportation facilities identified in this Agreement currently have inadequate facility capacity at peak hour and will thus have inadequate facility capacity for the projected new traffic generated by the build-out of the Properties, taking into account existing background traffic and projected growth of existing traffic and background traffic. Owners and City have agreed that additional new traffic

facilities, upgrades to existing traffic facilities, and dedication of right-of-way by Owners shall be constructed or dedicated as applicable, to mitigate for a portion of the Deficient Facility.

- F. Florida Statutes 163.3180 and Chapter 86 of the City Code provides that, in the case of inadequate traffic facility capacity, a property owner may enter into a Concurrency Development Agreement with the City to provide or fund traffic facilities system improvements. This Agreement shall constitute a Concurrency Development Agreement under the provisions of Chapter 86 of the City Code.
- G. Section 10-323 of the County Impact Fee Ordinance provides for Owners to be provided with a credit against Impact Fees pursuant to a written Impact Fee Credit Agreement approved by the County Commission for conveyance of ROW and construction or expansion of Transportation Facilities.
- H. Owners are entitled to Impact Fee Credits pursuant to the County Impact Fee Ordinance in Section 163.3180, Florida Statutes.
- I. City has held public hearings to accept and encourage public input with respect to the proposals of Owners contained in this Agreement, and has considered public input. City has determined that the provisions of this Agreement and the contemplated vesting of development rights contemplated by this Agreement are consistent with, and not in contravention of, the provisions of the City's Concurrency Management System, as codified in Chapter 86 of the City Code.
- J. City has provided its Notice of Intent to consider entering in this Concurrency Development Agreement by advertisements published in the Ocala Star-Banner, a newspaper of general circulation and readership in Marion County, Florida, on \_\_\_\_\_ and \_\_\_\_\_, and by mailing a copy of the Notice of Intent to Owners, and to the persons and entities shown on the most recent Marion County Tax Roll to be the owners of property lying within three hundred feet (300') of the boundaries of the Properties which are the subject-matter of this Agreement, and by announcing the date, time, and place of the second hearing during the first hearing.
- K. The City Council of the City has held public hearings on \_\_\_\_\_ and \_\_\_\_\_, to consider this Agreement, has found and determined that its execution of this Agreement will further the objectives of the Local Government Comprehensive Planning and Land Development Regulation Act, and that the development contemplated and permitted by this Agreement complies with the City's Code.

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

1. **Incorporation of Recitals & Exhibits.** The parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The content of all Exhibits referenced in this Agreement and attached hereto are incorporated into the terms of this Agreement.
2. **Definitions.** In addition to any other terms which may be specifically defined elsewhere in this Agreement, for the purposes of this Agreement the following terms shall have the following meanings:
  - 2.1 ***"Agreed Intersection Improvements"*** – Those certain improvements set forth in Section 4.2.

- 2.2 ***“Agreed Intersection Improvement Costs”*** - The actual out of pocket construction, design and permitting costs to construct the Agreed Intersection Improvements.
- 2.3 ***“Agreement”***— This Concurrency Development Agreement, as the same may be subsequently amended, modified, or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3220 through 163.3243, inclusive, of the Florida Statutes.
- 2.4 ***“City”***— City of Ocala, a Florida municipal corporation.
- 2.5 ***“City’s CMS”***— City’s Concurrency Management System, as codified in Chapter 86 of the City Code.
- 2.6 ***“City Code”*** —Code of Ordinances of the City of Ocala, Florida.
- 2.7 ***“Constructing Party”*** – a Party that undertakes design, permitting and construction of the the Agreed Intersection Improvements, or of a portion thereof.
- 2.8 ***“Conveyed ROW”*** – Collectively, Rosemere ROW to be conveyed to County pursuant to this Agreement.
- 2.9 ***“Effective Date”*** —The date the terms of this Agreement become effective, as set forth in Section 10.16.
- 2.10 ***“Governmental Authority”*** – Any governmental entity, agency, department, bureau, division, or other representative of any governmental entity which has jurisdiction, permitting authority, or the authority to issue authorizations or approvals regarding development or usage of the Property or any portion thereof, all Improvements (as defined below) which are the subject of this Agreement, and all road, stormwater management and utilities Improvements or facilitates which are the subject of this Agreement
- 2.11 ***“Lake Louise Project”*** - The development of 820 residential dwelling units or any other new use or uses authorized by this Agreement that does not exceed equivalent number of PM peak hour trips.
- 2.12 ***“Lake Louise Property”*** - That certain real property more particularly described and depicted on **Exhibit A** attached hereto.
- 2.13 ***“Rosemere Project”*** - The development of the Rosemere Property for up to 326 multi-family residential units or any other new use or uses authorized by this Agreement that does not exceed the PM peak hour trip equivalent of 326 multi-family residential units.
- 2.14 ***“Rosemere Property”*** – That certain real property more particularly described on **Exhibit B** attached hereto.
- 2.15 ***“Rosemere ROW”*** – That certain portion of the Rosemere Property more particularly described and depicted on **Exhibit C** attached hereto.
- 2.16 ***“Party” or “Parties”***— As applicable, either Lake Louise, Rosemere or City or all of Lake Louise, Rosemere and City. A “Party” shall be deemed to include any third party successor by conveyance or otherwise to Lake Louise or Rosemere as the owner of any portion of the Properties.

- 2.17 ***“Properties”*** — collectively, the Lake Louise Property and the Rosemere Property, including as the same may be subdivided.
- 2.18 ***“Projects”*** – Collectively, the Rosemere Project and the Lake Louise Project.
- 2.19 ***“Transportation Mitigation”*** – The Agreed Intersection Improvements to be constructed or modified and the Conveyed ROW to be donated to the City and/or County all pursuant hereto.
- 2.20 ***“Reservation of Capacity” or “Reserved Capacity” or “Capacity Reservation”*** — The reservation of exterior traffic capacity (Trips) for the benefit of the Properties pursuant to Section 5.
- 2.21 ***“Traffic Study”*** — Collectively the Traffic Impact Analysis dated October 2022, prepared by Kimley-Horn and Associates, Inc. (“KHA”), consulting traffic engineers, regarding the Property as stated in Recital C. The Traffic Study has been: (i) prepared in accordance with the methodology agreed to by City; and (ii) reviewed, approved, and accepted by City on October 27, 2022.
- 2.22 ***“Transportation Facilities”*** – All public roads, streets, or highways (collectively the ***“Roadway Segments”***), and intersections (***“Intersections”***) studied pursuant to the Traffic Study.
- 2.23 ***“Trips”*** or ***“Project Trips”*** – The projected traffic impact of the development of the Property, or a Parcel thereof, measured in terms of net new PM external peak hour vehicle trip generation
- 2.24 ***“Water Management District”*** or ***“District”*** – The St. Johns River Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of surface water and stormwater management systems, and Stormwater Management Facilities, for the Properties and for all roadway improvements, and (if applicable) utilities improvements, to be constructed under the terms of this Agreement.

3. **Representations and Warranties.** As a material inducement to the other Parties to enter into this Agreement, each Party makes the following representations and warranties to the other Parties to this Agreement:

3.1 **Owners Representations and Warranties.** Owners represent and warrant to City that:

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

- 3.1.4 Lake Louise is, or was at the relevant times, the legal and equitable owner of the Lake Louise Property.
- 3.1.5 Rosemere is, or was at the relevant times, the legal and equitable owner of the Rosemere Property.
- 3.1.6 The execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of any agreement, covenant, Court Order, Judgment, or the governing documents of Owners.

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

- 3.2.1 The actions by City hereunder are consistent with the terms and provisions of the City's Comprehensive Plan.
- 3.2.2 City has taken all necessary actions prerequisite to the execution and delivery of this Agreement, including but not limited to the necessary public hearings, providing proper notice of the public hearings, and the conducting of public hearings related thereto.
- 3.2.3 Upon the execution and delivery of this Agreement by City, the obligations of City shall be valid and binding obligations of City.
- 3.2.4 Execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of the City's Charter, the City Code or by the terms and provisions of any agreement, covenant, Court Order or Judgment to which City is a party.
- 3.2.5 Rosemere has, pursuant to the provisions of Section 5.1, reserved, with regard to the Rosemere Property, transportation facilities for external trips ingressing and egressing to or from the Rosemere Property in the amount of 127 net new PM peak hour Trips.
- 3.2.6 Lake Louise has, pursuant to the provisions of Section 5.2, reserved, with regard Lake Louise Property, transportation facilities for external trips ingressing and egressing to or from the Lake Louise Property in the amount of 373 net new PM peak hour Trips.

**4. Traffic Facilities; Traffic Concurrency; Acknowledgement Regarding Proportionate Share Mitigation.**

- 4.1 **Conveyance of Right of Way.** Prior to the Final Completion Acknowledgment, Rosemere shall cause the Rosemere ROW to be dedicated as Right of Way to the County. The Rosemere ROW shall be dedicated by either deed or easement to the County.
- 4.2 **Traffic Study; Deficient Facility; Agreed Upon Intersection Improvements.** The Traffic Study established that, based upon the buildout of background projects and prior to development of the Projects, certain intersections do not operate compliant with its specified level of service
  - 4.2.1 The Traffic Study established the following Transportation Facilities as being deficient within the applicable study area (collectively, the "***Deficient Facility***"):

- (a) Intersection of SW 32<sup>nd</sup> Street and CR 475;
- (b) Intersection of US 441 and SW 32<sup>nd</sup> Street;
- (c) Intersection of SW 27<sup>th</sup> Avenue and SW 42<sup>nd</sup> Street;
- (d) Intersection of SW 7<sup>th</sup> Avenue at SW 32<sup>nd</sup> Street.

**4.2.2** The Parties expressly acknowledge and agree that the Deficient Facility exceeds level of service standards prior to development of the Projects and therefore proportionate share mitigation is not required in connection with the Projects.

**4.2.3** The foregoing notwithstanding, Owners have agreed in connection with approval of the Projects to construct and install the signalization of the intersection of SW 7<sup>th</sup> Avenue at SW 32<sup>nd</sup> Street, construction of an exclusive southbound left-turn lane, and lengthening of the eastbound left-turn lane (collectively, the “Agreed Intersection Improvements”). The Agreed Intersection Improvements shall include the following:

- 4.2.3.1** Construction of a mast-arm traffic signal constructed to City specifications;
- 4.2.3.2** Construction of a 370-foot exclusive southbound left-turn lane;
- 4.2.3.3** Lengthening of the eastbound left-turn lane to 355 feet; and
- 4.2.3.4** Construction of a 180-foot westbound left-turn lane.

#### **4.3 Requirement Regarding Construction of Agreed Intersection Improvements.**

- 4.3.1** Subject to the limitations hereof, Rosemere or, as and to the extent permitted hereby another Constructing Party, shall design, permit and construct the Agreed Intersection Improvements.
- 4.3.2** Lake Louise and Rosemere hereby acknowledge that the Agreed Intersection Improvements shall be completed prior to the issuance of a Certificate of Occupancy for any portion of either the Lake Louise or Rosemere Property.
- 4.3.3** The Constructing Party shall diligently pursue completion of the Agreed Intersection Improvements upon commencement thereof but shall in any event be completed within 12 months of commencement thereof.
- 4.3.4** Other Constructing Party. Notwithstanding any provision of this Agreement, either (i) at any time prior to the date that Rosemere commences the design, permitting or construction of Agreed Intersection Improvements, or (ii) at any time Rosemere has not, after sixty (60) days written notice from Lake Louise, commenced construction of Agreed Intersection Improvements, Lake Louise may elect to design, permit or construct such Agreed Intersection Improvements pursuant to the provisions of this Section 4.2 hereof.

- (a) If so elected, Lake Louise (an “***Electing Party***”) shall provide notice of its election to design, permit or construct Agreed Intersection Improvements by providing notice to all other Parties no less than one (1) month in advance of the Electing Party’s commencement of the work it elects to perform. In the event Rosemere has failed to commence construction of the Agreed Intersection Improvements within sixty (60) days of written notice from Lake Louise such written notice shall satisfy the requirement of one (1) month’s advanced notice of the Electing Party’s commencement of the work it elects to perform.
- (b) Electing Party may only elect to design, permit, or construct all Agreed Intersection Improvements; that is, Electing Party may not elect to design, permit, and construct only some Agreed Intersection Improvements.
- (c) If Electing Party elects to design, permit, and construct the Agreed Intersection Improvements, the Electing Party shall promptly commence such activity, shall thereafter be the Constructing Party, and shall pursue completion with due diligence; any construction being performed by Electing Party shall be completed in accordance with Section 4.2.3.
- (d) The Constructing Party shall provide notice to all other parties of the dates of its commencement and completion of any Agreed Intersection Improvements.

**4.4**     Completion. Upon completion of construction of the Agreed Intersection Improvements, the Constructing Party shall provide to City and the Non-Constructing Party a notice of completion (the “***Completion Notice***”), which Completion Notice shall be accompanied by the following items (the “***Completion Materials***”):

- 4.4.1.1**        As Built Survey(s) of the Agreed Intersection Improvements;
- 4.4.1.2**        Testing results of the Agreed Intersection Improvements, signed and sealed by a professional authorized by applicable governmental agency to sign such work;
- 4.4.1.3**        Certification from a licensed civil engineer that the Agreed Intersection Improvements have been completed in substantial accordance with all applicable permits;
- 4.4.1.4**        Detailed Intersection Improvement Costs, together with copies of invoices, payments to all contractors, subcontractors, vendors and materialmen and copies of lien releases from each contractor, subcontractor, vendor, and materialman providing services in connection with the Agreed Intersection Improvements; and
- 4.4.1.5**        Itemized breakdown of those portions of the Intersection Improvement Costs.

- (b) City shall within thirty (30) days from receipt of the Completion Notice and Completion Materials inspect the Agreed Intersection Improvements and Agreed Intersection Improvements Costs to confirm that they have been constructed in accordance with the requirements of this Agreement and all applicable permits, and provide notice of their determination to the other parties. City's failure to respond within 30 days from receipt of the Completion Notice shall be deemed to constitute City's approval thereof, and a Final Completion Acknowledgement shall be deemed delivered on such 30<sup>th</sup> day. If such notice sets forth deficiencies in the Agreed Intersection Improvements (each as "**Deficiency Notice**"), City and the Constructing Party shall work in good faith to agree upon the nature of the deficiencies in the Agreed Intersection Improvements (each a "**Deficiency**" and, if more than one, collectively the "**Deficiencies**"), the appropriate remedy for Deficiencies, and thereafter Constructing Party shall work diligently to cure said Deficiencies until completion. Upon completion of remedying the Deficiencies, the Constructing Party shall provide to City written notice of Completion (a "**Subsequent Completion Notice**") with updated Completion Materials and City shall have 15 days from receipt thereof to inspect and make a reasonable determination as to completion. At such time as City has determined that all Agreed Intersection Improvements have been fully completed in substantial accordance with the requirements of this Agreement and the Agreed Intersection Improvements Permits, City shall provide written notice of such final completion (the "**Final Completion Acknowledgment**") within 10 days of such determination by City. City's failure to respond within 25 days from receipt of a Subsequent Completion Notice shall be deemed to constitute City's approval thereof, and a Final Completion Acknowledgement shall be deemed delivered on such 25<sup>th</sup> day.
- (c) In the event that after good faith negotiations for not less than 45 days from a Deficiency Notice, City and Constructing Party are unable to come to an agreement regarding the nature of or appropriate remedy for any Deficiencies, then City and Constructing Party shall submit the matter to binding arbitration pursuant to the terms of this paragraph. City and the Constructing Party shall either agree upon a civil engineer licensed in the State of Florida to arbitrate the matter, or shall agree to some other third party to arbitrate the matter or, in the event City and Constructing Party cannot agree upon an arbitrator, each Party shall select an engineer licensed in the State of Florida to serve as that Party's arbitrator and the licensed engineers so selected shall select a third party, who may or may not be a licensed engineer in the State of Florida, said engineers so selected and said third party so selected to serve as a panel of arbitrators. The matter shall be submitted for binding arbitration to the arbitrator or panel of arbitrators so selected. The arbitrator or panel of arbitrators shall determine whether the Deficiencies exist and, if so, the appropriate remedy for such Deficiencies. The determination of the arbitrator or panel of arbitrators shall be final and binding upon the City and Constructing Party.

**4.4.2 Intersection Improvement Cost Share.** Rosemere and Lake Louise hereby agree that the cost of the Agreed Intersection Improvements shall be initially borne by



the Constructing Party. However, Rosemere and Lake Louise further acknowledge and agree that the Intersection Improvement Cost shall be allocated between them as follows: (i) Rosemere – 25.4% (“***Rosemere Reimbursement Amount***”); and (ii) Lake Louise – 74.6% (“***Lake Louise Intersection Reimbursement Amount***”). Regarding the payment or reimbursement thereof, the Parties agree as follows:

- (a) The Non-Constructing Party shall pay to the Constructing Party an amount equal to their applicable percentage of the Intersection Improvement Cost.
- (b) The Non-Constructing Party shall pay the applicable sum to the Constructing Party in accordance with the terms of a separate cost share agreement being executed by and between Lake Louise and Rosemere contemporaneously herewith.

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

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

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

## **5. Capacity Reservations.**

**5.1 Reservation of Capacity to Rosemere.** In consideration of Rosemere’s respective obligations under this Agreement, there is reserved in favor of Rosemere, for the benefit of the Rosemere Property, traffic facilities capacity for external Trips, ingressing and egressing to or from the Rosemere Property, in the amount of **127** net new external PM peak hour Trips. Such reservation of capacity shall have a term commencing on the Effective Date of this Agreement and ending on the date that is 30 years after the Effective Date of this Agreement. Any extensions of the reservation of capacity beyond such date shall require an amendment of this Agreement and subsequent review and approval of an updated Traffic Study.

Simultaneous with the execution of this Agreement, City will issue to Rosemere, for the benefit of Rosemere, and for the benefit of the Rosemere Property, a concurrency determination in accordance with the normal procedures of City's CMS.

**5.2 Reservation of Capacity to Lake Louise Property.** In consideration of the owner of the Lake Louise Property's respective obligations under this Agreement there is reserved in favor of the owner of the Lake Louise Property, for the benefit of the Lake Louise Property, traffic facilities capacity for external Trips, ingressing and egressing to or from the Lake Louise Property, in the amount of **373** net new external PM peak hour Trips. Such reservation of capacity shall have a term commencing on the Effective Date of this Agreement and ending on the date that is 30 years after the Effective Date of this Agreement. Any extensions of the reservation of capacity beyond such date shall require an amendment of this Agreement and subsequent review and approval of an updated Traffic Study. Simultaneous with the execution of this Agreement, City will issue to the Owner of Lake Louise Property, for the benefit of the Owner of Lake Louise Property, and for the benefit of the Lake Louise Property, a concurrency determination in accordance with the normal procedures of City's CMS.

**5.3 Capacity Reservation Fees of Rosemere.** In consideration of Rosemere's agreement to pay for its applicable share of and construct the Agreed Intersection Improvements, dedicate the Rosemere ROW, and to construct (or pay for construction of) the Agreed Intersection Improvements pursuant to this Agreement, City agrees that, in lieu of the schedule provided in Section 86-7(c)(2) of the City Code, Rosemere's obligation to pay capacity reservation fees (in the form of prepaid transportation impact fees) shall be deemed satisfied.

**5.4 Capacity Reservation Fees of Lake Louise.** In consideration of the owner of the Lake Louise Property's agreement to pay for a portion of the Agreed Intersection Improvements, pursuant to this Agreement, City agrees that, in lieu of the schedule provided in Section 86-7(c)(2) of the City Code, Lake Louise's obligation to pay capacity reservation fees (in the form of prepaid transportation impact fees) shall be deemed satisfied.

## **6. Development Permits Required.**

**6.1 Local Development Permits for Lake Louise Property.** The local development permits approved or needed to be approved for development of the Lake Louise Project in accordance with the provisions of this Agreement, and the status of each such permit or approval, are as follows:

<b>PERMITS/APPROVALS</b>	<b>STATUS</b>
City Rezoning Approval of the Lake Louise Property to PD	Approved
City Site Plan Approval	To Be Obtained
City Building Permits	To Be Obtained
City of Ocala Right-of-Way permit	
SW 32 <sup>nd</sup> Street Off-Site Improvements Plan Approvals from the City [this shall be deemed approved if and when obtained by Constructing Party]	Pending
SW 7 <sup>th</sup> Avenue Off-Site Improvements Plan Approvals from the County [this shall be deemed approved if and when obtained by Constructing Party]	Pending
Issuance of Certificate of Concurrency by City	Pending
Water Management District Environmental Resources (Stormwater) Permit	To Be Obtained

PERMITS/APPROVALS	STATUS
FDEP Permit — extension of City potable water system	To Be Obtained
FDEP Permit — extension of City sanitary sewer system	To Be Obtained
<i>Nothing in this Agreement shall be deemed to obligate the Lake Louise's compliance with terms and provisions of each such identified permit, nor to obligate the City or any other agency to grant any of the permits, actions or approvals enumerated above.</i>	

- 6.2 Local Development Permits for Rosemere Property.** The local development permits approved or needed to be approved for development of the Rosemere Project in accordance with the provisions of this Agreement, and the status of each such permit or approval, are as follows:

PERMITS/APPROVALS	STATUS
City Rezoning Approval of the Rosemere Property to PD	Approved
City Site Plan Approval	Approved
City Building Permits	To Be Obtained
SW 32 <sup>nd</sup> Street Off-Site Improvements Plan Approvals from the City [this shall be deemed approved if and when obtained by Constructing Party]	Pending
SW 7 <sup>th</sup> Avenue Off-Site Improvements Plan Approvals from the County [this shall be deemed approved if and when obtained by Constructing Party]	Pending
Issuance of Certificate of Concurrency by City	Pending
Water Management District Environmental Resources (Stormwater) Permit	Approved
FDEP Permit — extension of City potable water system	Approved
FDEP Permit — extension of City sanitary sewer system	Approved
<i>Nothing in this Agreement shall be deemed to obligate the Rosemere's compliance with terms and provisions of each such identified permit, nor to obligate the City or any other agency to grant any of the permits, actions or approvals enumerated above.</i>	

- 6.3 Additional Permits, Etc.** The failure of this Agreement to address any particular permit, condition, term, or restriction on development shall not relieve the Owners, City or County of the necessity of complying with the law governing said permitting requirement, conditions, terms, or restrictions with respect to the contemplated development of the Property, as applicable.
- 7. Public Facilities.** The Public Facilities that will service development of the Projects on the Properties, the person or entity who shall provide such Public Facilities, and the date of any new Public Facilities which must be constructed, are as follows:
- 7.1 Transportation Facilities.** Details of traffic facilities servicing the Project are included in the Traffic Study and identified in Section 4. The Traffic Study establishes that the impact on public transportation facilities by development of the Projects (or an equivalent number of PM peak hour trips) will result in one intersection providing a sub-standard level of service. The Owners' obligations with respect to the impacted facilities shall be satisfied by compliance by the Parties with the respective terms hereof.

- 7.2 **Potable Water.** Potable water services for the Properties are available from the City. City presently has sufficient permitted and constructed capacity, unreserved, for development of the Projects.
- 7.3 **Sanitary Sewer.** Sanitary sewer services for the Properties are available from the City. City presently has sufficient permitted and constructed capacity, unreserved, for development of the Projects.
- 7.4 **Solid Waste Collection.** Solid waste collection for the Properties will be provided pursuant to the City Code by the City. City currently has sufficient capacity, unreserved, to provide solid waste collection services for development of the Projects.
- 7.5 **Educational Facilities.** Public education services for the Properties are currently provided by the following schools, operated by the Marion County Board of Public Education:
- 7.5.1 Elementary School — Shady Hill Elementary School
- 7.5.2 Middle School — Osceola Middle School
- 7.5.3 High School — Belleview High School
- 7.6 **Recreational Facilities.** The Property is served by recreational facilities owned by the City, including Brick City Adventure Park, Fisher Park, Scott Springs Park and Thompson Bowl all located less than 1.5 miles from the Properties.
- 7.7 **Health Systems and Facilities.** Both Ocala Regional Medical Center and Advent Health Ocala operate general community hospitals which serve the Properties, both located approximately 1.5 miles from the Properties.
8. **Consistency.** Development of the Property as contemplated herein is consistent with the City Comprehensive Plan and Land Development Regulations.
9. **Local Laws and Policies.** To the extent permitted by law and in accordance with Section 163.3233, Florida Statutes, the City's laws and policies (including, without limitation, the City Comprehensive Plan and City Code) governing the development of the Property as of the Effective Date shall continue to govern the development of the Property for the duration of this Agreement and no law or policy or change in law or policy adopted by the City after the Effective Date shall apply to the Property, except as authorized in accordance with Section 163.3233(2), Florida Statutes, or except as specifically authorized in writing by Owners.
10. **General Provisions.**
- 10.1 **Notices.** All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any Party may designate by Communication complying with the terms of this paragraph:
- 10.1.1 If to City: City of Ocala, Florida; Attn: City Manager; 110 SE Watula Avenue, Ocala, FL 34471; Email: [plee@ocalafl.org](mailto:plee@ocalafl.org)

(a) With Copy to: City of Ocala Growth Management Department; Attn: Director of Growth Management; 201 SE 3rd Street, 2<sup>nd</sup> Floor, Ocala, FL 34471; Email: [tchighizola@ocalafl.org](mailto:tchighizola@ocalafl.org)

(b) City of Ocala Engineering Department; Attn: City Engineer; 1805 NE 30th Avenue, Bldg. 600; Ocala, FL 34470; Email: [slanier@ocalafl.org](mailto:slanier@ocalafl.org)

**10.1.2** If to Lake Louise: Lake Louise, LLC; Attn: Steve Rudnianyn, Manager; 2441 NE Third Street, Suite 201, Ocala, FL 34470; Email: [SR@IPSRealtor.com](mailto:SR@IPSRealtor.com).

(a) With Copy to: Tim Haines, Esq.; Gray, Ackerman & Haines, P.A., 211 NW Third Street, Ocala, FL, 34475; Email: [Thaines@gahlaw.com](mailto:Thaines@gahlaw.com).

**10.1.3** If to Rosemere: Rosemere Capital Partners, LLC; Attn: \_\_\_\_\_; \_\_\_\_\_, \_\_\_\_\_, GA, \_\_\_\_\_; Emails: \_\_\_\_\_.

(a) With Copy to: \_\_\_\_\_; Attn: \_\_\_\_\_; \_\_\_\_\_, \_\_\_\_\_, GA, \_\_\_\_\_; Emails: \_\_\_\_\_.

**10.1.4** Each such Communication shall be deemed delivered:

(a) On the date of delivery if by personal delivery with signed receipt thereof;

(b) On the date of email transmission if by email (subject to paragraph 10.1.7); and

(c) If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

(d) Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday, or legal holiday.

**10.1.5** If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with paragraph 10.1.3(a).

**10.1.6** If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

**10.1.7** Concerning Communications sent by email:

(a) The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received;

- (b) If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an “out of the office message”), the email shall not be deemed delivered until the recipient returns;
- (c) Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
- (d) The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
- (e) The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

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

**10.3 Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

**10.4 Default Provisions.**

**10.4.1** Except as otherwise provided in paragraph 11.4.5, the terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.

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

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

**10.4.4** In the event of a material default by Rosemere or Lake Louise with respect to obligations to City under this Agreement, and failure of Rosemere or Lake Louise,

as applicable, to cure the default within the grace period set forth above, in addition to any other remedies available to City under the terms of this Agreement, City shall be entitled to withhold issuance of additional development permits or authorizations regarding the Property until the default has been cured. The Parties agree that failure of Rosemere or Lake Louise to timely pay any funds owed under the provisions of this Agreement shall constitute a default with respect to the owner's obligations hereunder, and therefore would permit City to withhold permits for the either the Rosemere Property or Lake Louise Property, as applicable to the defaulting Party.

**10.4.5** If, after an annual review of the Property in accordance with Section 163.3235, Florida Statutes, the City Growth Management Director makes a preliminary finding that there has been an uncured default by either Rosemere or Lake Louise under this Agreement, the Agreement may be referred to the City Council who shall conduct two public hearings (and written notice shall be provided to such defaulting Party at least 7 days prior to each hearing) to determine whether, based on substantial competent evidence, such purported defaulting Party has complied in good faith with the terms and conditions of this Agreement. If the City Council determines, based on substantial competent evidence, that such purported defaulting Party has not complied in good faith with the terms and conditions of this Agreement, then the City Council may consider revoking or modifying this Agreement.

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

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

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

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

**10.5.4** That to the best of the requested Party's knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.

**10.5.5** That, as to the Property or any specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, or Certificates of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

Such written statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the Party furnishing it to any liability whatsoever,

notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

- 10.6 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.
- 10.7 Binding Effect.** The Parties to this Agreement represent to each other that each Party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. There are no representations or warranties other than those set forth herein.
- 10.8 Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.
- 10.9 Severability.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.
- 10.10 Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the Parties in connection herewith shall survive the execution and delivery of this Agreement.
- 10.11 Successors and Assigns.**
- 10.11.1** Pursuant to the provisions of Section 163.3239, Florida Statutes, the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, the Parties hereto and their respective successors and assigns. This Agreement shall run with title to the Property.
- 10.11.2** Upon written assignment of this Agreement to a successor owner of all of the Rosemere Property (less any portions conveyed to the City or other Governmental Authority), Rosemere shall be relieved of all of its obligations under this Agreement.
- 10.11.3** Upon written assignment of this Agreement to a successor owner of all of the Lake Louise Property (less any portions conveyed to the City or other Governmental Authority), Lake shall be relieved of all of its obligations under this Agreement relating to that portion so conveyed.
- 10.12 Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.
- 10.13 Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.



- 10.14 Amendment of Agreement.** This Agreement cannot be changed, modified, or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.
- 10.15 Gender.** As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.
- 10.16 Effective Date.** This Agreement shall become effective upon the occurrence of execution of this Agreement by all Parties, and the recordation of the Agreement in the Public Records of Marion County, Florida within fourteen (14) days after execution of this Agreement by all Parties.
- 10.17 Duration.** The term of this Agreement shall be for a period of thirty (30) years commencing on the Effective Date, unless it is extended by mutual consent of the Parties in accordance with Section 163.3229, Florida Statutes.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

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

**“ROSEMERE”**

Signed, sealed, and delivered in  
the presence of:

THE ROSEMERE APARTMENTS, LLC, a  
Georgia limited liability company

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Notary Public – State of Florida

Print Name\_\_\_\_\_

Commission Number\_\_\_\_\_

My Commission Expires\_\_\_\_\_

**“LAKE LOUISE”**

Signed, sealed, and delivered in  
the presence of:

LAKE LOUISE, LLC, a Florida limited liability  
company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Notary Public – State of Florida

Print Name \_\_\_\_\_

Commission Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**“CITY”**

CITY OF OCALA, FLORIDA, a Florida  
municipal corporation

ATTEST

\_\_\_\_\_  
Angel B. Jacobs, City Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

*APPROVED AS TO FORM  
AND LEGALITY:*

\_\_\_\_\_  
William Sexton, City Attorney

Exhibit A  
Lake Louise Property

PORTION OF LOT 10, BLOCK A; PORTIONS OF LOTS 7 AND 8, BLOCK C AND ALL OF LOTS 9 AND 10, BLOCK C AND PORTIONS OF LOTS 13 AND 14 BLOCK C; PORTION OF LOT 8, BLOCK D, LOTS 1 THROUGH 3, BLOCK D AND LOTS 9 THROUGH 12, BLOCK D; LOTS 1 THROUGH 9, BLOCK E; LOTS 1 THROUGH 9, BLOCK F; LOTS 4 AND 5 BLOCK G AND LOTS 7 THROUGH 14, BLOCK G, LAKE LOUISE ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK F, PAGE 114 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND LOTS 1 THROUGH 5, BLOCK A; LOTS 1 THROUGH 23, BLOCK B; PORTION OF LOTS 1 THROUGH 4 BLOCK C, LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK G, PAGE 50 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND LOTS 5 THROUGH 12, BLOCK C; LOTS 1 THROUGH 21, BLOCK D; LOTS 1 THROUGH 4, BLOCK E; LOTS 7 THROUGH 13, BLOCK F, FIRST ADDITION TO LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK G, PAGE 61 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND A PORTION OF THE NORTH 100 FEET OF LOT 4 AND A PORTION OF THE SOUTH 1/2 OF LOT 22 OF MCINTOSH SUBDIVISION OF WEST 1/2 OF THE SANCHEZ GRANT, ACCORDING THE PLAT THEREOF, RECORDED IN PLAT BOOK E, PAGE 4 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; ALL LANDS LYING IN MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE N.W. CORNER OF LOT 7, BLOCK D OF SAID LAKE LOUISE ESTATES; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 7, S.89°36'30"E., A DISTANCE OF 200.35 FEET TO THE S.W. CORNER OF LOT 8 OF SAID LAKE LOUISE ESTATES, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE DEPARTING THE NORTH BOUNDARY OF SAID LOT 7, ALONG THE WEST BOUNDARY LOTS 8 AND 9, BLOCK D, N.00°16'28"E., A DISTANCE OF 524.90 FEET TO THE S.E. CORNER OF LOT 3 OF SAID BLOCK D; THENCE DEPARTING THE WEST BOUNDARY OF SAID LOTS 8 AND 9, ALONG THE SOUTH BOUNDARY OF SAID LOT 3, N.89°35'33"W. A DISTANCE OF 200.13 FEET TO THE S.W. CORNER OF SAID LOT 3, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF S.W. 7TH AVENUE (LEMON AVE (PLAT)) (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING THE SOUTH BOUNDARY OF SAID LOT 3, ALONG SAID EAST RIGHT OF WAY, N.00°18'58"E., A DISTANCE OF 585.62 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 88°55'35" AND CHORD BEARING AND DISTANCE OF N.45°47'12"E., 70.05 FEET; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT OF WAY AND THE ARC OF SAID CURVE, A DISTANCE OF 77.60 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 26TH STREET (SUNSET BOULEVARD (PLAT)) (RIGHT OF WAY WIDTH VARIES; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, ALONG SAID SOUTH RIGHT OF WAY LINE, N.89°58'18"E., A DISTANCE OF 150.20 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE WEST BOUNDARY OF LOTS 4 AND 5, BLOCK G OF SAID LAKE LOUISE ESTATES AND THE PROJECTION THEREOF, N.00°15'39"E., A DISTANCE OF 419.48 FEET TO THE N.W. CORNER OF SAID LOT 5; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE NORTH BOUNDARY OF SAID LOT 5, S.89°51'52"E., A

DISTANCE OF 199.99 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 6TH AVENUE (MEMORY LANE PER (PLAT)) (FIFTY FOOT RIGHT OF WAY), SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 138°25'11" AND CHORD BEARING AND DISTANCE OF N.21°25'23"E., 70.12 FEET; THENCE DEPARTING THE NORTH BOUNDARY OF SAID LOT 5, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 90.60 FEET TO A POINT ON THE WEST BOUNDARY OF LOT 7 OF SAID BLOCK G; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, ALONG THE WEST BOUNDARY OF SAID LOT 7, N.00°09'34"E., A DISTANCE OF 104.61 FEET TO THE N.W. CORNER OF SAID LOT 7; THENCE DEPARTING SAID WEST BOUNDARY, N.00°09'34"E., A DISTANCE OF 98.99 FEET TO THE NORTH BOUNDARY OF LOT 4 OF AFOREMENTIONED MCINTOSH SUBDIVISION; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 4 AND THE NORTH BOUNDARY OF THE SOUTH 1/2 OF LOT 22 OF SAID MCINTOSH SUBDIVISION, S.89°35'16"E., A DISTANCE OF 535.16 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CSX TRANSPORTATION RAILROAD (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID NORTH BOUNDARIES, ALONG SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES: S.46°43'10"E., A DISTANCE OF 526.19 FEET; THENCE S.47°15'02"E., A DISTANCE OF 36.70 FEET; THENCE S.42°13'07"W., A DISTANCE OF 5.00 FEET; THENCE S.52°00'38"E., A DISTANCE OF 292.29 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 3RD AVENUE (CENTRAL AVENUE (PLAT)) (FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY, ALONG THE WEST RIGHT OF WAY OF SAID 3RD AVENUE, S.00°13'57"W., A DISTANCE OF 1470.26 FEET TO THE N.W. CORNER OF AFOREMENTIONED FIRST ADDITION TO LAKE LOUISE MANOR, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF S.W. 29TH STREET ROAD (SIESTA DRIVE PLAT) (FIFTY RIGHT OF WAY); THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID S.W. 29TH STREET ROAD, S.89°44'50"E., A DISTANCE OF 848.06 FEET TO THE N.E. CORNER OF LOT 1, BLOCK E OF SAID FIRST ADDITION TO LAKE LOUISE MANOR; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, ALONG THE EAST BOUNDARY OF BLOCKS E AND F OF SAID FIRST ADDITION TO LAKE LOUISE MANOR, S.00°18'15"E., A DISTANCE OF 424.57 FEET TO A POINT ON THE NORTH BOUNDARY OF LOT 9 OF SAID BLOCK F; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE NORTH BOUNDARY OF LOTS 7, 8, AND 9 OF SAID BLOCK F, S.89°41'03"E., A DISTANCE OF 294.89 FEET TO THE N.E. CORNER OF SAID LOT 7; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE EAST BOUNDARY OF SAID LOT 7, S.00°21'08"E., A DISTANCE OF 124.73 FEET TO THE S.E. CORNER OF SAID LOT 7, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF S.E. 31ST STREET (SIESTA DRIVE (PLAT)) (FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID NORTH RIGHT OF WAY LINE, N.89°40'12"W., A DISTANCE OF 304.25 FEET TO THE S.W. CORNER OF AFOREMENTIONED LOT 9, BLOCK F; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, S.25°54'50"W., A DISTANCE OF 55.47 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID S.E. 31ST STREET, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE

OF 102°37'52" AND A CHORD BEARING AND DISTANCE OF S.38°25'43"E., 78.06 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, A DISTANCE OF 89.56 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE, S.77°06'43"E., A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 1ST AVENUE (IDLEWOOD DRIVE (PLAT)) (FIFTY FOOT RIGHT OF WAY), SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 292.00 FEET, A CENTRAL ANGLE OF 77°08'37" AND CHORD BEARING AND DISTANCE OF S.52°00'51"W., 364.12 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 393.15 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°59'59"W., A DISTANCE OF 335.41 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 2ND COURT (SHORELAND DRIVE (PLAT)) (FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG SAID WEST RIGHT OF WAY LINE, N.00°03'55"E., A DISTANCE OF 218.74 FEET TO THE N.E. CORNER OF LOT 13, BLOCK C OF AFOREMENTIONED FIRST ADDITION TO LAKE LOUISE MANOR; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, ALONG THE NORTH BOUNDARY SAID LOT 13, N.89°30'15"W., A DISTANCE OF 156.33 FEET TO THE N.W. CORNER OF SAID LOT 13; THENCE DEPARTING THE NORTH BOUNDARY OF SAID LOT 13, ALONG THE WEST AND SOUTH BOUNDARY OF BLOCK C OF SAID FIRST ADDITION TO LAKE LOUISE MANOR THE FOLLOWING EIGHT (8) COURSES: N.02°32'15"E., A DISTANCE OF 100.24 FEET; THENCE N.03°44'59"W., A DISTANCE OF 100.25 FEET; THENCE N.02°36'29"W. A DISTANCE OF 100.12 FEET; THENCE N.01°27'50"W., A DISTANCE OF 100.04 FEET; THENCE N.14°31'49"W., A DISTANCE OF 60.73 FEET; THENCE N.33°31'15"W., A DISTANCE OF 46.24 FEET; THENCE N.53°14'20"W., A DISTANCE OF 39.54 FEET; THENCE S.64°59'42"W., A DISTANCE OF 61.71 FEET TO THE S.W CORNER OF LOT 5, BLOCK C OF SAID FIRST ADDITION TO LAKE LOUISE MANOR; THENCE DEPARTING THE SOUTH BOUNDARY OF BLOCK C, ALONG THE SOUTH BOUNDARY OF BLOCK C OF THE AFOREMENTIONED LAKE LOUISE MANOR THE FOLLOWING FOUR (4) COURSES: N.63°50'27"W., A DISTANCE OF 111.81 FEET; THENCE N.67°53'36"W., A DISTANCE OF 64.27 FEET; THENCE S.74°33'23"W., A DISTANCE OF 38.68 FEET; THENCE S.42°51'24"W., A DISTANCE OF 73.22 FEET TO THE N.E. CORNER OF LOT 10, BLOCK A OF THE AFOREMENTIONED LAKE LOUISE ESTATES; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID BLOCK C; ALONG THE EAST BOUNDARY OF SAID LOT 10, S.22°32'51"W., A DISTANCE 182.51 FEET TO THE S.E. CORNER OF SAID LOT 10, SAID POINT BEING A POINT ON THE NORTH BOUNDARY WATER RETENTION AREA NO. 5 AS DESCRIBED IN RIGHT OF WAY TAKING RECORDED IN OFFICIAL RECORDS BOOK 4037, PAGE 1322 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE EAST BOUNDARY OF SAID LOT 10, ALONG THE NORTH BOUNDARY OF SAID WATER RETENTION AREA NO. 5, N.58°06'36"W., A DISTANCE OF 239.74 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LAKEWOOD DRIVE (FIFTY FOOT UNIMPROVED RIGHT OF WAY); THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID NORTH RIGHT OF WAY LINE, N.31°58'50"E., A DISTANCE OF 12.84 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, S.76°59'18"E., A DISTANCE OF 27.56 FEET; THENCE S.82°11'52"E, A DISTANCE OF 84.35 FEET; THENCE S.76°07'49"E., A

DISTANCE OF 37.97 FEET; THENCE S.84°43'50"E., A DISTANCE OF 50.56 FEET; THENCE N.20°14'43"E., A DISTANCE OF 72.40 FEET; THENCE N.21°10'52"E., A DISTANCE OF 82.18 FEET; THENCE N.72°50'43"E., A DISTANCE OF 110.60 FEET; THENCE S.62°35'17"E., A DISTANCE OF 33.52 FEET; THENCE N.18°44'03"E., A DISTANCE OF 26.86 FEET; THENCE N.31°39'00"W., A DISTANCE OF 58.12 FEET; THENCE N.16°22'51"W., A DISTANCE OF 34.97 FEET; THENCE N.10°20'51"W., A DISTANCE OF 15.09 FEET; THENCE N.03°02'30"W., A DISTANCE OF 57.19 FEET; THENCE N.89°46'03"W., A DISTANCE OF 108.42 FEET; THENCE S.75°20'00"W., A DISTANCE OF 13.08 FEET; THENCE N.27°16'40"W., A DISTANCE OF 293.29 FEET; THENCE N.83°42'24"W., A DISTANCE OF 126.02 FEET; THENCE N.27°16'40"W., A DISTANCE OF 11.13 FEET TO A POINT ON THE SOUTH BOUNDARY OF LOT 10, BLOCK C OF THE AFOREMENTIONED LAKE LOUISE ESTATES, SAID POINT ALSO BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 07°35'13" AND CHORD BEARING AND DISTANCE OF S.77°59'31"W., 125.70 FEET; THENCE SOUTHWESTERLY, ALONG THE SOUTH BOUNDARY OF SAID LOT 10 AND THE ARC OF SAID CURVE, A DISTANCE OF 125.79 FEET TO THE S.W. CORNER OF SAID LOT 10; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID LOT 10, ALONG THE WEST BOUNDARY OF SAID LOT 10, N.15°36'16"W, A DISTANCE OF 199.67 FEET TO THE N.W. CORNER OF SAID LOT 10, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF S.W. 28TH STREET (SUNRISE DRIVE (PLAT)) (FIFTY FOOT RIGHT OF WAY), SAID POINT ALSO BEING ON CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 21°44'49" AND A CHORD BEARING AND DISTANCE OF S.63°27'00"W., 433.87 FEET; THENCE DEPARTING THE WEST BOUNDARY OF SAID LOT 10, SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 436.69 FEET TO THE N.E. CORNER OF LOT 13, BLOCK C OF SAID LAKE LOUISE ESTATES; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF SAID LOT 13, S.37°17'29"E., A DISTANCE OF 200.37 FEET TO THE S.E. CORNER OF SAID LOT 13, SAID POINT ALSO BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 00°44'59" AND CHORD BEARING AND DISTANCE OF S.52°03'52"W, 12.43 FEET; THENCE DEPARTING SAID EAST BOUNDARY, SOUTHWESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 13 AND THE ARC OF SAID CURVE, A DISTANCE OF 12.43 FEET TO THE END OF SAID CURVE; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID LOT 13, N.89°36'30"W., A DISTANCE OF 396.54 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 70.24 ACRES MORE OR LESS.

TOGETHER WITH

**LAKE LOUISE :**

COMMENCE AT THE NORTHWEST CORNER OF FIRST ADDITION TO LAKE LOUISE MANOR ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK G, PAGE 61 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID FIRST ADDITION TO LAKE LOUISE MANOR, S.00°14'37"W., A DISTANCE OF 185.00 FEET TO THE S.W. CORNER OF LOT 5, BLOCK C



OF SAID FIRST ADDITION TO LAKE LOUISE MANOR, SAID POINT BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE WEST BOUNDARY OF BLOCK C OF SAID FIRST ADDITION TO LAKE LOUISE MANOR THE FOLLOWING TEN COURSES: N.64°59'42"E., A DISTANCE OF 61.71 FEET; THENCE S.53°14'20"E., A DISTANCE OF 39.54 FEET; THENCE S.33°31'15"E., A DISTANCE OF 46.24 FEET; THENCE S.14°31'49"E., A DISTANCE OF 60.73 FEET; THENCE S.01°27'50"E., A DISTANCE OF 100.04 FEET; THENCE S.02°36'29"E., A DISTANCE OF 100.12 FEET; THENCE S.03°44'59"E., A DISTANCE OF 100.25 FEET; THENCE S.02°32'15"W., A DISTANCE OF 100.24 FEET; THENCE S.06°27'54"W., A DISTANCE OF 100.59 FEET; THENCE S.16°57'44"W., A DISTANCE OF 104.54 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 32ND STREET PER "SE/SW 31ST STREET RIGHT OF WAY MAP" AS RECORDED IN RIGHT OF WAY MAP BOOK 1, PAGES 65 THROUGH 79 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE WEST BOUNDARY OF SAID BLOCK C, ALONG SAID NORTH RIGHT OF WAY LINE, N.89°44'06"W., A DISTANCE OF 476.69 FEET TO A POINT ON THE EAST BOUNDARY OF BLOCK A OF LAKE LOUISE ESTATES ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK F, PAGE 114 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE NORTH RIGHT OF WAY LINE OF S.W. 32ND STREET, ALONG THE EAST BOUNDARY OF SAID BLOCK A, THE FOLLOWING FOUR COURSES: N.12°35'46"W., A DISTANCE OF 275.08 FEET; THENCE N.19°02'32"E., A DISTANCE OF 113.59 FEET; THENCE N.28°48'08"E., A DISTANCE OF 180.28 FEET; THENCE N.22°32'51"E., A DISTANCE OF 182.51 FEET TO THE NORTHEAST CORNER OF LOT 10, BLOCK A OF SAID LAKE LOUISE ESTATES; THENCE DEPARTING THE EAST BOUNDARY OF SAID BLOCK A, ALONG THE SOUTH BOUNDARY OF BLOCK C OF LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK G, PAGE 58 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA THE FOLLOWING FOUR COURSES: N.42°51'24"E., A DISTANCE OF 73.22 FEET; THENCE N.74°33'23"E., A DISTANCE OF 38.68 FEET; THENCE S.67°53'36"E., A DISTANCE OF 64.27 FEET; THENCE S.63°50'27"E., A DISTANCE OF 111.81 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 8.24 ACRES, MORE OR LESS.

LESS AND EXCEPT

A PORTION OF "LAKE LOUISE" AS RECORDED AS PARCEL 5 IN OFFICIAL RECORDS BOOK 6643, PAGE 228 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE SOUTHEAST CORNER OF LOT 10, BLOCK A OF LAKE LOUISE ESTATES AS RECORDED IN PLAT BOOK F, PAGE 114 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF DRAINAGE RETENTION AREA NO. 5 AS RECORDED IN OFFICIAL RECORDS BOOK 4037, PAGE 1322 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.61°11'52"E., A DISTANCE OF 60.87 FEET; THENCE S.28°48'08"W., A DISTANCE OF 175.08 FEET; THENCE S.19°02'32"W., A DISTANCE OF 91.14 FEET; THENCE S.12°35'46"E., A DISTANCE OF 271.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 32ND STREET (RIGHT OF WAY WIDTH VARIES); THENCE ALONG

SAID NORTH RIGHT OF WAY LINE, N.89°44'06"W., A DISTANCE OF 62.43 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED DRAINAGE RETENTION AREA NO. 5; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF SAID DRAINAGE RETENTION AREA NO. 5 THE FOLLOWING THREE COURSES (3): N.12°35'46"W., A DISTANCE OF 275.08 FEET; THENCE N.19°02'32"E., A DISTANCE OF 113.59 FEET; THENCE N.28°48'08"E., A DISTANCE OF 180.28 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.77 ACRES MORE OR LESS.

**Exhibit B**  
**Rosemere Property**

A PORTION OF LOTS 2, 3 AND 10, BLOCK A; LOTS 4 THROUGH 9, BLOCK B; LOTS 1 THROUGH 6, PORTIONS OF LOTS 7 & 8, PORTIONS OF LOTS 13 AND 14, AND LOTS 15 THROUGH 16, BLOCK C; LOT 7 AND PORTION OF LOT 8, BLOCK D OF LAKE LOUISE ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK F, PAGE 114 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; A PORTION OF LOTS 1, 2 AND 3, BLOCK C OF LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK G, PAGE 58 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; A PORTION OF LAKEWOOD DRIVE, BEING A FIFTY FOOT UNIMPROVED RIGHT OF WAY, A PORTION SIESTA DRIVE, BEING A FIFTY FOOT UNIMPROVED RIGHT OF WAY, AND A PORTION SUNRISE DRIVE (ALSO KNOWN AS S.W. 28TH STREET), BEING A FIFTY FOOT RIGHT OF WAY AS SHOWN ON SAID LAKE LOUISE ESTATES PLAT; AND A PORTION OF THE WATER RETENTION AREA NO. 5 AS DESCRIBED IN THE RIGHT OF WAY TAKING RECORDED IN OFFICIAL RECORDS BOOK 4037, PAGE 1322 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; ALL LANDS LYING IN MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE N.W. CORNER OF LOT 7, BLOCK D OF SAID LAKE LOUISE ESTATES; THENCE ALONG THE NORTH BOUNDARY AND THE PROJECTION THEREOF OF SAID LOT 7, S.89°36'30"E., A DISTANCE OF 596.89 FEET TO A POINT ON THE NORTH BOUNDARY OF LOT 5, BLOCK C OF SAID LAKE LOUISE ESTATES, SAID POINT ALSO BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS 950.00 FEET, A CENTRAL ANGLE OF 30°05'45" AND A CHORD BEARING AND DISTANCE OF N.66°44'15"E., 493.29 FEET; THENCE ALONG THE NORTH BOUNDARIES OF LOTS 5 THROUGH 7, BLOCK C OF SAID LAKE LOUISE ESTATES AND THE ARC OF SAID CURVE, A DISTANCE OF 499.01 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID NORTH BOUNDARIES, S.27°16'40"E., A DISTANCE OF 11.13 FEET; THENCE S.83°42'24"E., A DISTANCE OF 126.02 FEET; THENCE S.27°16'40"E., A DISTANCE OF 293.29 FEET; THENCE N.75°20'00"E., A DISTANCE OF 13.08 FEET; THENCE S.89°46'03"E., A DISTANCE OF 108.42 FEET; THENCE S.03°02'30"E., A DISTANCE OF 57.19 FEET; THENCE S.10°20'51"E., A DISTANCE OF 15.09 FEET; THENCE S.16°22'51"E., A DISTANCE OF 34.97 FEET; THENCE S.31°39'00"E., A DISTANCE OF 58.12 FEET; THENCE S.18°44'03"W., A DISTANCE OF 26.86 FEET; THENCE N.62°35'17"W., A DISTANCE OF 33.52 FEET; THENCE S.72°50'43"W., A DISTANCE OF 110.60 FEET; THENCE S.21°10'52"W., A DISTANCE OF 82.18 FEET; THENCE S.20°14'43"W., A DISTANCE OF 72.40 FEET; THENCE N.84°43'50"W., A DISTANCE OF 50.56 FEET; THENCE N.76°07'49"W., DISTANCE OF 37.97 FEET; THENCE N.82°11'52"W., A DISTANCE OF 84.35 FEET; THENCE N.76°59'18"W., A DISTANCE OF 27.56 FEET TO A POINT OF THE SOUTHEASTERLY BOUNDARY OF LOT 4, BLOCK B OF SAID LAKE LOUISE ESTATES; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF SAID LOT 4, S.31°58'50"W., A DISTANCE OF 153.91 FEET TO THE SOUTHERLY MOST CORNER OF SAID LOT 4, SAID POINT ALSO BEING ON THE NORTH BOUNDARY OF THE AFOREMENTIONED WATER RETENTION AREA NO. 5; THENCE DEPARTING THE SOUTHEASTERLY BOUNDARY OF SAID LOT 4, ALONG THE SOUTHWESTERLY

BOUNDARY OF SAID LOT 4 AND THE NORTHERLY BOUNDARY OF SAID WATER RETENTION NO. 5, N.39°13'50"W., A DISTANCE OF 203.33 FEET; THENCE DEPARTING THE SOUTHWESTERLY BOUNDARY OF SAID LOT 4 AND THE NORTHERLY BOUNDARY OF SAID WATER RETENTION NO. 5, S.50°46'10"W., A DISTANCE OF 21.31 FEET; THENCE S.41°02'48"W., A DISTANCE OF 72.08 FEET; THENCE S.34°57'10"W., A DISTANCE OF 97.45 FEET; THENCE S.29°35'19"W., A DISTANCE OF 150.08 FEET; THENCE S.34°09'07"W., A DISTANCE OF 209.13 FEET; THENCE S.25°53'22"W., A DISTANCE OF 156.44 FEET; THENCE S.14°36'27"W., A DISTANCE OF 50.87 FEET TO THE NORTH RIGHT OF WAY LINE OF S.W. 32ND STREET (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID NORTH RIGHT OF WAY LINE, N.75°23'34"W., A DISTANCE OF 152.31 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, N.75°11'54"W., A DISTANCE OF 93.67 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 12°06'01" AND CHORD BEARING AND DISTANCE OF N.81°15'52"W., 223.44 FEET; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND SAID ARC OF CURVE, A DISTANCE OF 223.86 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 87°51'46" AND A CHORD BEARING AND DISTANCE OF N.43°43'23"W., 41.63 FEET; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 46.00 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF S.W 7TH AVENUE (LEMON AVENUE PLAT) (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE SAID EAST RIGHT OF WAY LINE, N.00°17'04"E., A DISTANCE OF 889.47 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 23.38 ACRES MORE OR LESS

**Exhibit C**  
**Rosemere ROW**  
**(1 Page(s) Attached)**

SKETCH OF DESCRIPTION FOR:  
5' RIGHT OF WAY

DESCRIPTION: 5' ADDITIONAL RIGHT OF WAY

A PORTION OF LOT 2 BLOCK A; LOTS 1 AND 16, BLOCK C; LOT 7, BLOCK D; A PORTION OF SIESTA DRIVE (BEING A FIFTY FOOT UNIMPROVED RIGHT OF WAY) AND A PORTION OF S.W. 28TH STREET (SUNRISE DRIVE) (BEING A FIFTY FOOT RIGHT OF WAY), LAKE LOUISE ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK F, PAGE 114 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; ALL LANDS LYING IN MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE N.W. CORNER OF LOT 7, BLOCK D OF SAID LAKE LOUISE ESTATES; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 7, S.89°36'30"E., A DISTANCE OF 5.00 FEET; THENCE DEPARTING THE NORTH BOUNDARY OF SAID LOT 7, S.00°17'04"W., A DISTANCE OF 906.01 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 32ND STREET (RIGHT OF WAY WIDTH VARIES), SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 33°28'53" AND A CHORD BEARING AND DISTANCE OF N.16°31'56"W., 17.28 FEET; THENCE NORTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 17.53 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF S.W. 7TH AVENUE (LEMON AVENUE) (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG SAID EAST RIGHT OF WAY LINE, N.00°17'04"E., A DISTANCE OF 889.47 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 4,503 SQUARE FEET, MORE OR LESS.

NOTES:

1. DATE OF SKETCH: DECEMBER 7, 2022.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE BASED ON FLORIDA WEST GRID NAD-83 (CORS96)(EPOCH:2002.0000), BASED ON TRIMBLE VIRTUAL REFERENCE STATION NETWORK.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

**\*NOTE\***  
**THIS IS NOT A SURVEY!**

CURVE DATA:

DELTA = 33°28'53"  
RADIUS = 30.00'  
ARC = 17.53'  
CHORD = 17.28'  
C.B. = N.16°31'56" W.

LEGEND

- O.R. = OFFICIAL RECORDS OF  
MARION COUNTY
- CL = CENTERLINE OF  
RIGHT OF WAY

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

12/9/2022

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

Travis P. Barrineau

TRAVIS P. BARRINEAU, P.S.M. - LS 6897  
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



**R.M. BARRINEAU**  
**AND ASSOCIATES**

PROFESSIONAL SURVEYORS & MAPPERS

Oakhurst Professional Park + 1309 S.E. 25th Loop+Suite 103+Ocala, FLORIDA 34471  
PHONE (352) 622-3133 + FAX (352) 369-3771 + [www.rmBarrineau.com](http://www.rmBarrineau.com)

REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091  
TRAVIS P. BARRINEAU, P.S.M. - LS 6897



DRAWN:	S.W.M.	J.O.# 17024
REVISED:		DWG.# 17024RWSK
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 1 OF 1
SCALE: 1" = 120'		COPYRIGHT © DECEMBER, 2022

