

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY, FLORIDA
CIVIL DIVISION

CHARLOTTE C. WEBER, Individually
and as Trustee of the CHARLOTTE C.
WEBER 2001 REVOCABLE TRUST,

Petitioners/Plaintiffs,

v.

GOLDEN OCALA EQUESTRIAN
LAND, LLC

and

MARION COUNTY,
FLORIDA

Respondents/Defendants.
_____ /

CASE NO.:

COUNT VII IS A PETITION
FILED PURSUANT TO
FLORIDA RULE OF
APPELLATE PROCEDURE
9.100(f)

**COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF
AND PETITION FOR WRIT OF CERTIORARI**

Scott A. McLaren (FBN 414816)
scott.mclaren@hwhlaw.com
Shane T. Costello (FBN 068538)
shane.costello@hwhlaw.com
Hill, Ward & Henderson, P.A.
101 E Kennedy Blvd., Ste 3700
Tampa, FL 33602
Telephone: 813-221-3900
Counsel for Plaintiff/Petitioner

Introduction

1. Plaintiff/Petitioner, Charlotte C. Weber, individually and as Trustee of the Charlotte C. Weber 2001 Revocable Trust (“Plaintiff” or “Petitioner”), files this Complaint for Declaratory and Injunctive Relief and Petition for Writ of Certiorari against Respondents/Defendants, Marion County, Florida (the “County”) and Golden Ocala Equestrian Land, LLC (“Golden Ocala”). The County’s Board of County Commissioners (“Board”) voted to approve several land development applications submitted by Golden Ocala at a Board hearing on March 18, 2026, authorizing the development of a high-intensity sports and entertainment facility on property adjacent to Plaintiff’s 4,300-acre agricultural horse farm property.

2. The land development approvals are legally invalid and were unlawfully approved for numerous reasons:

- a. Golden Ocala violated a 2016 settlement agreement with Plaintiff in which Golden Ocala agreed to limit the use of this same property to large-lot residential “Equestrian Estates” (Count I);
- b. In the alternative to Count I, Golden Ocala’s applications are barred by promissory estoppel, because Golden Ocala

promised to limit the subject property to large-lot “Equestrian Estates,” and Plaintiff reasonably and detrimentally relied on that promise in agreeing to dismiss her prior legal challenge, only for Golden Ocala to now renege on its promise (Count II);

c. The land use plan amendments are null and void because Golden Ocala and the County did not follow the procedural requirements for their review and adoption (Count III);

d. All of the approvals (plan amendments, rezoning, and development agreement) are null and void because they failed to follow County notice requirements (Count IV);

e. The rezoning and development agreement are invalid because they violate numerous requirements of the County’s Comprehensive Plan (Count V);

f. The development agreement is null and void because the Board unconstitutionally delegated legislative authority to County administrators (Count VI); and

g. The County’s quasi-judicial decision approving the rezoning must be quashed through issuance of a writ of certiorari. Golden Ocala did not establish by competent

substantial evidence compliance with ***all*** of the mandatory requirements of the Land Development Code, the County departed from the essential requirements of law by not correctly applying the competent substantial evidence standard, and Petitioner was denied procedural due process (Count VII).

Parties, Jurisdiction, and Venue

3. Plaintiff is an individual who resides in and owns real property in Marion County and is subject to the jurisdiction of this Court.

4. The Charlotte C. Weber 2001 Revocable Trust (“Weber Trust”) owns real property in Marion County and is subject to the jurisdiction of this Court.

5. Golden Ocala Equestrian Land is an Ohio limited liability company that owns the real property that is the subject of this action located in Marion County, is engaged in business in Marion County, and is subject to the jurisdiction of this Court.

6. The County is subject to the jurisdiction of this Court.

7. Venue is proper because the real property at issue is located in Marion County.

8. This Court has jurisdiction on Counts I through V as they consist of original claims for declaratory relief under Chapter 86, Florida Statutes, where the value of the rights and interests on which the declaration is sought exceeds \$50,000, exclusive of interest, attorneys' fees, and costs.

9. This Court has jurisdiction over the petition for writ of certiorari pursuant to its common law certiorari jurisdiction under Article V, Section 5 of the Florida Constitution.

Property, Applications, and Approvals

10. Golden Ocala owns and operates the Golden Ocala World Equestrian Center ("WEC"). In 2025, Golden Ocala and its related entities submitted several land development applications to the County to develop an approximately 250-acre portion of the WEC property, which land consists of property within Marion County Property Appraiser Parcel Numbers 21081-048-00, and portions of 21069-007-01, 21081-000001, 21081-001-00, 21087-001-00, 21087-001-02, 21065-000-00, and 21069-010-03 (the "Sports/Entertainment Property"). Golden Ocala's overall WEC property consists of approximately 4,276 acres (the "WEC Property").

11. Plaintiff owns real property identified as Marion County Property Appraiser Parcel No. 21355-000-00 (the "Weber Property"). The Weber Property consists of approximately 4,300 acres that is directly adjacent to the Sports/Entertainment Property -- to the south of the Sports/Entertainment Property in the image below. Plaintiff's property is an agricultural property on which she operates a thoroughbred horse farm.



Sports / Event Complex

12. The land development applications are identified as follows:

- a. Large-Scale Comprehensive Plan Text Amendment 25-L01 (the "Text Amendment Application");

- b. Large-Scale Comprehensive Plan Map Amendment 25-L02 (the “Map Amendment Application” and collectively, with the Text Amendment Application, the “Plan Amendment Applications”);
- c. Case No. 250606ZP, an application for a Rezoning to amend an existing Planned Unit Development (the “Rezoning Application”); and
- d. Proposed Development Agreement No. 2025-DM01 between Marion County and Golden Ocala (the “Development Agreement Application” and with the Plan Amendment Applications and the Rezoning Application, collectively, the “Applications”).

13. The Applications sought to transform the Sports/Entertainment Property from low density residential estate properties of at least three (3) acres into a high-intensity sports and entertainment complex including softball, baseball, football and soccer fields, indoor and outdoor stadiums/arenas, and other recreational uses, able to host large-scale sporting tournaments and concerts.

14. On March 18, 2026, the County approved the Applications. The County adopted Ordinance No. 26-09 attached hereto as **Exhibit “A”** (the “Text Amendment”), Ordinance No. 26-10 attached hereto as **Exhibit “B”** (the “Map Amendment”) (collectively the Text Amendment and Map Amendment are the “Plan Amendments”), Ordinance No. 26-11 and Resolution 26-R-079 attached hereto as **Exhibit “C”** (the “Rezoning”), and the “Development Agreement” attached hereto as **Exhibit “D”** (collectively, the Plan Amendments, Rezoning, and Development Agreement are the “Approvals”).

15. Any conditions precedent to this action have occurred, been waived, or would be futile.

COUNT I
DECLARATORY, SUPPLEMENTAL, AND INJUNCTIVE RELIEF
VIOLATION OF SETTLEMENT AGREEMENT
(against Golden Ocala)

16. Plaintiff restates and incorporates the allegations of paragraphs 1 through 15 as if fully set forth herein.

17. This is an action against Defendant, Golden Ocala Equestrian Land, LLC, pursuant to Chapter 86, Florida Statutes, for declaratory, injunctive, and supplemental relief.

18. In 2016, Plaintiff filed a petition with the State of Florida Division of Administrative Hearings (“DOAH Proceeding”), challenging Marion County’s adoption of a Comprehensive Plan Amendment for approximately 319 acres of aggregated parcels of land identified by Marion County Property Appraiser Parcel Identification Nos. 21069-007-01, 21087-001-00, and 21087-001-02 which, overall, consisted of approximately 505 acres (the entire 505 acres shall be the “Entire Parcel”).

19. The entities 21069-007-01, LLC, an Ohio limited liability company, and 21069-007-01, LLC, an Ohio limited liability company (collectively, the “Roberts Entities”), acquired title to the Entire Parcel during the course of the DOAH Proceeding and intervened in the DOAH Proceeding.

20. Subsequently, Plaintiff and the Roberts Entities, along with the other parties to the DOAH Proceeding, entered into the Joint Stipulation of Settlement attached hereto as **Exhibit “E”** (“2016 Settlement Agreement”).

21. Pursuant to the 2016 Settlement Agreement, the Roberts Entities agreed that the Entire Parcel be maintained and developed

as residential Equestrian Estates with lots not less than three (3) acres in size.

22. In reliance on this agreement by the Roberts Entities, Plaintiff agreed to dismiss her claims challenging the development approvals in the DOAH Proceeding, and also agreed to support and not to encourage others to oppose the applications set forth in Paragraph 4 of the Settlement Agreement.

23. In 2019, the Roberts Entities executed quitclaim deeds conveying the Entire Parcel to Golden Ocala. The Quitclaim Deeds and Corrective Quitclaim Deeds are attached hereto as **Composite Exhibit “F”**. These deeds each state, “This Deed represents a conveyance of unencumbered real property to the Grantee entity, ***all of the ownership interests of which are owned by the owners of the Grantor entity in the same proportion that they own their interests in the Grantee entity***. Therefore, no documentary excise tax is due.” *Id.* (emphasis supplied).

24. Golden Ocala, therefore, has the same ownership as the Roberts Entities. Accordingly, the 2016 Settlement Agreement is equally binding on Golden Ocala as it is on the Roberts Entities, as

Golden Ocala is the mere alter-ego successor in interest and title to the Roberts Entities.

25. It is the position of Plaintiff that the 2016 Settlement Agreement is an enforceable and binding agreement against Golden Ocala, enforceable by Plaintiff, and that Golden Ocala has violated the 2016 Settlement Agreement by seeking and obtaining the Approvals that fundamentally and drastically change the allowed uses within the Entire Parcel from low-density residential Equestrian Estates to a high-intensity commercial sports, event and entertainment complex.

26. In contrast, it is believed to be the position of Golden Ocala that the 2016 Settlement Agreement is not enforceable, and/or that it is allowed to drastically and fundamentally change the land use within the Entire Parcel that it agreed to in the 2016 Settlement Agreement, and that it can develop a sports facilities and entertainment venue on the Sports/Entertainment Property.

27. As a result of the irreconcilable conflict between the positions of Plaintiff and Golden Ocala, there exists a bona fide, actual, present, and practical need for a declaration by the Court.

28. The powers, privileges, and rights of Plaintiff and Golden Ocala are dependent upon the facts presented, and the law applicable to the facts.

29. Plaintiff and Golden Ocala have an actual, present, adverse, and antagonistic interest in the subject matter of this action, in fact and in law.

30. The antagonistic and adverse interests between Plaintiff and Golden Ocala are before this Court by proper process in this declaratory action.

31. The relief sought in this declaratory action is not the mere giving of legal advice by the Court or an answer to questions propounded from curiosity.

32. Plaintiff is entitled to supplemental relief pursuant to Florida Statutes § 86.061 in the form of a permanent injunction preventing Golden Ocala from using or developing the Sports/Entertainment Property in accordance with the Approvals, as it is a violation of the 2016 Settlement Agreement.

33. Without injunctive relief, there exists no adequate remedy at law, because money damages cannot adequately compensate

Plaintiff for the negative impacts of this change on the use and enjoyment of her property.

34. Plaintiff will suffer irreparable harm to her agricultural horse farm property if Golden Ocala is allowed to develop an intense sports and entertainment complex adjacent to her property. Plaintiff cannot be adequately remedied by monetary compensation for the negative impacts this will have on her use and enjoyment of her property.

35. Plaintiff has a clear legal right to an injunction, because Golden Ocala (through its closely related alter-ego predecessors in interest and in title) stipulated to the use and development of the Entire Parcel as low-density residential Equestrian Estates as a condition of Plaintiff giving up her legal rights and dismissing the DOAH Proceeding.

36. Injunctive relief serves the public interest because the public has an interest in the enforcement of settlement agreements and the protection of private property rights.

WHEREFORE, Plaintiff demands a judgment entering the following relief:

- a) Declaring that Golden Ocala has violated the 2016 Settlement Agreement by pursuing and obtaining the Approvals;
- b) Entering supplemental relief in the form of an injunction prohibiting Golden Ocala and any of its successors or assigns from using or developing the Sports/Entertainment Property in accordance with the Approvals;
- c) Awarding Plaintiff her costs;
- d) Retaining jurisdiction to grant additional, alternative, subsequent, coercive, or supplemental relief as may be necessary to effectuate the Court's declaratory ruling and as is just under the circumstances.

COUNT II
PROMISSORY ESTOPPEL
(In the alternative to Count I, against Golden Ocala)

37. Plaintiff restates and incorporates the allegations of paragraphs 1 through 15 as if fully set forth herein.

38. This is an action against Defendant, Golden Ocala Equestrian Land, LLC, for promissory estoppel seeking equitable relief. This action is brought in the alternative to Count I, in the event that the Court were to determine that Joint Stipulation is not an enforceable settlement agreement.

39. The Roberts Entities represented to Plaintiff that the Entire Parcel—which includes the Sports/Entertainment Property—

would be developed as large-lot (3 acre minimum) residential Equestrian Estates.

40. The Roberts Entities reasonably expected this representation to induce reliance by Plaintiff in the form of agreeing to dismiss her legal challenge to the Roberts Entities' development approvals for the Entire Parcel.

41. Plaintiff did in fact reasonably rely on this representation. Plaintiff changed her position in reliance thereon, by agreeing to dismiss her pending legal challenge to the Roberts Entities' land development approvals for the Entire Parcel, and agreeing to support and not encourage others to oppose the Roberts Entities' applications set forth in Paragraph 4 of the Joint Stipulation of Settlement at Exhibit "E."

42. The Roberts Entities representation is binding on Golden Ocala, which has unified ownership interest and is merely an alter ego successor in interest and title to the Roberts Entities. The representation is contrary to the position now taken by Golden Ocala through the Applications and procuring the Approvals, through which Golden Ocala seeks to develop a high-intensity sports and entertainment complex on the Sports/Entertainment Property—the

antithesis of what was promised to Plaintiff in the form of low-density residential development of that property.

43. Therefore, injustice can be avoided only by enforcement of Golden Ocala's promise.

44. Plaintiff seeks equitable relief enforcing Golden Ocala's promise, in the form of an injunction preventing Golden Ocala from using or developing the Sports/Entertainment Property in accordance with the Approvals.

45. Without injunctive relief, there exists no adequate remedy at law, because money damages cannot adequately compensate Plaintiff for the negative impacts of this change on the use and enjoyment of her property.

46. Plaintiff will suffer irreparable harm to her agricultural horse farm property if Golden Ocala is allowed to develop an intense sports and entertainment complex adjacent to her property. Plaintiff cannot be adequately remedied by monetary compensation for the negative impacts this will have on her use and enjoyment of her property.

47. Plaintiff has a clear legal right to an injunction, because Golden Ocala (through its closely related alter-ego predecessors in

interest and title) promised to use and develop the Entire Parcel as low density residential Equestrian Estates as a condition of Plaintiff giving up her legal rights and dismissing the DOAH Proceeding.

48. Injunctive relief serves the public interest because the public has an interest in the enforcement of a legally binding promise and the protection of private property rights.

WHEREFORE, Plaintiff demands judgment in her favor and against Golden Ocala, enforcing Golden Ocala's promise in the form of an injunction preventing Golden Ocala from using or developing the Sports/Entertainment Property in accordance with the Approvals, awarding Plaintiff her costs, and retaining jurisdiction to grant additional, alternative, subsequent, coercive, or supplemental relief as may be necessary to effectuate the Court's declaratory ruling and as is just under the circumstances.

COUNT III – DECLARATORY RELIEF
PLAN AMENDMENTS VOID FOR FAILURE TO FOLLOW
LAND DEVELOPMENT CODE PROCEDURAL REQUIREMENTS
(against Golden Ocala and Marion County)

49. Plaintiff restates and incorporates the allegations of paragraphs 1 through 15 as if fully set forth herein.

50. This is an action against Defendants, Golden Ocala and Marion County, pursuant to Chapter 86, Florida Statutes, for declaratory relief.

51. Section 2.3.2(C.) of the County's Land Development Code ("LDC") provides the requirements for a comprehensive plan amendment application—like the Plan Amendment Applications. It provides:

The Growth Services Department **shall** review each application for **adequacy and completeness**. The application **will not be considered complete** until the following items have been submitted:

(2) **All material and information necessary** to demonstrate that the granting of the amendment is consistent with the Marion County Comprehensive Plan, and Ch. 163 FS.

(3) For a CPAA affecting specific real property, the following **shall** be provided **at a minimum**:

...
g. A **Traffic Impact Analysis shall** be provided which is based on the maximum estimated traffic generation of the proposed Future Land Use Designation(s). The study level of the analysis **shall comply with the County Traffic Impact Analysis Guidelines** available at the Office of the County Engineer; and

h. Any additional information determined to be **necessary to analyze the CPAA** to address consistency and compliance with the Marion County Comprehensive

Plan, Marion County Land Development Code, and/or Ch. 163 FS.

LDC § 2.3.2(C.) (emphasis supplied).

52. Section 3.5.2(B.) of the County's LDC provides, "The Growth Services Department staff shall review each **complete** CPAA or Board initiated amendment and prepare a written staff report listing the Department's analysis and recommendation regarding the amendment." (emphasis supplied).

53. Section 3.5.5 of the County's LDC provides:

Board Findings: In the public hearing for the amendment(s), the Board **shall** review the Growth Services Department **staff report** ..., and consider the amendment(s) in regard to the following findings:

- (1) If granting the amendment is compatible with land uses in the surrounding area for amendments which apply to specific real property in order to change that property's land use designation as depicted on the Marion County Future Land Use Map Series Map 1, Marion County 2035 Future Land Use,
- (2) If granting the amendment will not adversely affect the public interest,
- (3) If granting the amendment is consistent with the Marion County Comprehensive Plan, and
- (4) If granting the amendment is consistent with Ch. 163 FS.

(emphasis supplied).

54. Accordingly, the LDC requires the Traffic Impact Analysis and all materials and information necessary to demonstrate that the comprehensive plan amendment is consistent with the Comprehensive Plan and Chapter 163 ***before the application is considered complete. Only when the application is complete*** can the staff review it and prepare its written staff report. And at the public hearing the Board ***must*** review that written staff report made upon a ***complete*** application in order to determine if the application meets the legal requirements to be approved.

55. Golden Ocala did not submit the required Traffic Impact Analysis prior to the staff preparing its written report ***or even prior to the public hearing on the Plan Amendment Applications in July 2025.***

56. Additionally, Golden Ocala did not submit—prior to the staff preparing its written report or prior to the public hearing—all materials and information necessary to demonstrate that the Plan Amendment Applications were consistent with the Comprehensive Plan and Chapter 163. This failure is evidenced by the fact that Golden Ocala submitted additional evidence to the County for its

consideration of whether the Plan Amendments are consistent with the Comprehensive Plan and Chapter 163 **after** staff had prepared its written report and **after** the July 2025 public hearing on the Plan Amendment Applications.

57. Therefore, it is the position of Plaintiff that Golden Ocala and the County failed to follow the mandatory procedural requirements in the County's LDC that were a **pre-condition** to the staff issuing its written report on the Plan Amendment Applications and the Board holding a public hearing on the Plan Amendment Applications. It is accordingly the position of Plaintiff that the Plan Amendments are null and void for failing to follow the required procedure.

58. It is believed to be the position of Golden Ocala and the County that they do not have to follow the mandatory procedural requirements of the County's LDC for comprehensive plan amendment applications. Alternatively, it is believed to be their position that the Traffic Impact Analysis and other necessary materials and information can be submitted **after** the staff issues its written report and **after** the Board holds a public hearing and votes to approve the Plan Amendment Applications.

59. As a result of the irreconcilable conflict between the positions of Plaintiff and the County/Golden Ocala, there exists a bona fide, actual, present, and practical need for a declaration by the Court.

60. The powers, privileges, and rights of Plaintiff, the County, and Golden Ocala are dependent upon the facts presented, and the law applicable to the facts.

61. Plaintiff and the County/Golden Ocala have an actual, present, adverse, and antagonistic interest in the subject matter of this action, in fact and in law.

62. The antagonistic and adverse interests between Plaintiff and the County/Golden Ocala are before this Court by proper process in this declaratory action.

63. The relief sought in this declaratory action is not the mere giving of legal advice by the Court or an answer to questions propounded from curiosity.

WHEREFORE, Plaintiff demands a judgment entering the following relief:

- a) Declaring that the Plan Amendments are null and void for failing to follow the mandatory procedural requirements of the County's LDC;

- b) Awarding Plaintiff her costs;
- c) Retaining jurisdiction to grant additional, alternative, subsequent, coercive, or supplemental relief as may be necessary to effectuate the Court's declaratory ruling and as is just under the circumstances.

**COUNT IV – DECLARATORY RELIEF
APPROVALS VOID FOR FAILURE
TO FOLLOW NOTICE REQUIREMENTS
(against Golden Ocala and Marion County)**

64. Plaintiff restates and incorporates the allegations of paragraphs 1 through 15 as if fully set forth herein.

65. This is an action against Defendants, Golden Ocala and Marion County, pursuant to Chapter 86, Florida Statutes, for declaratory relief.

66. For the Plan Amendment Applications, Section 3.5.6(A.)(1) of the County's LDC requires that there be "due public notice" for the Board's public hearing. In turn, **Article 1, Division 2 of the Land Development Code defines "due public notice"** to require that "[p]ublication of notice shall be given at least ten days prior to said public hearing **in a newspaper of general circulation** in the County." (emphasis supplied). The Plan Amendment Applications

were not published in a newspaper of general circulation in the County.

67. For the Rezoning Application, Section 2.7.4(A.) of the County's LDC requires "due public notice" of the Board hearing. In turn, Article 1, Division 2 of the Land Development Code defines "due public notice" to require that "[p]ublication of notice **shall** be given at least ten days prior to said public hearing ***in a newspaper of general circulation*** in the County." (emphasis supplied). The Rezoning Application was not published in a newspaper of general circulation in the County.

68. For the Development Agreement Application, **Section 163.3225(2)(a)**, Florida Statutes, provides that notice "**shall** be advertised approximately 7 days before each public hearing ***in a newspaper of general circulation*** and readership in the county where the local government is located." The Development Agreement Application was not published in a newspaper of general circulation in the County.

69. Further, for the Development Agreement Application, Section 163.3225(2)(b), Florida Statutes, provides, "The notice shall specify the location of the land subject to the development agreement,

the development uses proposed on the property, the proposed population densities, and the proposed building intensities and height and shall specify a place where a copy of the proposed agreement can be obtained.” The County’s notice regarding the Development Agreement did not contain the required information.

70. As a matter of well-settled Florida law, the Approvals must be strictly enacted pursuant to applicable notice provisions and, if not, are null and void.

71. Therefore, it is the position of Plaintiff that Golden Ocala and the County failed to follow the mandatory notice requirements for each and all of the Applications, such that the Approvals are null and void.

72. It is believed to be the position of Golden Ocala and the County that they followed the mandatory notice requirements.

73. As a result of the irreconcilable conflict between the positions of Plaintiff and the County/Golden Ocala, there exists a bona fide, actual, present, and practical need for a declaration by the Court.

74. The powers, privileges, and rights of Plaintiff, the County, and Golden Ocala are dependent upon the facts presented, and the law applicable to the facts.

75. Plaintiff and the County/Golden Ocala have an actual, present, adverse, and antagonistic interest in the subject matter of this action, in fact and in law.

76. The antagonistic and adverse interests between Plaintiff and the County/Golden Ocala are before this Court by proper process in this declaratory action.

77. The relief sought in this declaratory action is not the mere giving of legal advice by the Court or an answer to questions propounded from curiosity.

WHEREFORE, Plaintiff demands a judgment entering the following relief:

- a) Declaring that the Approvals are null and void for failing to follow the mandatory notice requirements required by applicable law;
- b) Awarding Plaintiff her costs;
- c) Retaining jurisdiction to grant additional, alternative, subsequent, coercive, or supplemental relief as may be necessary to effectuate the Court's declaratory ruling and as is just under the circumstances.

COUNT V – DECLARATORY RELIEF
SECTION 163.3215 CLAIM
(against Marion County)

78. Plaintiff restates and incorporates the allegations of paragraphs 1 through 15 as if fully set forth herein.

79. This is an action against Defendant Marion County for declaratory judgment pursuant to Sections 86.011 and 163.3215, Florida Statutes, declaring that Ordinance 26-11 and Resolution 26-R-079 (the “Rezoning”) and the Development Agreement are inconsistent with the Comprehensive Plan and thus in violation of Section 163.3215(3), Florida Statutes.

80. Section 163.3215(3) provides as follows:

Any aggrieved or adversely affected party may maintain a de novo action for declaratory, injunctive, or other relief against any local government to challenge any decision of such local government granting or denying an application for, or to prevent such local government from taking any action on, a development order, as defined in s.163.3164, on the basis that the development order materially alters the use or density or intensity of use on a particular piece of property, rendering it not consistent with the comprehensive plan adopted under this part. . . .

81. The Rezoning is a “development order” as defined by Section 163.3164, because it is an order granting an application for a rezoning.

82. The Development Agreement is a “development order” as defined by Section 163.3164, because it is an official action of the County having the effect of permitting the development of land.

83. Plaintiff is an “aggrieved or adversely affected party” because Plaintiff is the owner of the property adjacent to the Sports/Entertainment Property, such that the Rezoning and Development Agreement will adversely affect the use and enjoyment of her property in a way that exceeds in degree the effects on other persons in the community. Specifically, the increased intensity of use and the increased traffic, light, and noise generated by the development will unquestionably adversely affect Plaintiff in the use and enjoyment of her property—an agricultural use as a thoroughbred horse farm—greater than others in the community.

84. It is Plaintiff’s position that the Rezoning and Development Agreement materially alter the use and intensity of use of the property defined therein in a manner that is inconsistent with the County’s Comprehensive Plan, as set forth in the following paragraphs.

85. Goal 1 of the Comprehensive Plan is, “To protect the unique assets, character, and quality of life in the County through

the implementation and maintenance of land use policies and a Land Development Code (LDC) that accomplish the following: 1. Promote the conservation and preservation of natural and cultural resources; 2. Support and protect agricultural uses; . . . 6. Ensure adequate services and facilities to timely serve new and existing development; [and] 7. Protect and enhance public health, safety, and welfare"

86. The Rezoning and Development Agreement are inconsistent with Goal 1 because they authorize high-intensity development of property adjacent to agricultural uses, thereby jeopardizing agricultural uses rather than "support[ing] and protect[ing]" them. A property hosting major sporting events and concerts next to a thoroughbred horse farm is abjectly incongruous with this adjacent agricultural use. Further, the Rezoning and Development Agreement do not ensure adequate transportation infrastructure to serve the new development.

87. Future Land Use ("FLU") Policy 1.1.1(2) requires the County to "[r]ecognize and protect the rural equestrian and agricultural character as an asset of the County's character and economy while providing clear, fair and consistent standards for the review and evaluation of any appropriate future development

proposals." The Rezoning and Development Agreement are inconsistent with this policy because they neither recognize nor protect the rural equestrian and agricultural character of the adjacent Farmland Preservation Area.

88. The Rezoning and Development Agreement are also inconsistent with FLU Policy 2.1.13, which has as its stated purpose the "Protection of Rural Neighborhoods" in the County:

Marion County shall recognize "rural neighborhoods" that occur within or outside of the UGB deserve special protection from the intrusion of urban uses, densities and intensities where new development occurs within the immediate vicinity. For the purpose of this policy, a rural neighborhood is an existing recorded or unrecorded subdivision where the overall density does not exceed one unit per three acres and the subdivision has a predominant Future Land Use Designation of Rural Land or Low Residential.

89. Far from affording "special protection" to surrounding rural neighborhoods, the Rezoning and Development Agreement create significant existential issues for residential uses in the area by allowing intense development of the property that would create significant traffic concerns on an already overtaxed state highway system, among other concerns.

90. FLU Policy 5.1.2 provides that "[t]he County shall review, and make a determination that the proposed modification [to the Plan] is compatible with the existing and planned development on the site and in the immediate vicinity ..." (emphasis supplied). The Rezoning and Development Agreement are incompatible with the existing development in the immediate vicinity because they propose to place a sports complex and event venue, a large and intense commercial use, directly adjacent to the Farmland Preservation Area and Plaintiff's horse farm.

91. Golden Ocala admitted this incompatibility in connection with its prior application seeking to change the future land use designation of another area of the overall WEC Property (Application No. 20-D01) (the "2020 Application").

92. In the 2020 Application, Golden Ocala submitted a "Consistency Analysis" in which it repeatedly justified compatibility of that application with surrounding land uses by having low intensity uses and lower densities--such as the Equestrian Estates lots and Rural lands that currently make up the Sports/Entertainment Property--serving as a transition from the more intense uses at the core of the WEC Property to the neighboring

Farmland Preservation Area. The Rezoning and Development Agreement eliminate the "transition" to the Farmland Preservation Boundary, instead authorizing large-scale, intense commercial uses directly adjacent to the Farmland Preservation Area.

93. The Rezoning and Development Agreement also violate: (i) FLU Policy 1.1.3, for failing to provide for the continuation of agricultural activities; (ii) FLU Policy 1.1.4, for failing to protect private property rights in land development regulations and governmental actions; (iii) FLU Policy 1.1.6, for failing to require the new development to provide buffering to address compatibility concerns and reduce adverse impacts; (iv) FLU Policy 2.1.28, for allowing "sports facilities" that are inconsistent with the original intent of, and fundamentally alter, the WEC land use designation; (v) FLU Policy 4.1.2, for failing to apply the most stringent regulation (Comprehensive Plan, Zoning, LDC) unless a waiver or variance is permitted; (vi) FLU Policy 6.1.2, for failing to ensure land development is timed with the provision of supporting public facilities and services; (vii) FLU Policy 6.1.7, for failing to design an efficient transportation system of internal circulation and address the traffic impacts of development, including multi-modal transportation for

surrounding areas and distribution of traffic flow in the transportation network; (viii) FLU Goal 8, for failing to protect the unique assets, character, and quality of life throughout the County; (ix) FLU Objective 8.1, for failing to encourage the preservation of agriculture as a short-and long-term use of lands and as an asset of the County's economy; (x) FLU Policy 8.1.4, for failing to protect the integrity of the rural character of this section of roadway along State Road 40; and (xi) FLU Policy 8.2.7, for failing to properly consider the appropriate intensity of development based on the conditions of the site and its location next to Farmland Preservation Area.

94. Conversely, it is believed that the County's position is that the Rezoning and Development Agreement are consistent with all of the Goals, Objectives, and Policies of the Comprehensive Plan.

36. Given this dispute, there exists a present controversy as to the legality of Ordinance 26-11 and the Development Agreement, which affects the rights of Plaintiff and County.

37. There exists a bona fide, actual, and present need to resolve the controversy concerning Ordinance 26-11 and the Development Agreement and whether they are consistent with the Comprehensive Plan.

38. The powers, privileges, and rights of Plaintiff and the County are dependent upon the facts presented, and the law applicable to the facts.

39. Plaintiff and the County have an actual, present, adverse, and antagonistic interest in the subject matter of this action, in fact and in law.

40. The antagonistic and adverse interests of Plaintiff and the County are before this Court by proper process in this declaratory action.

41. The relief sought in this declaratory action is not the mere giving of legal advice by the Court or an answer to questions propounded from curiosity.

42. Plaintiff has retained the services of the undersigned counsel and is obligated to pay them a reasonable fee for their professional services. Plaintiff is entitled to recover those fees from the County pursuant to Section 163.3215(8)(c), Florida Statutes.

WHEREFORE, Plaintiff demands a judgment entering the following relief:

- a) Declaring that the Rezoning materially alters the use and intensity of the property in a manner that is inconsistent with the County's Comprehensive Plan and, therefore, is invalid

and unlawful and violates Sections 163.3215 and Sections 163.3194, Florida Statutes;

- b) Declaring that the Development Agreement materially alters the use and intensity of the property in a manner that is inconsistent with the County's Comprehensive Plan and, therefore, is invalid and unlawful and violates Sections 163.3215 and Sections 163.3194, Florida Statutes;
- c) Awarding Plaintiff her costs and attorneys' fees pursuant to Section 163.3215(8)(c), plus interest thereon;
- d) Retaining jurisdiction to grant additional, alternative, subsequent, coercive, or supplemental relief as may be necessary to effectuate the Court's declaratory ruling and as is just under the circumstances.

**COUNT VI – DECLARATORY RELIEF
DEVELOPMENT AGREEMENT VOID AS UNCONSTITUTIONAL
DELEGATION OF LEGISLATIVE AUTHORITY
(against Golden Ocala and Marion County)**

95. Plaintiff restates and incorporates the allegations of paragraphs 1 through 15 as if fully set forth herein.

96. This is an action against Defendants, Golden Ocala and Marion County, pursuant to Chapter 86, Florida Statutes, for declaratory relief.

97. The Development Agreement limits the number of "Concert Uses" to eight (8) per year in the initial year, but then provides, "which ***limit may be increased based on operational experience***

and traffic conditions by the County Engineer and County Administrator.” (emphasis supplied).

98. Accordingly, there is no maximum number of “Concert Uses,” and the Board delegated to the County Engineer and County Administrator the authority to increase the amount “based on operational experience and traffic conditions.”

99. It is the position of Plaintiff that this delegation of authority by the Board to the County Engineer and County Administrator to allow an increase in Concert Uses (without any apparent maximum number) is an unconstitutional delegation of legislative authority. Further, the Board’s directive that the County Engineer and County Administrator are to exercise this authority “based on operational experience and traffic conditions” does not provide sufficiently specific, objective criteria for governing the decisions of these administrative officials and, therefore, constitutes an unconstitutional delegation of unbridled authority, subject to the whims and caprice of the County Engineer and County Administrator.

100. It is believed to be the position of the County and Golden Ocala that the County’s delegation of authority to the County

Engineer and County Administrator to increase the “Concert Uses” is not unconstitutional.

101. As a result of the irreconcilable conflict between the positions of Plaintiff and the County/Golden Ocala, there exists a bona fide, actual, present, and practical need for a declaration by the Court.

102. The powers, privileges, and rights of Plaintiff, the County, and Golden Ocala are dependent upon the facts presented, and the law applicable to the facts.

103. Plaintiff and the County/Golden Ocala have an actual, present, adverse, and antagonistic interest in the subject matter of this action, in fact and in law.

104. The antagonistic and adverse interests between Plaintiff and the County/Golden Ocala are before this Court by proper process in this declaratory action.

105. The relief sought in this declaratory action is not the mere giving of legal advice by the Court or an answer to questions propounded from curiosity.

WHEREFORE, Plaintiff demands a judgment entering the following relief:

- a) Declaring that the Development Agreement is null and void because it constitutes an unconstitutional delegation of legislative authority;
- b) Awarding Plaintiff her costs;
- c) Retaining jurisdiction to grant additional, alternative, subsequent, coercive, or supplemental relief as may be necessary to effectuate the Court's declaratory ruling and as is just under the circumstances.

COUNT VII - PETITION FOR WRIT OF CERTIORARI

106. This petition seeks issuance of a writ of certiorari directed to the County quashing the County's adoption/approval of Ordinance 26-11 and Resolution 26-R-079 (the "Rezoning"). (App. 1177).¹

107. Petitioner incorporates the allegations of Paragraphs 1 through 15 above as if fully set forth herein.

Basis for Invoking Jurisdiction

108. The Circuit Court of the Fifth Judicial Circuit in and for Marion County has jurisdiction to review the quasi-judicial decision of the Board pursuant to its common law certiorari jurisdiction under Article V, Section 5 of the Florida Constitution. *City of Tampa v.*

¹ Citations to the Appendix filed herewith shall be "App. ___".

Liberty Hosp. Mgmt., LLC, No. 2D2024-2082, 2026 WL 627977, at *6 (Fla. Dist. Ct. App. Mar. 6, 2026) (reversing trial court and holding the circuit court has jurisdiction under Article V, Section 5 of the Florida Constitution to review quasi-judicial local government rezoning decision by certiorari); Fla. R. App. 9.030(c)(3); *Board of County Commissioners of Brevard County v. Snyder*, 627 So. 2d 469, 474 (Fla. 1993) (holding that “the rulings of a board acting in its quasi-judicial capacity are subject to review by certiorari” in the circuit court); *Water Servs. Corp. v. Robinson*, 856 So. 2d 1035, 1039 (Fla. 5th DCA 2003) (holding proper remedy was a petition for writ of certiorari in circuit court challenging Board’s decision).

Standing

109. To establish standing, Petitioner must show “a legally recognizable interest which is or will be affected by the action of the zoning authority in question.” *Renard v. Dade Cnty.*, 261 So. 2d 832, 837 (Fla. 1972). Such an interest must be “a definite interest exceeding the general interest in community good share[d] in common with all citizens.” *Id.*

110. Courts consider the following factors in evaluating whether a party has standing: (i) the proximity of the party’s property

to the rezoned property at issue; (ii) the character of the neighborhood; (iii) the type of change proposed; and (iv) whether the party is among those entitled to receive notice of the application under the zoning regulations. *Id.*

111. Petitioner has standing. Petitioner owns real property in the County, identified as Marion County Property Appraiser Parcel No. 21355-000-00 (the "Weber Property"). (App. 364). The Weber Property consists of approximately 4,300 acres that is directly adjacent to the Sports/Entertainment Property, south of the Sports/Entertainment Property in the image below. (*Id.*)



Sports / Event Complex

(App. 342).

112. Petitioner’s use and enjoyment of her property—as a rural, agricultural property used as a horse farm—will be adversely affected by the traffic, lights, and noise generated by the high-intensity development authorized by the Rezoning. (App. 147, 364). Further, the Rezoning is not compatible with the character of the Weber Property, which is an agricultural property located within the Farmland Preservation Area and designated as Rural Land in the County's Future Land Use Map. (App. 345, 382).

113. Petitioner has standing due to the proximity of the Weber Property to the Sports/Entertainment Property (directly adjacent), the character of use of her property (rural, agricultural) compared to the high-intensity proposed development of the Sports/Entertainment Property, and because Petitioner was entitled to receive notice under the County’s Land Development Code (“LDC”).² (App. 1162). LDC § 2.7.3; *Renard*, 261 So. 2d at 837.

114. Petitioner, through her counsel, submitted oral and written comments to the County objecting to the Rezoning at the public hearing on March 18, 2026. (App. 147-158; 363-378).

² The County’s Land Development Code is available at https://library.municode.com/fl/marion_county/codes/land_development_code?nodeId=LADECOMACOFI.

Statement of Facts

The Property and the Surrounding Area

115. The rezoning application encompasses approximately 4,276 acres consisting of 391 parcels, but the most significant change is to the property identified as Marion County Property Appraiser parcel numbers 21069-007-001, 21081-000001, 21081-001-00, 21081-048-00, 21087-001-00, 21087-001-02, and 21623-000-00 (the “Sports/Entertainment Property”). (App. 339).

116. The Sports/Entertainment Property consists of approximately 250 acres, designated as “25-L02 (Portion from LR to World Equestrian Center)” in Figure 1 below.

Figure 1 – General Location



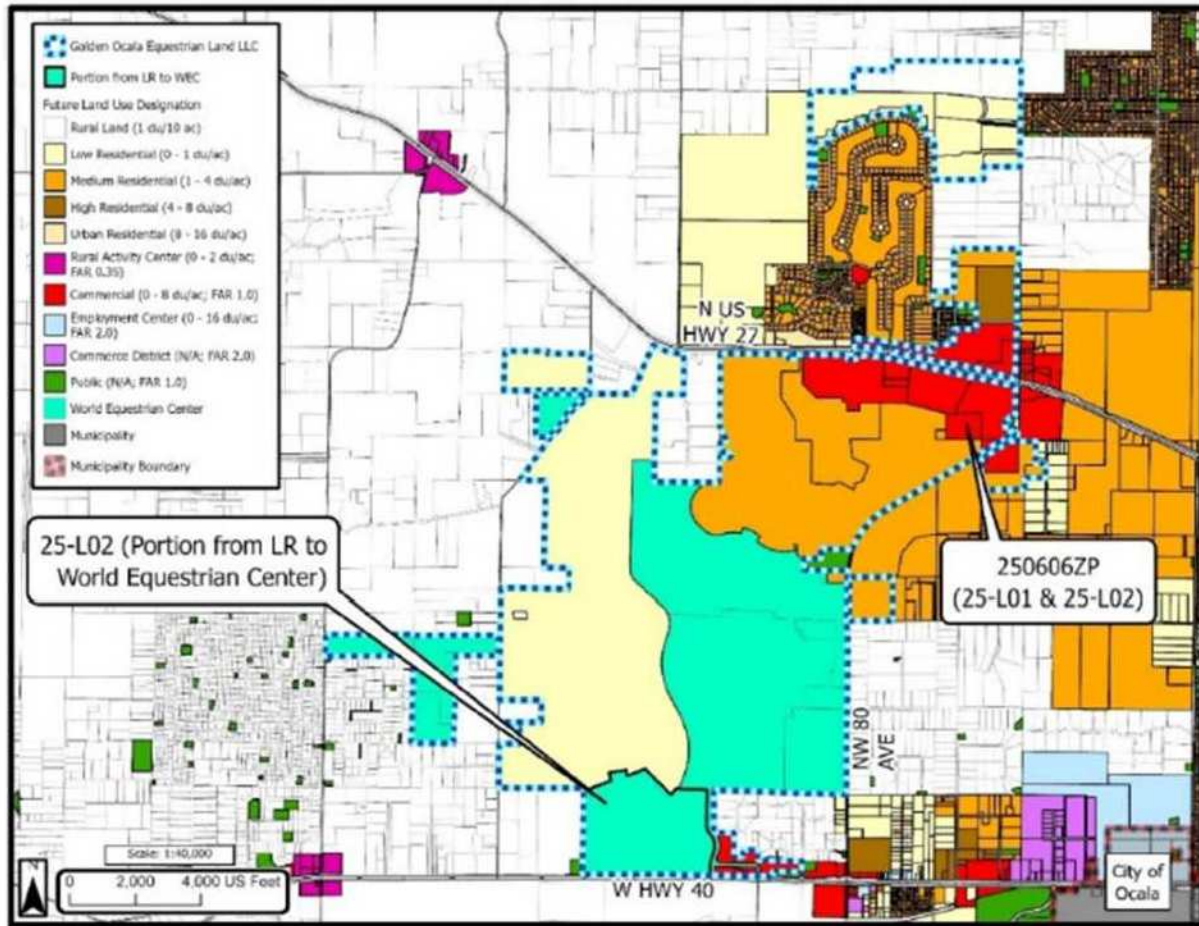
(App. 339).

117. The existing Comprehensive Plan designates the Sports/Entertainment Property as “Low Residential” for large lot Equestrian Estates (minimum three acres per residence). Golden Ocala submitted two Comprehensive Plan amendment applications simultaneously with the rezoning application, seeking to amend the land use designation for the Sports/Entertainment Property to “World Equestrian Center,” a special land use category under the County’s Comprehensive Plan for a regional attraction specifically designated for ***equestrian-related*** uses.³ Plan, FLU Policy 2.1.28. (App. 341-42).

118. The properties adjacent to the Sports/Entertainment Property to the west, south, and east hold land use designations under the County’s Comprehensive Plan of “***Rural Land,***” shown in white in Figure 4 below. The Rural Land designation “is intended to be used primarily for agricultural uses, associated housing related to farms and agricultural-related commercial and industrial uses,” and limits density to one residential unit per 10 acres. Plan, FLU Policy 2.1.16.

³ The County’s Comprehensive Plan can be found at: <https://www.marionfl.org/home/showpublisheddocument/25900/638557960191000000>.

Figure 4 - Proposed FLUMS Designation

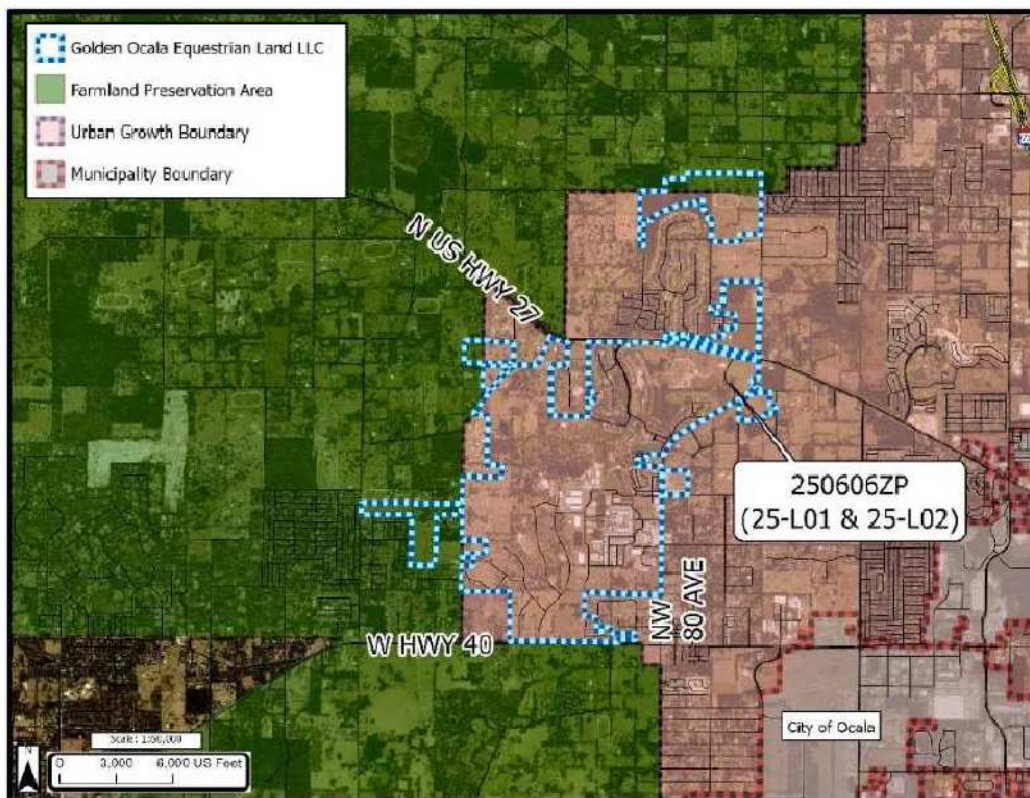


(App. 345).

119. The Comprehensive Plan is a statutorily mandated plan to control use and development of property within the County -- a “constitution” for land development. *Gardens Country Club, Inc. v. Palm Beach Cnty.*, 590 So. 2d 488, 490 (Fla. 4th DCA 1991). The Comprehensive Plan designates future land use categories that control development of property. It contains goals, objectives, and policies providing direction on development of land in the County.

120. The Sports/Entertainment Property is adjacent to “Farmland Preservation Area” to the south (which includes the Weber Property), as shown in Figure 3 below. “The Farmland Preservation Area is intended to encourage preservation of agriculture as a viable use of lands and an asset of Marion County’s economy and to protect the rural character of the area.... The County establishes this area as critical to the enhancement and preservation of its designation as the Horse Capital of the World.” Plan, FLU Objective 3.3.

Figure 3
Farmland Preservation Area and Urban Growth Boundary



(App. 382).

121. The zoning of a property is required to be consistent with its Comprehensive Plan future land use designation and with the goals, objectives, and policies that apply to it. *See Bd. of Cnty. Comm'rs of Brevard Cnty. v. Snyder*, 627 So. 2d 469, 474 (Fla. 1993); *Bay Cnty. v. Harrison*, 13 So. 3d 115, 118 (Fla. 1st DCA 2009).

122. The Sports/Entertainment Property's **existing zoning** under the planned unit development ("PUD") rezoning previously approved by the County provides for agricultural and low-density residential uses at a maximum of **1 residential home per three (3) acres**. The current zoning classification of the properties adjacent to the Sports/Entertainment Property **to the west, south, and east hold existing zoning classifications of A-1 General Agriculture**. (App. 345). Under the County's LDC, "The General Agriculture zoning classification is intended to preserve agriculture as the primary use." LDC § 4.2.3. Minimum lot sizes are 10 acres and only one residential unit is permitted per 10 acres. LDC Table 4.2.2.

The Rezoning Application

123. In 2020, the County approved two planned unit developments (PUDs) across the overall 4,276-acre WEC Property, wherein the approximate 250-acre Sports/Entertainment Property

Review and Findings by the County’s Development Staff

125. The land development professionals with the County’s Growth Services Planning and Zoning department (“Development Staff”) analyzed the project for compliance with the applicable criteria in the County’s Comprehensive Plan and Land Development Code, and prepared a report (“Staff Report”) with Development Staff’s analysis, findings, and recommendations. (App. 338-362).

126. The Staff Report evaluates the proposed sports and event uses for compatibility with the ***World Equestrian Center*** designation, but fails to analyze the impacts on the adjacent rural and agricultural uses. (App. 344).

127. The Staff Report identifies that a Traffic Impact Analysis (“TIA”) was submitted and accepted in February 2026. The TIA ***identified multiple level of service deficiencies***, including on SR 40 from the Urban Area Boundary to SW 110th Ave, SR 40 at SW 80th Ave, SR 40 at SW 60th Ave, and US 27 at NW 60th Ave. (App. 353). There were also “***multiple intersections that have turn lane deficiencies*** caused by the development,” and “multiple access improvements on SR 40” that are necessary for the roadway system to function satisfactorily ***but have not yet been applied for – much***

less approved by FDOT – the agency with jurisdiction and approval authority over such improvements. (App. 353).

128. Development Staff also pointed out that “complete noise control may not be fully achievable” particularly with respect to certain events and concerts. (App. 350). However, with respect to the proposed concert uses, Development Staff failed to analyze the impacts of concert uses on such issues as compatibility and traffic.

Hearing Before The Board

March 18, 2026 Hearing

129. Golden Ocala’s rezoning application came before the Board for a quasi-judicial hearing on March 18, 2026. (App. 1).

130. The County’s Senior Planner provided an overview of the application and Development Staff’s analysis. He acknowledged at least three times that the Traffic Impact Analysis identified level of service deficiencies focused primarily on State Road 40. (App. 23, 32-33, 36-37). The County Engineer likewise confirmed traffic deficiencies as well as turn lane deficiencies. (App. 38-41).

131. The Traffic Impact Analysis does not even consider trips generated by the potentially unlimited number of concerts and possible music festivals (with attendance in excess of 10,000 patrons)

-- as acknowledged by Golden Ocala's engineer. (App. 194; *see also* TIA at App. 496-1022).

132. The County's Senior Planner also noted that the application proposed to eliminate a prohibition on the concerts, and that Development Staff had concerns with concert uses. (App. 65).

133. Golden Ocala's engineer, David Tillman, acknowledged during his testimony before the Board that the project ***will result*** in light spillage at the main entryway adjacent to Petitioner's horse farm. (App. 92).

134. When questioned by the County's attorney, Golden Ocala's sound engineer admitted that he had no testing or analysis for noise generated at an outdoor concert. (App. 134).

135. The Board voted to approve the rezoning application. (App. 224).

136. The adopted Rezoning provides that concerts are allowed at all indoor facilities and at two outdoor facilities -- the Grand Outdoor Arena and Plaza, and the World Equestrian Center Stadium, with a capacity of 10,000 attendees. (App. 1182).

Nature of Relief Sought

137. Petitioner seeks issuance of a writ of certiorari quashing the Board's approval of the rezoning application.

Argument

Standard of Review

138. The local government's quasi-judicial decision is reviewed to determine "(1) whether **procedural due process** was accorded, (2) whether the **essential requirements of law** were observed, and (3) whether the administrative findings and judgments are **supported by competent substantial evidence.**" *Miami-Dade Cnty. v. Omnipoint Holdings, Inc.*, 863 So. 2d 195, 199 (Fla. 2003) (emphasis supplied). This "first-tier" level of review is not discretionary, "but rather is a matter of right and is akin in many respects to a plenary appeal." *Broward County v. G.B.V. Intl., Ltd.*, 787 So. 2d 838, 843 (Fla. 2001). If the Court finds that the Board's decision failed to satisfy **any one** of the three prongs, then the Court must quash the County's approval of the rezoning application. *See, e.g., id.* at 846 (providing that on remand the court must quash the county's denial unless the county showed competent substantial evidence in the record to support the denial).

I. Golden Ocala Did Not Meet Its Initial Burden to Establish By Competent Substantial Evidence Compliance with ALL Requirements for Approval.

139. To show entitlement to a zoning classification, the **burden is on the applicant, Golden Ocala**, to present competent substantial evidence that all of the legal requirements for approval—under the County’s Comprehensive Plan and Land Development Code—have been met. *Id.* at 846 (emphasis supplied). **Only if** the applicant meets its initial burden does the burden then shift to require a showing of competent substantial evidence that the application does not meet the required legal criteria. *G.B.V.*, 787 So. 2d at 838, 842-43 (emphasis supplied); *Bd. of Cnty. Comm'rs of Brevard Cnty. v. Snyder*, 627 So. 2d 469, 476 (Fla. 1993).

140. Competent substantial evidence is that which is “sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached.” *De Groot v. Sheffield*, 95 So. 2d 912, 916 (Fla. 1957). Information based on “[s]urmise, conjecture or speculation” is not competent substantial evidence. *Fla. Rate Conference v. Fla. R.R. & Pub. Utils. Comm’n*, 108 So. 2d 601, 607 (Fla. 1959). “[F]indings must be based on something more than mere probabilities, guesses, whims, or caprices, but rather

on evidence in the record that supports a reasonable foundation for the conclusion reached.” *Dep’t of Highway Safety & Motor Vehicles v. Trimble*, 821 So. 2d 1084, 1087 (Fla. 1st DCA 2002); *City of Hialeah Gardens v. Miami-Dade Charter Foundation, Inc.*, 857 So. 2d 202, 204 (Fla. 3d DCA 2003).

141. Section 6.11.3 of the LDC requires a Traffic Study in accordance with the Office of County Engineer guidelines (“County Traffic Standards”). See County Traffic Standards at App. 1163-1176.

142. The County’s Senior Planner, the County Engineer, and Golden Ocala’s own engineer all testified that the proposed development results in **several traffic deficiencies** with segments of roadways (including key segments along SR 40 abutting Petitioner’s property) operating below acceptable levels of service, as well as turn lane access deficiencies. (App. 23, 32-33, 36-41). Moreover, these deficiencies are present **despite the TIA not even counting trips generated from concert uses** (which are potentially unlimited in number and can involve over 10,000 attendees). Therefore, there was no competent substantial evidence that the Rezoning complies with the applicable legal requirements for traffic impacts.

143. The TIA is deficient for an additional reason. The Rezoning combines two previously existing PUDs into one overall PUD consisting of approximately 4,276 acres. The County’s Senior Planner recognized that although the focus of the Rezoning was on the 250-acre Sports/Entertainment Property, the additional sports and entertainment facilities **would increase the intensity of use of the other facilities in the overall PUD, like hotels, restaurants, supporting retail and office.** (App. 25). Therefore, while the primary change is to allow sports and entertainment uses on the 250-acre Sports/Entertainment Property, there will be resulting increased use—and attendant traffic—across the **entire** 4,276-acre development.

144. The TIA does not analyze the traffic impacts across the entire combined PUD but, rather, only analyzes traffic impacts (except, of course, concerts) for a **155-acre project development area.** (App. 503).

145. The County Traffic Standards recognize four levels of Traffic Impact Analysis: (1) Level of Service Analysis; (2) Traffic Impact Statement; (3) Traffic Assessment; and (4) Traffic Study. (App. 1164). For a rezoning application generating 100 or more peak hour trips

like this one, the County Traffic Standards require the applicant to submit a Traffic Study. (App. 1166).

146. The County Traffic Standards require a Traffic Study to provide a ***complete analysis*** of the traffic impacts that encompass the existing conditions and the ***overall proposed development***.

Specifically:

The Traffic Study ***shall include at a minimum*** the following components to be considered complete:

Introduction – The introduction should include a description of the type, size, location, and expected build-out of the proposed development.

...

Project Analysis – The project analysis *shall* be based on the results from traffic volume estimates, directional distributions and ***total traffic projections***.

...

Future Conditions Analysis – A ***complete*** future conditions analysis shall be included in the study. The future conditions analysis shall include all roadway links and intersections analyzed in the existing conditions section of the study and shall also include a peak hour/peak direction LOS analysis showing the future roadway conditions (segment and intersection if required) after applying the background traffic, the proposed project traffic, and any improvements.

...

Conclusions/Mitigation Analysis – The conclusion/mitigation analysis shall summarize the ***overall impact*** of the proposed development on the study area and ***identify specific improvements needed, timing for construction of those improvements, and the entity responsible for payment of the improvements***.

Equivalency Matrix – Provide an equivalency matrix for the **other likely land uses** consistent with the developments approved land use and zoning showing the trip conversion rates between the uses in the study and the **other allowable uses**. All rates shall be based on the most recent edition of the ITE Trip Generation Manual.

(emphasis supplied) (App. 1172-73).

147. The Traffic Study entirely failed to consider the “other allowable uses” (*i.e.* concerts). **Indeed, the word “concert” does not appear anywhere in the Traffic Study.** The engineer for Golden Ocala acknowledged at the March 18, 2026 hearing that the TIA did **not** analyze the impact that concerts would have on traffic volume, asserting that “[i]ts not part of the TIA because it’s not the **primary use.**” (App. 194) (emphasis supplied). First, it is entirely unclear what the “primary use” really is. Regardless, the County Traffic Standards require an analysis of **all allowable uses**, not just a “primary use” analysis. The result is an omission of high-intensity traffic generated from the multitude of varied uses permitted under the Rezoning (in addition to the broadly defined sporting events, the list of permitted uses includes concerts, shows (e.g. dog, boat, car shows), festivals, graduations, meetings, expositions, “entertainment” (whatever that means), trade shows, and other “commercial uses”).

148. Instead, the Traffic Study narrowly calculates the estimated trip generation using the “Horse Racetrack” land designation from the ITE Trip Generation Manual. (App. 840). The County raised this issue in its Development Review Comments dated May 23, 2025, noting that “***[r]emoving the existing restrictions on concerts will increase the potential for traffic issues on surrounding intersections and roadway segments.*** The ITE Trip Generation Manual does not include a land use for concerts. ***Therefore, the full impacts of removing the concert restrictions cannot be quantified.***” (App. 1209-1210) (emphasis supplied).

149. Further, the Traffic Study fails to specifically identify what improvements are necessary to address the numerous traffic deficiencies, the timing for construction of those improvements, **or** who is responsible for paying for those improvements as required by the County Traffic Standards.

150. This failure is evident in the resulting Rezoning, which notes that, “[t]raffic management, construction of off-site improvements, and proportionate share of contributions shall be governed by the Second Amendment to the Development Agreement.” (App. 1184).

151. However, the referenced Second Amendment to the Development Agreement, which was approved by the County at the March 18, 2026 hearing, ***does not address these deficiencies*** and instead contemplates ***further traffic studies that have not been conducted***:

In connection with the 2026 WEC Approvals, Owners submitted a WEC Sports Complex Traffic Impact Analysis (the “Traffic Study”) prepared by Kittleson & Associates. County has approved the Traffic Study.

Within eight (8) months after the Second Amended Effective Date, ***owners shall submit to the County a further amendment, or a new agreement,*** (either, the “Third Amendment”) ***addressing the impact of the 2026 WEC Approvals on the County transportation system*** as well as additional issues deemed appropriate by the Owner and County, and shall thereafter pursue approval of such Third Amendment with due diligence.

(App. 1317) (emphasis supplied).⁴

152. Taken together, the Rezoning and the Second Amendment to the Development Agreement establish that true impact on traffic that will result from the Rezoning ***has not been analyzed or determined*** – which the County’s Senior Planner acknowledged

⁴ The “2026 Approvals” are defined by the Second Amendment to the Development Agreement to include the Rezoning and the Comprehensive Plan Amendments.

during the March 18, 2026 Hearing, stating that, “our concern is once all the other improvements for traffic are brought online [along State Road 40] **it may significantly change how access and routing of traffic occurs in this region** ... And that’s why the ***next amendment [to the Development Agreement] for the improvement is required.***” (App. 32-33).

153. Therefore, the Traffic Study submitted for the Rezoning did not meet the following requirements of the TIA Guidelines: (1) it did not provide a complete future conditions analysis; (2) it did not provide an analysis of the overall impact of the proposed development or identify specific improvements needed or timing of those improvements (instead punting that down the road to a later date); and (3) it did not include the impacts of all the uses (including the most high-traffic uses like concerts and festivals). Accordingly, there was no evidence showing compliance with LDC Section 6.11.3’s requirement of a Traffic Study in accordance with the County Traffic Standards.

154. Indeed, the County Traffic Standards require what would be expected, that the Traffic Study provide a ***complete*** picture of the true traffic impacts of the overall PUD. The Traffic Study in the TIA

did not address these requirements and selectively limited itself to 155 acres of the 4,276-acre PUD—and still showed several deficiencies and failed to identify the necessary improvements to address those deficiencies. There was no competent substantial evidence demonstrating that the Rezoning—which combines two previously existing PUDs into one 4,276-acre PUD—meets the County’s traffic requirements.

155. There was an absence of competent substantial evidence on other requirements as well. The LDC requires a rezoning to demonstrate that it is “compatible with the land uses in the surrounding area.” LDC §§ 2.7.1(A.), 2.7.2(A), 2.7.3(E)(2). “Compatibility” means “a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.” Fla. Stat. § 163.3164(9). (App. 344). Section 4.2.31 of the LDC, containing the standards for planned unit development rezonings, requires “additional focus on the **compatibility** of the PUD’s proposed uses with the **adjoining and surrounding properties.**” (emphasis supplied).

156. The Staff Report focused on compatibility ***within*** the World Equestrian Center development. (App. 344). But the focus of a compatibility analysis should be compatibility with the ***surrounding rural and agricultural land uses*** – which was never conducted with any level of detail or analysis.

157. Development Staff later included a conclusory statement that it found the proposed indoor/outdoor sport complex and event venue facilities compatible with the surroundings. (App. 350). But an expert opinion that is conclusory in nature and is devoid of underlying reasoning and analysis to support it is not competent substantial evidence. *Parc Royale E. Dev., Inc. v. U.S. Project Mgmt., Inc.*, 38 So. 3d 865, 869 (Fla. 4th DCA 2010) (“***No weight*** may be accorded an expert opinion which is totally conclusory in nature and is unsupported by any discernible, factually-based chain of underlying reasoning.”) (emphasis supplied).

158. Here, there is no competent substantial evidence in the record analyzing the Rezoning’s compatibility with—i.e. direct and indirect impacts on—the rural and agricultural land uses to the west, south, and east of the development. In the absence of competent substantial evidence of compatibility, the Rezoning must be quashed.

159. Section 6.19.6 of the LDC contains the required standards for lighting within developments in the County, and states, “**All** lighting, **regardless of location**, shall be designed to **prevent** direct glare and **light spillage** onto adjacent streets and properties.” LDC § 6.19.6(A) (emphasis supplied).

160. Golden Ocala’s own lighting engineer admitted that there would be light spillage. (App. 92). Therefore, there was no competent substantial evidence that the Rezoning complies with the lighting requirements of Section 6.19.6.

161. Section 4.2.31 of the LDC contains the legal requirements for a PUD rezoning like this one. There was no competent substantial evidence of the Rezoning meeting the following requirements

- a. Section 4.2.31(B)(5) – requiring structure types and architecture styles to be identified and, ultimately, approved by the Board;
- b. Section 4.2.31(E)(1)(b) – requiring pedestrian and/or bicycle facilities internally to address internal circulation and externally to provide for integration;
- c. Section 4.2.31(E)(1)(c) – requiring multi-modal design accommodating pedestrian, bicycle, transit, and vehicular

access focusing on integrating the modes with the proposed PUD uses and expected activity levels;

- d. Section 4.2.31(3)(4)(a)(3) – requiring all maximum height limits for principal and accessory structures in both typical illustration and table format – the Rezoning exceeds the maximum height limit of 75 feet to go to 100 feet, but does not include any required illustration; and
- e. 4.2.31(F) – requiring architectural renderings or color photos detailing design features, color pallets, and buffering details.

162. For each and all of these reasons, Golden Ocala did not meet its initial burden to establish, by competent substantial evidence, compliance with **all** of the requirements of the Land Development Code. Therefore, the Rezoning must be quashed.

II. The County Departed from The Essential Requirements of Law By Not Relying on Competent Substantial Evidence.

163. A government entity departs from the essential requirements of law when it fails to apply the correct law. *Haines City Cmty. Dev. v. Heggs*, 658 So. 2d 523, 530 (Fla. 1995); *Surf Works, L.L.C. v. City of Jacksonville Beach*, 230 So. 3d 925, 927 (Fla. 1st DCA

2017). Where the local government fails to apply all of the relevant provisions of its Comprehensive Plan and LDC, it departs from the essential requirements of law, requiring the denial to be quashed. *Surf Works*, 230 So. 3d at 930–32.

164. The Board did not base its decision on competent substantial evidence in the record. To the contrary, the only evidence in the record from Development Staff and Golden Ocala’s own experts was that the Rezoning does ***not meet*** several requirements of the County’s Land Development Code.

165. By approving the Rezoning, the Board did not correctly apply the competent substantial evidence standard and, therefore, departed from the essential requirements of law. *Miami-Dade Cnty. v. Publix Supermarkets, Inc.*, 305 So. 3d 668, 671 (Fla. 3d DCA 2020) (application of incorrect evidentiary standards is a departure from essential requirements of law); *Jesus Fellowship, Inc. v. Miami-Dade County*, 752 So. 2d 708, 709 (Fla. 3d DCA 2000) (granting second tier certiorari where circuit court “failed to correctly apply the correct law as its decision allows the use of incompetent evidence to support the Commission’s decision. . . .”).

III. Petitioner Was Deprived of Procedural Due Process Because the Notice Was Legally Insufficient and Petitioner Was Not Afforded A Meaningful Opportunity to Be Heard.

166. Procedural due process requires notice and “a **meaningful opportunity** to be heard.” *N.C. v. Anderson*, 882 So. 2d 990, 993 (Fla. 2004) (emphasis supplied); see also *Keys Citizens for Responsible Government, Inc. v. Florida Keys Aqueduct Authority*, 795 So. 2d 940, 948 (Fla. 2001) (recognizing procedural due process requires a “**real opportunity** to be heard”) (emphasis supplied).

167. Due process is flexible concept and the extent of due process required varies with the character of the interest and the nature of the proceeding. *Id.* There are three distinct factors to consider in the analysis of whether the due process accorded in any proceeding was constitutionally sufficient: (1) the private interest that will be affected by the official action; (2) the risk of an erroneous deprivation of such interest through the procedures used, and the probable value, if any, of additional or substitute procedural safeguards; and (3) the government's interest. *Id.* at 948-49 (citing *Mathews v. Eldridge*, 424 U.S. 319, 333, 96 S.Ct. 893, 47 L.Ed.2d 18 (1976)).

168. As to the notice issue, Petitioner believes that a declaratory judgment action to declare the Rezoning null and void due to legally inadequate notice is the proper remedy, but raises the argument here in an abundance of caution. On Golden Ocala’s rezoning application, Section 2.7.4(A.) of the County’s LDC requires “due public notice” of the Board hearing. In turn, Article 1, Division 2 of the Land Development Code defines “due public notice” to require that “[p]ublication of notice shall be given at least ten days prior to said public hearing ***in a newspaper of general circulation*** in the County.” (emphasis supplied). Because the March 18, 2026 Board hearing on the Rezoning was not published in a newspaper of general circulation in the County, the County’s notice requirements were not met and Petitioner was not afforded procedural due process. (App. 1206).

169. Regarding the issue of a real and meaningful opportunity to be heard, Petitioner’s counsel was ***not permitted to ask questions of any of the County’s or Golden Ocala’s witnesses.***

170. In *Carillon Community Residential v. Seminole County*, the Fifth District addressed the issue of due process when it comes to local government public hearings. 45 So. 3d 7 (Fla. 5th DCA 2010).

It approved of the circuit court's decision finding that petitioners had been afforded due process where, although petitioners were not allowed to cross-examine witnesses, they were ***permitted to direct questions to the board, which in turn addressed the questions to the appropriate individuals.*** *Id.* at 12 (approving court's decision below). Therefore, "while the questioning might not have been the form the Petitioners preferred, they were provided with an opportunity to present questions to the developer's witnesses." *Id.* (quoting circuit court's decision below).

171. Applying the *Matthews* factors, Petitioner has a substantial private interest that is affected by this Rezoning – her use and enjoyment of her adjacent agricultural thoroughbred horse farm. Refusing to allow Petitioner an opportunity question the County or Golden Ocala witnesses in any way presents a substantial risk of erroneous deprivation of her property interests. While the County has an interest in a timely and orderly hearing, given the Petitioner's status as an affected party and substantial interests at stake, the County should have offered a more meaningful opportunity to be heard, or at a minimum treated Golden Ocala and Petitioner on more equal footing.

Conclusion

172. The Board does not have discretion to do what it prefers, wants, or believes is justified on a quasi-judicial rezoning -- it has a legal responsibility to deny the application if it does not comply with the applicable law (Comprehensive Plan and LDC). *Blair Nurseries, Inc. v. Baker County*, 199 So. 3d 534, 537 (Fla. 1st DCA 2016); see also *Miami-Dade County v. Omnipoint Holdings, Inc. v.* , 863 So. 2d 375, at 377 (Fla. 3d DCA 2003) (“[Q]uasi-judicial boards cannot make decisions based on anything but the local criteria enacted to govern their actions.”).

173. The Board unlawfully approved Golden Ocala’s rezoning application. There was no competent substantial evidence to support the application’s compliance with numerous requirements of the County’s Land Development Code. The Board departed from the essential requirements of law by not correctly applying the competent substantial evidence standard. And Petitioner was not treated fairly with a meaningful opportunity to be heard in light of her substantial property interests at stake.

174. Petitioner respectfully requests that the Court issue an order granting Petitioner's writ of certiorari, quashing the Board’s

approval of Golden Ocala's rezoning application, and requiring the Board to act in accordance with the law and deny the rezoning application.

Respectfully submitted,

/s/ Shane T. Costello

Scott A. McLaren

Board Certified, Business Litigation

Board Certified, Civil Trial

Florida Bar No. 414816

scott.mclaren@hwhlaw.com

jaime.schill@hwhlaw.com

Shane T. Costello

Board Certified, Business Litigation

Florida Bar No. 068538

shane.costello@hwhlaw.com

angela.snaggs@hwhlaw.com

RELit.STC@hwhlaw.com

HILL, WARD & HENDERSON, P.A.

101 East Kennedy Boulevard

Bank of America Plaza, Suite 3700

Tampa, Florida 33602

Telephone: (813) 221-3900

Facsimile: (813) 221-2900

Attorneys for Petitioner/Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on April 17, 2026, the foregoing Complaint for Declaratory and Injunctive Relief and Petition for Writ of Certiorari were furnished via email to (i) Marion County Attorney Matthew G. Minter, Matthew.Minter@marionfl.org, (ii) Marion County c/o Board of County Commissioners c/o Carl Zalak, III, Chair, Carl.Zalak@MarionFL.org., and (iii) W. James Gooding, III, counsel for Golden Ocala, to jgooding@lawyersocala.com. The Complaint for Declaratory and Injunctive Relief will also be served via service of process.

s/ Shane T. Costello
Attorney

CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY that the foregoing Petition for Writ of Certiorari complies with the font requirements of Rule 9.045(b), as a computer-generated document drafted in Microsoft Word using Bookman Old Style 14-point font. **I FURTHER CERTIFY** that the Petition for Writ of Certiorari complies with the word limit of Rule 9.100(g). Using Microsoft Word’s word count function, this petition

contains 5,128 words, excluding those portions of the petition excluded from the word count as provided in the Rules.

s/ Shane T. Costello
Attorney

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY, FLORIDA
CIVIL DIVISION

CHARLOTTE C. WEBER, Individually
and as Trustee of the CHARLOTTE C.
WEBER 2001 REVOCABLE TRUST,

Petitioners/Plaintiffs,

v.

GOLDEN OCALA EQUESTRIAN
LAND, LLC

and

MARION COUNTY,
FLORIDA

Respondents/Defendants.
_____ /

CASE NO.:

COUNT VII IS A PETITION
FILED PURSUANT TO
FLORIDA RULE OF
APPELLATE PROCEDURE
9.100(f)

EXHIBIT A

TO

**COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF
AND PETITION FOR WRIT OF CERTIORARI**

ORDINANCE NO. 26 - 09

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA; PROVIDING FOR FINDINGS; ADOPTING AMENDMENT 25-L01; LARGE-SCALE TEXT AMENDMENT TO THE FUTURE LAND USE ELEMENT OF THE MARION COUNTY COMPREHENSIVE PLAN:

25-L01, GOLDEN OCALA EQUESTRIAN LAND, LLC
FUTURE LAND USE ELEMENT TEXT AMENDMENTS:
POLICY 2.1.28 – WORLD EQUESTRIAN CENTER (DEFINITION),
TABLE 2-1 – SUMMARY OF FUTURE LAND USE DESIGNATIONS,
POLICY 10.5.1 – GOLDEN OCALA,
FUTURE LAND USE MAP SERIES MAP 15.h – GOLDEN OCALA;

PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR FINDINGS; PROVIDING FOR APPEALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.01(1)(g), Florida Statutes, empowers the Board of County Commissioners of Marion County, Florida (“Board”) to prepare and enforce comprehensive plans to plan for and manage the development of the County; and

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Community Planning Act, empowers and requires the Board of County Commissioners of Marion County to (a) plan for the County’s future development and growth; (b) adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the County; and

WHEREAS, the Marion County Planning & Zoning Commission, acting as the Local Planning Agency, conducted a properly noticed public hearing on June 30, 2025, at 5:30 p.m., to consider Amendment No. 25-L01. The Planning & Zoning Commission considered the Growth Services Department’s recommendation, received public comment, and made recommendations to the Board regarding the Amendment, including findings of facts related to:

1. Whether the granting of the amendment will not adversely affect the public interest.
2. Whether the proposed amendment is compatible with land uses in the surrounding areas.
3. Whether the proposed amendment is consistent with Chapter 163, Florida Statutes, and the Marion County Comprehensive Plan, and ^

WHEREAS, the Board conducted a properly noticed transmittal public hearing on July 21, 2025, at 1:30 p.m., to consider Amendment No. 25-L01, the Growth Services Department’s recommendation, the Planning and Zoning Commission’s recommendation, public comment received, and acted to transmit the Amendment to the Florida Department of Commerce (Florida Commerce) and other designated agencies for review consistent with Chapter 163.3184, Florida Statutes, and

WHEREAS, Florida Commerce and other reviewing agencies received Amendment 25-L01, and provided comments and one objection regarding the proposed Amendment, and

WHEREAS, the Board conducted a properly noticed adoption public hearing on March 18, 2026, at 1:30 p.m., to consider Amendment No. 25-L01, the Growth Services Department's recommendation, the Planning and Zoning Commission's recommendation, the agency transmittal review responses received (if any), and public comment received, and acted to adopt the Amendment.

WHEREAS, the Board of County Commissioners of Marion County, Florida, further considered all oral and written comments received during said public hearing, including the data and analysis packages; and

NOW, THEREFORE BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. LARGE-SCALE AMENDMENT APPROVAL. The Board hereby approves the below-listed large-scale text amendment and authorizes the necessary amendment to Comprehensive Plan Future Land Use Element text attached hereto as Exhibits "A," "B," "C," & "D" and by this reference made part hereof, based on affirmative findings that the Amendment is compatible with the surrounding land uses, consistent with Chapter 163, Florida Statutes, and the Marion County Comprehensive Plan, and is not adverse to the public interest:

Amend . No.	Applicant	PROPOSED LARGE-SCALE COMPREHENSIVE PLAN TEXT AMENDMENT
25 -L01	Golden Ocala Equestrian Land, LLC	<p><i>Future Land Use Element Policy 2.1.28 - World Equestrian Center (changes to the future land use designation definition) with corresponding change to Future Land Use Element Table 2-1 – Summary of Future Land Use Designations; and</i></p> <p><i>Future Land Use Element Policy 10.5.1 - Golden Ocala (changes to the non-residential uses and maximum entitlements) with corresponding change to Future Land Use Map Series Map 15.h – Golden Ocala</i></p>

SECTION 2. APPEALS. Any affected person may file a petition with the Division of Administrative Hearings pursuant to Sections 120.569 and 120.57, Florida Statutes, to request a hearing to challenge the compliance of this large-scale amendment with Chapter 163, Part II, Florida Statutes, within 30 days following the adoption date of this ordinance.

SECTION 3. SEVERABILITY. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining portions and provisions of this ordinance shall remain in full force and effect.

SECTION 4. CONFLICTS. In the event of any conflict or inconsistency between the text of this Amendment, and any other county ordinance or part thereof, the provisions of this amendment shall prevail to the extent of such conflict or inconsistency

SECTION 5. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this

adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective.

SECTION 6. CERTIFIED COPY. A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Circuit Court and shall take effect upon filing with the Department of State, subject to the limitation set forth above.

SECTION 7. COPY ON FILE. This original ordinance shall be filed with the Clerk of the Circuit Court, and a certified copy of this ordinance shall be on file in the Marion County Growth Services Department/Planning & Zoning Division for public inspection.

DULY ADOPTED with a quorum present and voting, by the Board of County Commissioners of Marion County, Florida, this 18th day of March, 2026.

**BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA**



CARL ZALAK III, CHAIRMAN

RECEIVED NOTICE FROM SECRETARY OF STATE ON
MARCH 27, 2026 ADVISING THAT ORDINANCE WAS
FILED ON MARCH 27, 2026.

ATTEST:



GREGORY C. HARRELL, CLERK

APPROVED AS TO LEGAL FORM AND SUFFICIENCY



MATTHEW MINTER, COUNTY ATTORNEY

EXHIBIT "A"

Text Amendment to FLUE Policy 2.1.28

[Green underline text is new/addition text. Red strike-out text is deletion.]

Policy 2.1.28: World Equestrian Center (WEC)

This land use is intended to provide for the development of the Golden Ocala World Equestrian Center, a regional attraction consisting of equestrian-related improvements (including indoor and outdoor arenas, barns, show rings, etc.), sports facilities and other improvements to support the horse community and community in general. This designation also allows for commercial uses (including retail, hotel, office, community uses and business opportunities), recreational uses, residential uses, recreational vehicle parks ("RVP") and mixed uses. Any commercial uses on World Equestrian Center ("WEC") designated lands in the Rural Area (i.e., outside the UGB) shall be limited to equestrian-related uses associated with the World Equestrian Center. Any hotels or other commercial uses that are not permitted in the Rural Lands Future Land Use designation shall be prohibited on WEC designated lands in the Rural Area (i.e., outside the UGB); provided, however, Recreational Vehicle Parks and clubhouse spaces may be allowed if expressly permitted by a FLUE Policy applicable to a parcel of real property assigned the WEC designation. As used herein, the term "equestrian-related use" shall mean a land use that is principally rural and equestrian in character and associated with and supportive of equestrian sports. Examples of equestrian-related uses include polo fields, equestrian arenas, equestrian instruction facilities, veterinary clinics, farriers (non-mobile), stables and barns, and feed stores and tack shops. Any and all accessory uses to equestrian-related uses shall be directly ancillary and incidental to such equestrian related use and shall be located on the same lot or parcel as the principal equestrian-related use. Examples of sports facilities include softball fields, soccer fields, indoor and outdoor arenas, and other recreational uses. The maximum density for residential uses (i) within the Urban Area shall be four (4) dwelling units per one (1) gross acre; and (ii) within the Rural Area shall be one (1) dwelling unit per ten (10) gross acres. The maximum intensity for non-residential uses (i) within the Urban Area (inside the UGB) shall be a Floor Area Ratio of 0.5, as further defined by the LDC; and (ii) within the Rural Area (outside the UGB) shall be a Floor Area Ratio of 0.35, as further defined by the LDC. This land use designation is allowed in the Urban and Rural Area and is limited to the lands described in Exhibit "C" to Ordinance No. 20-36 dated December 16, 2020 (as may be subsequently amended); all such lands shall be developed under a single-unified Planned Unit Development (PUD) zoning district classification on and over such land, consistent with Marion County's Land Development Code (LDC) and described in Exhibits "A1" and "A2" to Ordinance No. 22-26 dated June 21, 2022; all such lands shall be developed under a single-unified Planned Unit Development (PUD) zoning district classification on and over such land, consistent with Marion County's Land Development Code (LDC).

EXHIBIT "B"
Amendment to FLUE Table 2-1
(Reflects Amendment to FLUE Policy 2.1.28)

[Green underline text is new/addition text. Red strike-out text is deletion.]

Future Land Use Element Table 2-1: Summary of Future Land Use Designations*

FLU	DENSITY	FAR	USES
RURAL AREAS (Outside UGB)			
AGRICULTURAL USES			
Rural Land (RL)	0 – 1 du/10 ac	N/A	Agriculture, residences associated with agriculture, or Conservation.
NON-RESIDENTIAL / MIXED USES			
Rural Activity Center (RAC)	0 - 2 du/ac	0 – 0.35	Office, Commercial, Public, Recreation, Residential
URBAN AREAS (Inside and Outside UGB)			
RESIDENTIAL USES			
Low Residential (LR)	0 - 1 du/ac	N/A	Residential, Public, Recreation, Conservation
Medium Residential (MR)	1 – 4 du/ac	N/A	Residential, Public, Recreation, Conservation
High Residential (HR)	4 - 8 du/ac	N/A	Residential, Public, Recreation, Conservation
Urban Residential (UR)	8 - 16 du/ac	N/A	Residential, Public, Recreation, Conservation, Commercial (accessory)
NON-RESIDENTIAL / MIXED USES			
Commercial (COM)	0 – 8 du/ac	0 – 1.0	Office, Commercial, Public, Recreation, Residential, Campgrounds, Recreational Vehicle Park (RVP)
Employment Center (EC)	0 - 16 du/ac	0 – 2.0	Office, Commercial, Industrial, Public, Recreation, Residential, Campgrounds, RVP
Commerce District (CD)	N/A	0 – 2.0	Office, Commercial, Industrial, Public
ALLOWED IN RURAL AND URBAN AREAS (Inside or Outside UGB)			
NON-RESIDENTIAL / MIXED USES			
Public (P)	N/A	0 – 1.0	Public, Office, Commercial, Recreation, Golf Course
Preservation (PR)	N/A	N/A	Preservation, Conservation
Municipality (M)	N/A	N/A	Municipality
World Equestrian Center (WEC)**	<i>Rural Area (Outside UGB)</i>		
	0-1 du/10 ac (Rural Area)	0 – 0.35 for Rural Areas (outside the UGB)	Residential, World Equestrian Center with equestrian-related uses per FLUE Policy 10.5.1 for property depicted on FLUMS Map 15h (<u>for Golden Ocala</u>) Residential, World Equestrian Center with equestrian related use (RVP) and clubhouse per FLUE Policy 10.6.1 (for Jockey Club)
	<i>Urban Area (Inside UGB)</i>		
	0-4 du/ac (Urban Area)	0 - 0.50 for Urban Areas (inside the UGB)	World Equestrian Center, <u>Sports Facilities</u> , Office, Commercial, Public, Recreation, Residential, Recreational Vehicle Park (RVP)

EXHIBIT "C"
Text Amendment to FLUE Policy 10.5.1

REVISED FLUE POLICY 10.5.1: GOLDEN OCALA "DRI" POLICY

Future Land Use Element Policy 10.5.1: Golden Ocala

[Green underline text is new/addition text. Red strike-out text is deletion.]

[Editor Note: Prior Policy 10.5.1 is deleted in its entirety, being replaced and superseded by this "new" policy.]

This concerns the following Future Land Use Map Amendments - (a) Future Land Use Map (FLUM) Amendment 2016-L04; (b) Future Land Use Map (FLUM) Amendments 2017-L02 and 2017-D05; ~~and~~ (c) FLUM Amendment 2020-D01 and FLUM Amendment 2020-L02; (d) FLUM Amendment 2025-L01 and FLUM Amendment 2025-L02 concerning approximately 4,276.21 acres (the "Project" or "Golden Ocala"). The land use and development potential of the Project is hereby limited and governed by the following conditions:

1. The Golden Ocala project general land uses and boundary are identified as part of the Marion County Future Land Use Map Series (FLUMS) as identified on Map 15.h.
2. Golden Ocala is a mixed-use development composed of single family, multi-family (includes condominiums), commercial, hotel, recreation, RV units, equestrian facilities, sports facilities, and other uses to support the horse community, the Golden Ocala project and the community in general.
3. The maximum project entitlements are as follows:

RESIDENTIAL HOUSING	
Low Residential	400
Medium Residential (including original Golden Ocala PUD)	1103
Equestrian Estate	300
High Residential	408
Condominium	170
Rural	16
Total Housing Units	2,397
NON-RESIDENTIAL	
Commercial	4,000,000 square feet
Equestrian Facilities	13,500 seats <u>210 acres</u>
Expo and Indoor Sports Facilities	<u>30 acres</u>
Outdoor Sports Facilities	<u>90 acres</u>
Hotel	1, 3 <u>6</u> 50 rooms
Recreational Vehicle	280 units (does not include unoccupied parking areas)

4. The commercial and other non-residential entitlements may be used for any of the non-residential uses permitted by Marion County in the Commercial and World Equestrian Center future land use categories. A land use tradeoff mechanism will also be included within the County's PUD approval for this Project, and will apply to the entire Project boundary. The land use conversion table will allow for a land use to exceed the Project entitlements above as long as another land use is reduced through the conversion matrix to ensure there is no increase in development impacts. The conversion table will also allow for conversion of the uses identified above through local approval and thus, without the requirement for a comprehensive plan amendment.
5. Concerning the Marion County's Concurrency Management System:
 - A. The portion of the Project that was the subject of FLUM Amendments 2016-L04 and 2017- D05 is subject to the provisions of a Development Agreement Concerning Concurrency, Impact Fee Credits And Other Matters for Golden Ocala as recorded in OR Book 8791, Page 105, public records of Marion County, Florida (the "2018 Concurrency Agreement").
 - B. Concerning the portion of the Project that is the subject of FLUM Amendments 2020-D01 and 2020-L02, FLUM Amendments 2025-L01 and 2025-L02 neither the approval of this development project's site for future land use designation, or the approval of this policy shall be deemed a final local development order and the development is not considered, or entitled to, being certified for concurrency under Marion County's Concurrency Management System (LDC Article 1, Division 8). The developer shall address and comply with Marion County's Concurrency Management System, including providing for proportionate share for transportation improvements consistent with Sections 163.3180 and 380.06, Florida Statutes, upon proceeding through Marion County's subsequent development review process as contained within the Marion County Land Development Code (LDC Article 2, etc.). Such compliance may be evidenced by an amendment to the 2018 Concurrency Agreement.
6. No Equestrian Estate lot created shall be less than three (3) acres in size measured exclusive of any right-of-way or access easements (except to the extent such access easements provide access between lots and platted streets, are designed to permit the use of shared driveways to provide such access, or are designated easements for utilities or equestrian trails).
7. The commercial, common and non-residential areas, World Equestrian Center and individual lots and homes shall utilize water conservation techniques. Such techniques may include indoor, irrigation and landscaping practices as selected by the Developer, required certifications for irrigation contractors working within the development, wastewater contribution for municipal reuse, maximum irrigable areas, or other landscape and vegetative requirements.
8. Development of:
 - A. Commercial, condominium, RV, low density residential lots ~~north of US 27~~ (other than those developed as Equestrian Estate Lots north of US 27), medium density residential lots , the Equestrian Facility developments, and the sports facilities shall be served by central potable water and central sanitary sewer service.
 - B. Equestrian Estate lots:
 - 1) Located South of US 27, shall be served by central potable water or central sanitary sewer services; and

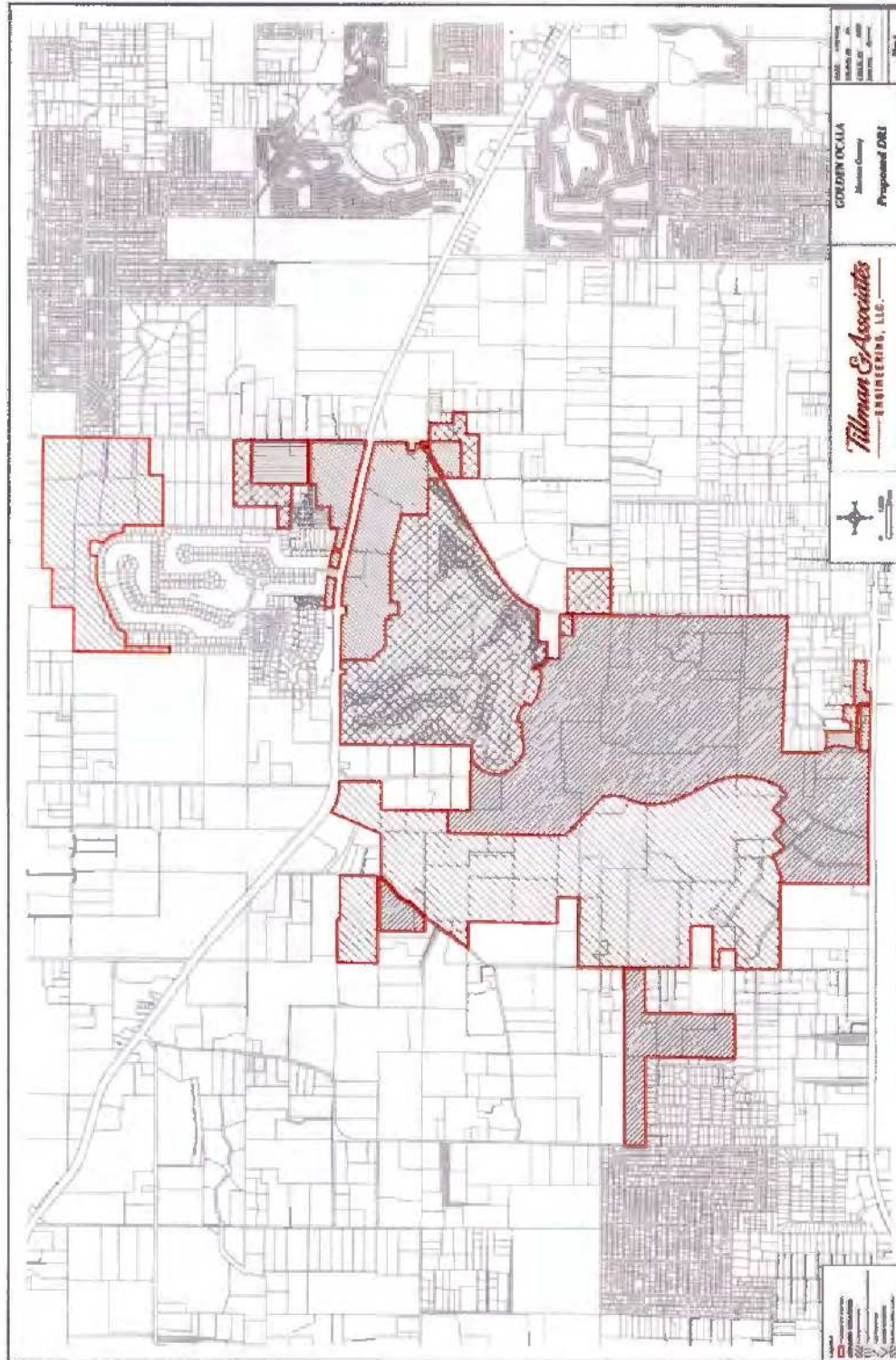
EXHIBIT “C” CONTINUED
Text Amendment to FLUE Policy 10.5.1

- 2) Located North of US 27, may, at the option of the developer, be served by (a) wells or on-site sewage treatment and disposal systems (OSTDS) provided that the PUD for any such lots that are served by OSTDS shall contain provisions designed to reduce total nitrogen effluent concentration; or (b) by central potable water or central sanitary sewer services to the foregoing provisions concerning wells and OSTDS are to provide a transition from the urbanized area to rural, which are exceptions to Future Land Use Element Policies 3.1.1, 6.1.3 and 6.1.5, Sanitary Sewer Element Policies 1.2.6, 1.4.1 and 1.4.7 and Potable Water Element Policy 1.7.1.; and other provisions of this plan requiring central water and sewer.
9. Direct vehicular access to NW 100th Avenue south of the northwest quarter of the southwest quarter of Section 11, Township 15 Range 20 is prohibited.
10. This Policy supersedes, amends, restates and replaces historic Objective 6 and Policy 10.6.1 adopted pursuant to FLUM Amendment 2017-L02 and Policy 10.5.1 adopted pursuant to FLUM Amendment 2017-D05 (as modified by the Settlement Agreement concerning Golden Ocala Approvals dated February 20, 2018 and approved by Marion County on such date) and FLUM Amendment 2022-L02.

EXHIBIT "D"

Text Amendment to FLUE Map 15.h – Golden Ocala

[The following Map 15h hereby repeals and replaces prior Map 15h.]



IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY, FLORIDA
CIVIL DIVISION

CHARLOTTE C. WEBER, Individually
and as Trustee of the CHARLOTTE C.
WEBER 2001 REVOCABLE TRUST,

Petitioners/Plaintiffs,

v.

GOLDEN OCALA EQUESTRIAN
LAND, LLC

and

MARION COUNTY,
FLORIDA

Respondents/Defendants.
_____ /

CASE NO.:

COUNT VII IS A PETITION
FILED PURSUANT TO
FLORIDA RULE OF
APPELLATE PROCEDURE
9.100(f)

EXHIBIT B

TO

**COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF
AND PETITION FOR WRIT OF CERTIORARI**

ORDINANCE NO. 26-10

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA; ADOPTING THE FOLLOWING LARGE-SCALE AMENDMENT TO THE FUTURE LAND USE MAP SERIES (FLUMS) OF THE MARION COUNTY COMPREHENSIVE PLAN:

**25-L02, GOLDEN OCALA EQUESTRIAN LAND, LLC., ET. AL.
FUTURE LAND USE DESIGNATION CHANGES AS FOLLOWS:
±251 ACRES, INCLUDING ALL, OR A PORTION OF,
THE FOLLOWING PARCELS**

21069-007-01, 21081-000001, 21081-001-00, 21081-048-00, 21087-001-00, 21087-001-02, 21065-000-00, 21069-010-03;

**FROM LOW RESIDENTIAL (LR)
TO WORLD EQUESTRIAN CENTER (WEC)**

PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR FINDINGS; PROVIDING FOR APPEALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Marion County, Florida (Board), is responsible for and has established the Comprehensive Plan Future Land Use Designation of parcels of property in the unincorporated area of Marion County as reflected in the Future Land Use Map Series, and

WHEREAS, the Board has authority to approve large-scale amendments to the Comprehensive Plan consistent with the provisions of Section 163.3184, Florida Statutes, and

WHEREAS, the property owner submitted Application No. 25-L02 for a large-scale amendment to the Comprehensive Plan and such application identifies the subject property by suitable legal description, or by parcel numbers, and such identification of property is hereby incorporated into this ordinance by reference, and the property description, illustration, and map are attached hereto as Exhibits "A1," "A2," and "B," and

WHEREAS, the Marion County Planning & Zoning Commission, acting as the Local Planning Agency, conducted a properly noticed public hearing on June 30, 2025, at 5:30 p.m., to consider Amendment No. 25-L02. The Planning & Zoning Commission considered the Growth Services Department's recommendation, received public comment, and made recommendations to the Board regarding the Amendment, including findings of facts related to:

1. Whether the granting of the amendment will not adversely affect the public interest.
2. Whether the proposed amendment is compatible with land uses in the surrounding areas.
3. Whether the proposed amendment is consistent with Chapter 163, Florida Statutes and the Marion County Comprehensive Plan, and

WHEREAS, the Board conducted a properly noticed transmittal public hearing on July 21, 2025, at 1:30 p.m., to consider Amendment No. 25-L02, the Growth Services Department's recommendation, the Planning and Zoning Commission's recommendation, public comment received, and acted to transmit the Amendment to the Florida Department Commerce (Florida Commerce) and other designated agencies for review consistent with Chapter 163.3184, Florida Statutes, and

WHEREAS, Florida Commerce and other review agencies received Amendment 25-L02, and provided comments and one objection regarding the proposed Amendment, and

WHEREAS, the Board conducted a properly noticed adoption public hearing on March 18, 2026, at 1:30 p.m., to consider Amendment No. 25-L02, the Growth Services Department's recommendation, the Planning and Zoning Commission's recommendation, the agency transmittal review responses received (if any), and public comment received, and acted to adopt the Amendment.

NOW, THEREFORE BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. LARGE-SCALE AMENDMENT APPROVAL. The Board hereby approves the below-listed large-scale amendment and authorizes the necessary amendment to Comprehensive Plan Future Land Use Element Map #1 "*Marion County 2045 Future Land Use Map*," with Exhibits "A" and "B" attached hereto and by this reference made part hereof, based on affirmative findings that the Amendment is compatible with the surrounding land uses, consistent with Chapter 163, Florida Statutes, and the Marion County Comprehensive Plan, and is not adverse to the public interest:

**25-L02, GOLDEN OCALA EQUESTRIAN LAND, LLC., ET. AL.
FUTURE LAND USE DESIGNATION CHANGES AS FOLLOWS:
±251 ACRES, INCLUDING ALL, OR A PORTION OF,
THE FOLLOWING PARCELS**

21069-007-01, 21081-000001, 21081-001-00, 21081-048-00, 21087-001-00, 21087-001-02, 21065-000-00, 21069-010-03;

**FROM LOW RESIDENTIAL (LR)
TO WORLD EQUESTRIAN CENTER (WEC)**

SECTION 2. APPEALS. Any affected person may file a petition with the Division of Administrative Hearings pursuant to Sections 120.569 and 120.57, Florida Statutes, to request a hearing to challenge the compliance of this large-scale amendment with Chapter 163, Part II, Florida Statutes, within 30 days following the adoption date of this ordinance.

SECTION 3. SEVERABILITY. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining portions and provision of this ordinance shall remain in full force and effect.

SECTION 4. CONFLICTS. In the event that any other Ordinances are in conflict with this Ordinance, the provisions of this Ordinance shall prevail with respect to this property.

SECTION 5. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective.

SECTION 6. CERTIFIED COPY. A certified copy of this ordinance shall be filed with the Department of State by the clerk and shall take effect upon filing with the Department of State, subject to the limitation set forth above.

SECTION 7. COPY ON FILE. This original ordinance shall be filed with the Clerk of the Circuit Court, and a certified copy of this ordinance shall be on file in the Marion County Growth Services Department/Planning & Zoning Division for public inspection.

DULY ADOPTED with a quorum present and voting, by the Board of County Commissioners of Marion County, Florida, this 18th day of March, 2026.

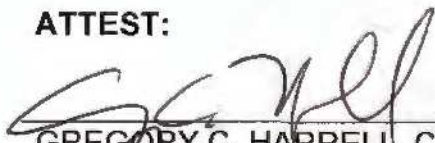
**BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA**



CARL ZALAK, III, CHAIRMAN

RECIEVED NOTICE FROM SECRETARY OF STATE
ON MARCH 27, 2026 ADVISING THAT ORDINANCE
WAS FILED ON MARCH 27, 2026.

ATTEST:



GREGORY C. HARRELL, CLERK

APPROVED AS TO LEGAL FORM AND SUFFICIENCY



MATTHEW MINTER, COUNTY ATTORNEY

EXHIBIT "A"
Legal Description

WEC SPORTS COMPLEX P.U.D. REVISION
LEGAL DESCRIPTION

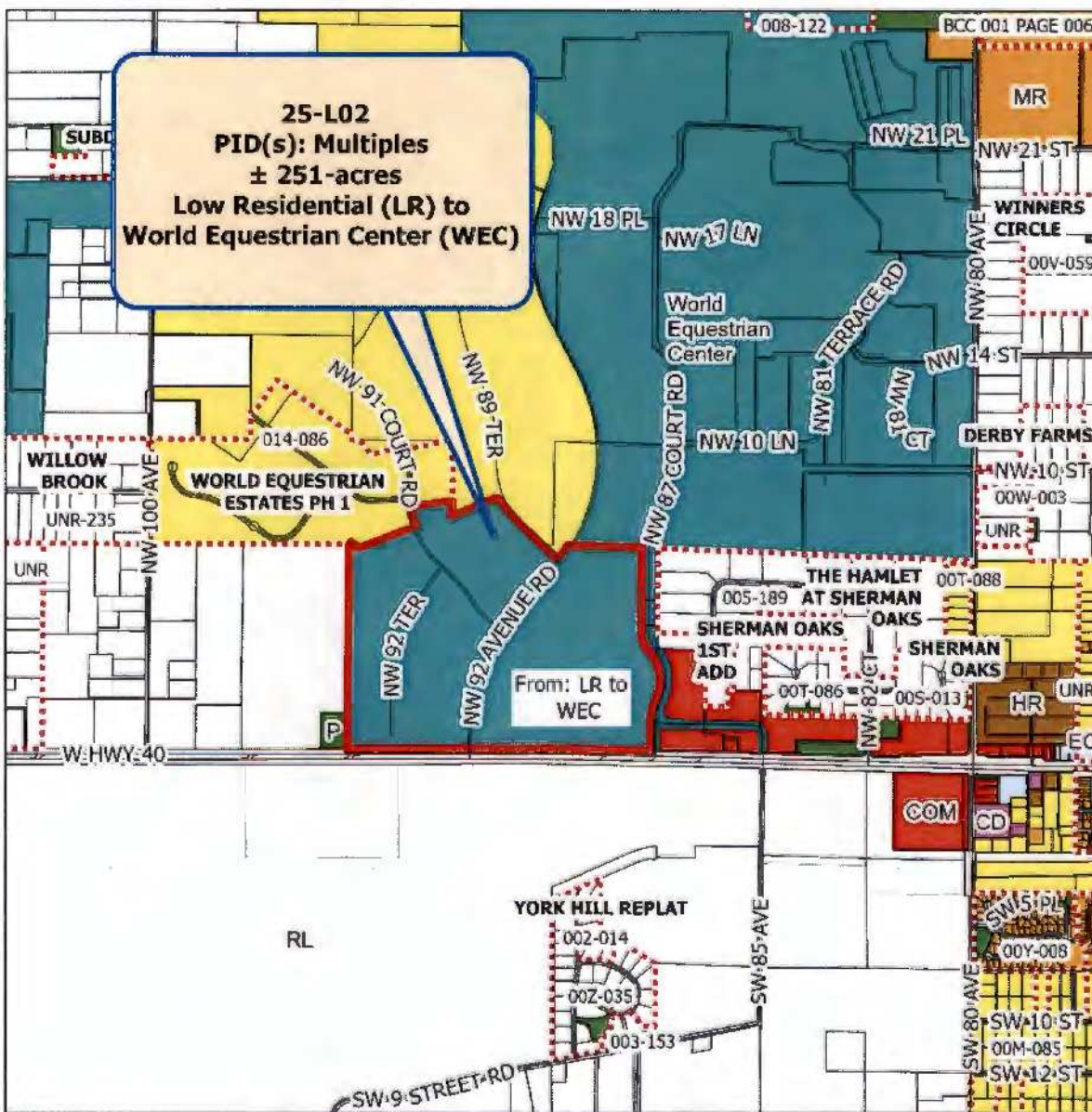
A PARCEL OF LAND LYING IN LOTS 1 THROUGH 20, INCLUSIVE, AND LOT 48, AND A PORTION OF TRACT "A", WORLD EQUESTRIAN ESTATES PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 86, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 14, AND A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 13, ALL BEING IN TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 14; THENCE N36°58'36"E ALONG A NORTH LINE OF LOT 17 OF SAID PLAT, 28.55 FEET; THENCE CONTINUE ALONG A NORTH LINE OF SAID LOT 17, S54°14'14"E, 64.99 FEET; THENCE CONTINUE ALONG A NORTH LINE OF SAID LOT 17, S47°03'40"E, 60.99 FEET TO THE WEST CORNER OF LOT 20, OF SAID PLAT; THENCE DEPARTING SAID NORTH LINE OF LOT 17, PROCEED N69°16'37"E, ALONG THE NORTH LINE OF SAID LOT 20 AND ITS NORTHEASTERLY EXTENSION THEREOF, 796.97 FEET TO A POINT ON AN EASTERLY LINE OF SAID PLAT, SAID POINT ALSO BEING ON THE ARC OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1170.00 FEET AND A CENTRAL ANGLE OF 12°48'07"; THENCE NORTHERLY ALONG SAID LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 261.42 FEET (CHORD BEARING AND DISTANCE OF N14°19'20"W, 260.88 FEET) TO THE SOUTHWEST CORNER OF LOT 47 OF AFORESAID PLAT; THENCE N82°04'43"E ALONG THE SOUTH LINE OF SAID LOT 47, A DISTANCE OF 532.39 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S16°14'28"E, 143.88 FEET; THENCE N68°26'23"E, 616.32 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1030.00 FEET AND A CENTRAL ANGLE OF 25°19'33"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 455.28 FEET (CHORD BEARING AND DISTANCE OF S34°13'23"E, 451.58 FEET); THENCE S46°53'10"E, 678.36 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2170.00 FEET AND A CENTRAL ANGLE OF 6°00'36"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 227.62 FEET (CHORD BEARING AND DISTANCE OF N35°39'55"E, 227.51 FEET) TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF AFORESAID SECTION 13; THENCE S87°49'01"E, ALONG SAID NORTH LINE, 959.25 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°19'42"W, 1101.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 362.00 FEET AND A CENTRAL ANGLE OF 41°55'17"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 264.86 FEET (CHORD BEARING AND DISTANCE OF S20°37'57"E, 258.99 FEET); THENCE S41°35'35"E, 22.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 519.00 FEET AND A CENTRAL ANGLE OF 58°07'15"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 526.47 FEET (CHORD BEARING AND DISTANCE OF S12°31'58"E, 504.19 FEET); THENCE S16°31'40"W, 229.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 750.00 FEET AND A CENTRAL ANGLE OF 16°12'25"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 212.15 FEET (CHORD BEARING AND DISTANCE OF S08°25'27"W, 211.44 FEET); THENCE S00°19'14"W, 337.09 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST HIGHWAY No. 40 (200 FEET WIDE); THENCE N88°52'18"W, ALONG SAID RIGHT-OF-WAY LINE, 1289.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 22951.32 FEET AND A CENTRAL ANGLE OF 1°15'22"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND CONTINUE ALONG SAID RIGHT-OF-WAY LINE, AN ARC LENGTH OF 503.17 FEET (CHORD BEARING AND DISTANCE OF N89°36'24"W, 503.16 FEET); THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S89°50'55"W 2111.24 FEET TO THE INTERSECTION WITH THE WEST LINE OF AFORESAID NORTHEAST 1/4 OF SECTION 14; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N00°20'28"E ALONG SAID WEST LINE, 2644.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 250.86 Acres, MORE OR LESS.

EXHIBIT "B"

FLUE MAP AMENDMENT



<p> Golden Ocala Equestrian Land LLC</p> <p> Subdivisions</p> <p> Parcels</p> <p>0 1,000 2,000 US Feet</p> <p>Future Land Use Designation</p> <ul style="list-style-type: none"> Rural Land (1 du/10 ac) Low Residential (0 - 1 du/ac) Medium Residential (1 - 4 du/ac) High Residential (4 - 8 du/ac) Urban Residential (8 - 16 du/ac) 	<ul style="list-style-type: none"> Rural Activity Center (0 - 2 du/ac; FAR 0.35) Commercial (0 - 8 du/ac; FAR 1.0) Employment Center (0 - 16 du/ac; FAR 2.0) Commerce District (N/A; FAR 2.0) Public (N/A; FAR 1.0) Preservation (N/A; N/A) World Equestrian Center Circle Square Woods VDRI On Top of the World DRI Municipality 	<p style="text-align: center;">N</p> <p style="text-align: center;">Date: 3/11/2026</p>
--	---	---

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY, FLORIDA
CIVIL DIVISION

CHARLOTTE C. WEBER, Individually
and as Trustee of the CHARLOTTE C.
WEBER 2001 REVOCABLE TRUST,

Petitioners/Plaintiffs,

v.

GOLDEN OCALA EQUESTRIAN
LAND, LLC

and

MARION COUNTY,
FLORIDA

Respondents/Defendants.
_____ /

CASE NO.:

COUNT VII IS A PETITION
FILED PURSUANT TO
FLORIDA RULE OF
APPELLATE PROCEDURE
9.100(f)

EXHIBIT C

TO

**COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF
AND PETITION FOR WRIT OF CERTIORARI**

ORDINANCE NO. 26-11

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A ZONING CHANGE APPLICATION FROM PLANNED UNIT DEVELOPMENT (PUD) TO PLANNED UNIT DEVELOPMENT (PUD), AND AUTHORIZING IDENTIFICATION ON THE OFFICIAL ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the application for the Zoning Change was duly filed with the Growth Services Department and considered by the Marion County Planning and Zoning Commission at its meeting on June 30, 2025; and

WHEREAS, the aforementioned application was considered at a public hearing held by the Board of County Commissioners of Marion County, Florida, at its meeting on Wednesday, March 18, 2026; and

WHEREAS, the Board of County Commissioners of Marion County, Florida (Board), is responsible for and has established the zoning of parcels of property in the unincorporated area of Marion County as reflected on the official Zoning Map, and

WHEREAS, property owner(s) have submitted an application for rezoning, and such application identifies the property by metes and bounds description or by the Marion County Property Appraiser parcel number, and such identifications of property are hereby incorporated into this ordinance by reference, and

WHEREAS, the Board has considered the approval recommendation of the Marion County Planning and Zoning Commission, and has conducted the necessary public hearing, and has approved the application contained in this ordinance. The Board has determined that the application will not adversely affect the public interest, is consistent with the Marion County Comprehensive Plan, and is compatible with the surrounding land uses. Now therefore,

BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. REZONING APPROVAL. The Board hereby approves the below-listed application for Rezoning. NOTE: The terms and conditions of Board approvals of the Planned Unit Development are stated in the Board Resolution corresponding to each Planned Unit Development Application shown below.

1. **AGENDA ITEM 1.2.3. 250606ZP** – 250606ZP - Golden Ocala Equestrian Land, LLC, et. al., requests a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, to Modify Two Existing Planned Unit Development (PUD) Projects (20201201Z and 20210302Z) to Combine the PUDs into a Single United PUD and Amend a Portion of the United PUD to Allow for Indoor/Outdoor Sports Complex and Event Venue Facilities, along with establishing and modifying Development Standards for the new and existing Uses, on approximately 4,276.21 Acres Consisting of 391 Parcels, Including, but Not Limited to, Primary Parcel Identification Numbers of Interest 21069-007-01, 21081-000001, 21081-001-00, 21081-048-00, 21087-001-00, 21087-001-02, and 21623-000-00, and Other Numerous Parcels, Multiple Addresses and/or No Addresses

Subject to all terms and conditions of Resolution 26-R-79 attached hereto and incorporated herein by reference.

SECTION 3. EFFECTIVE DATE. A copy of this Ordinance as enacted shall be filed by the Clerk of the Board by email with the Office of the Secretary of State of Florida within ten (10) days after enactment, and this Ordinance shall take effect upon the later of the following:

1. Receipt of official acknowledgment from the Secretary of State that this Ordinance has been filed with such office; or
2. The effectiveness of the following: Comprehensive Plan Amendment No. 25-L01, approved by Ordinance No. 26-09; and Comprehensive Plan Amendment No. 25-L02, approved by Ordinance No. 26-10.

DULY ADOPTED in regular session this 18th day of MARCH 2026.

ATTEST:


GREGORY C. HARRELL, CLERK

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA


CARL ZALAK, III, CHAIRMAN

RECIEVED NOTICE FROM SECRETARY OF STATE ON
MARCH 27, 2026 ADVISING THAT ORDINANCE WAS
FILED ON MARCH 27, 2026.

RESOLUTION NO. 26-R-079

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING THE MODIFICATION AND COMBINATION OF TWO EXISTING PLANNED UNIT DEVELOPMENTS (PUD 201201Z AND 210302Z) INTO ONE ON A ±4,276.21 ACRE TRACT FOR GOLDEN OCALA EQUESTRIAN LAND, LLC, ET AL ZONING CASE NUMBER 250606ZP; PROVIDING AN EFFECTIVE DATE.

WHEREAS, a zoning change application to modify and combine two (2) existing Planned Unit Developments (201201Z and 210302Z) into one (1) Planned Unit Development (PUD 250606ZP) was duly filed with the Growth Services Department and considered by the Marion County Planning and Zoning Commission at its meeting on June 30, 2025; and

WHEREAS, the aforementioned application was considered at a public hearing held by the Board of County Commissioners of Marion County, Florida, at its meeting on Wednesday, March 18, 2026. Now therefore,

BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. MODIFICATION AND COMBINATION OF THE PLANNED UNIT DEVELOPMENT (PUD 201201Z AND 210302Z) APPLICATION 250606ZP – Golden Ocala Equestrian Land, LLC, et al, the application as submitted by David Tillman, with Tillman & Associates Engineering, LLC, Ocala, FL 34471, to allow for a modification of Planned Unit Development (PUD 201201Z and 210302Z) to unite two (2) existing Planned Unit Development (PUD) projects (PUD 201201Z and 210302Z) into a single PUD project and amend a portion of the united PUD to allow for indoor/outdoor sports complex and venue facilities, along with establishing and modifying development standards for the new and existing uses, on an approximate 4,276.21 Acre Tract, Articles 2 and 4 of the Marion County Land Development Code, on Multiple Parcel Account Numbers encompassing Golden Ocala and World Equestrian Center, multiple addresses and/or no addresses assigned.

SECTION 2. FINDINGS AND DEVELOPMENT CONDITIONS. The Board has determined that this request will not adversely affect the public interest, is consistent with the Marion County Comprehensive Plan, and is compatible with the surrounding land uses. The Board of County Commissioners has considered the approval recommendation and findings of the Growth Services staff and the Planning and Zoning Commission regarding approval of the Planned Unit Development, and following public comment, the Board agrees with those affirmative findings and approves the Planned Unit Development subject to the following development conditions:

1. The PUD shall be developed consistent with the conditions outlined herein, the requirements of Marion County Comprehensive Plan Future Land Use Element Policy 10.5.1., and the PUD Concept Plan Amendment [Set Dated 1/9/2026, Received 2/5/2026, with revised pages 03.00 and 09.00 submitted 3/20/2026 in conformity with the Board's

approval, to reflect the removal of originally proposed outdoor concert venue locations 3, 4, and 5, leaving only outdoor concert venues #1 (Grand Outdoor Arena) and #2 (World Equestrian Center Stadium) remaining, and deleting the references to those eliminated outdoor concert venues from Tables #5 and #6 in following Condition #3], incorporated herein as Exhibit A.

- The project shall comply with the maximum development amounts as provided in FLUE Policy 10.5.1 of the Comprehensive Plan as listed below for reference, the project's PUD Concept Plan Amendment [12/30/25], and the conditions of this approval.

RESIDENTIAL HOUSING	
Low Residential	400
Medium Residential (including original Golden Ocala PUD)	1103
Equestrian Estate	300
High Residential	408
Condominium	170
Rural	16
<i>Total Housing Units</i>	<i>2,397</i>
NON-RESIDENTIAL	
Commercial	4,000,000 square feet
Equestrian Facilities	210 acres
Expo and Indoor Sports Facilities	30 acres
Outdoor Sports Facilities	90 acres
Hotel	1,650 rooms
Recreational Vehicle	280 units (does not include unoccupied parking spaces)

- Development types and standards shall be consistent with the types and minimum standards as provided in Tables #5 and #6, following, as listed on Sheet 3.01 and illustrated on Sheet 7.01 of the PUD Concept Plan Amendment [Set Dated 1/9/2026, Received 2/5/2026, with revised pages 03.00 and 09.00 submitted 3/20/2026 as described in Condition #1].

TABLE 5: GOLDEN OCALA PUD PROPOSED USES	
USE	PERMITTED USES FOR DEVELOPMENT AREAS AND PROPOSED USE MAXIMUM DEVELOPMENT AMOUNTS (WITH EMPLOYMENT CENTER LAND USE ALLOCATION BASIS)
SINGLE-FAMILY	Single-family residence detached and Single-family residence attached (aka duplex).
MULTIPLE-FAMILY	Single-family residence detached, Single-family-residence attached (aka duplex), and Multiple-family residence (apartment, condominium, or townhouse).
<i>Maximum Aggregate Residential Amount: Up to 2,397 dwelling units per FLUE Policy 10.5.1, but allowing for exchanges of land use per that same policy.</i>	
COMMERCIAL	Range of allowable uses shall conform to B-4 (REGIONAL BUSINESS) zoning uses as listed in the Marion County Land Development Code (LDC); more intense uses may be considered consistent with LDC Division 2.8. Special Use Permit.
EQUESTRIAN FACILITIES	Equestrian and special event facilities, primarily focused on equestrian-related use including, without limitation, polo fields, equestrian arenas, equestrian instruction facilities, concert ^s , veterinary clinics, farriers (non-mobile), stables and barns, feed stores, tack shops, chapels, storage areas, maintenance buildings; and in the Urban Area may also include and blend with Commercial uses as listed above and in the accompanying PUD conditions.
OUTDOOR SPORTS FACILITIES	Multi-purpose fields including, without limitation: soccer, hockey, football, baseball, pole, with ancillary uses including, without limitation: pickle ball, golf, graduations, shows (e.g., dog, RV, outdoor, garden, boat, automobile, etc.), festivals, parking facilities, storage areas, and maintenance buildings; and in the Urban Area may also include and blend with Commercial uses as listed above and in the accompanying PUD conditions.
EXPO AND INDOOR SPORTS FACILITIES	Facilities capable of use by a large number of people for a multiple of purposes including, without limitation: meetings, exhibit exposition, trade shows, entertainment, concert ^s , graduations, shows (e.g., dog, RV, outdoor, garden, boat, automobile, etc.), festivals, sporting events, parking facilities, storage areas, and maintenance buildings; and in the Urban Area may also include and blend with Commercial uses as listed above and in the accompanying PUD conditions.
<i>Maximum development amounts are: Commercial development is 4,000,000 GSF, Equestrian Facilities is 210 acres, Expo and Indoor Sports Facilities is 30 acres, and Outdoor Sports Facilities is 90 acres. Hotel is 1,650 rooms, and RV Spaces/Lots is 280 units/spaces/lots, per FLUE Policy 10.5.1, but allowing for exchanges of land use per that same policy.</i>	

TABLE 6: GOLDEN OCALA PUD - PROPOSED DEVELOPMENT STANDARDS							
STRUCTURE TYPE	Minimum Lot			Minimum Setbacks ^{1,2,7}			Max Height
	Width	Depth	Area	Front	Rear	Side/Corner ³	
Rural Equestrian Estates Single-Family Residential Detached 10-Acre*							
Principle	150'	150'	435,600 SF	20'	30'	5'/10'	60'
Accessory	N/A	N/A	N/A	20'	5'	5'/10'	50'
Mechanical	N/A	N/A	N/A	20'	5'	5'/10'	15'
Equestrian Estates Single-Family Residential Detached 3-ac*							
Principle	40'	60'	130,880 SF	20'	25'	5'/10'	60'
Accessory	N/A	N/A	N/A	20'	5'	5'/10'	50'
Mechanical	N/A	N/A	N/A	20'	5'	5'/10'	15'
Single-Family Residential Detached*							
Principle	40'	60'	2,400 SF	20'	10'	5'/10'	40'
Accessory	N/A	N/A	N/A	25'	5'	5'/10'	25'
Mechanical	N/A	N/A	N/A	25'	5'	5'/10'	10'
Single-Family Residential Attached (Duplex)*							
Principle	35'	60'	2,100 SF	20'	10'	5'/10'	35'
Accessory	N/A	N/A	N/A	25'	8'	Int. - 0'/Ext. - 5'/10'	20'
Mechanical	N/A	N/A	N/A	25'	8'	Int. - 0'/Ext. - 5'/10'	10'

TABLE 6: GOLDEN OCALA PUD - PROPOSED DEVELOPMENT STANDARDS

STRUCTURE TYPE	Minimum Lot			Minimum Setbacks ^{1, 2, 7}			Max Height
	Width	Depth	Area	Front	Rear	Side/Corner ³	
Multiple-Family Residential (Quad, Apartment, Condominium, Townhome)⁸							
Overall Principle Structure	40'	60'	2,400 SF	20'	10'	8/15'	65'
Principle Structure - Interior Unit	25'	N/A	1,200 SF	20'	10'	0'	65'
Principle Structure - Interior Lot	25'	N/A	1,200 SF	20'	10'	0'	65'
Principle Structure - End Unit	25'	N/A	1,200 SF	20'	10'	Int. - 0'/Ext. - 8'/10'	65'
Principle Structure - End Lot	35'	N/A	1,200 SF	20'	10'	Int. - 0'/Ext. - 8'/10'	65'
Accessory	N/A	N/A	N/A	25'	10'	Int. - 0'/Ext. - 10'	25'
Mechanical	N/A	N/A	N/A	25'	10'	Int. - 0'/Ext. - 10'	10'
Commercial & Expo							
Principle	None	None	None	20'	10'	0'/0'	75'/100' ⁴
Accessory	N/A	N/A	N/A	20'	5'	0'/0'	50'
Mechanical	N/A	N/A	N/A	25'	5'	0'/0'	40'
Equestrian / Event Facilities - World Equestrian Center (WEC)							
Principle	None	None	None	20'	10'	0'/0'	75'/100' ⁴
Accessory	N/A	N/A	N/A	20'	5'	0'/0'	50'
Mechanical	N/A	N/A	N/A	25'	5'	0'/0'	40'
Sports Facility - World Equestrian Center (WEC)							
Principle	None	None	None	20'	10'	0'/0'	75'/100' ⁴
Accessory	N/A	N/A	N/A	20'	5'	0'/0'	50'
Mechanical	N/A	N/A	N/A	25'	5'	0'/0'	40'
* RESIDENTIAL STRUCTURE TERM DESCRIPTIONS							
Principal = Primary habitable occupied structure (e.g., residential unit/building, common recreation amenities (e.g. clubhouse, pools, playgrounds) etc.)							
Accessory = Customary individual unit residential accessory uses such as but not limited to; storage buildings, individual swimming pools and/or screen enclosures, guest cottages, detached garages, pool house, cabana. Buildings housing animals are permitted in Rural Equestrian Estates SFR and Equestrian Estates SFR.							
Mechanical = Individual residential unit air-conditioner units and pool pumps, etc.							
Commercial							
Comply with B-4 (Regional Business) zoning uses.							
Equestrian / Event Facilities - World Equestrian Center (WEC)							
Comply with defined uses within PUD Conditions.							
Expo - World Equestrian Center (WEC)							
Comply with defined uses within PUD Conditions.							
Sports Facility - World Equestrian Center (WEC)							
Comply with defined uses within PUD Conditions.							
¹ In the event an easement or buffer is in place and/or required, the setback shall be subject to the more restrictive placement limitation and shall not encroach into an easement or buffer.							
² LDC Commercial encroachment allowances for gasoline canopies, islands, and pumps shall also apply, subject to the compliance with the easement/buffer limitation listed in Footnote 1 above.							
³ Further increased side/corner setbacks may be required to ensure minimum LDC intersection & driveway safe sight-distance standards are satisfied.							
⁴ Multiple-family residential development areas abutting the exterior boundary of the PUD shall observe an increased setback, regardless of yard type, observing the equivalent of 10-feet (10') of setback plus an additional one-foot (1') of setback for each 1-foot (1') in structure height above thirty-feet.							
⁵ Maximum principle structure building height is 100-ft unless the proposed principle structure is located within the height limitation zone, which has a maximum height limit of 75-ft. Structures above these height limitations may be permitted by special use permit.							
⁶ Concerts shall be allowed at the following locations: indoors at all enclosed non-residential buildings, outdoors at the Grand Outdoor Arena and Plaza, and outdoors at the World Equestrian Center Stadium.							
⁷ Setbacks for non-residential areas shall be measured from nearest line of a parcel not owned by owner or entities under common ownership or control with such owner.							

- No Equestrian Estate lot created shall be less than three (3) acres in size, measured exclusive of any right-of-way or access easements (except to the extent such access easements provide access between lots and platted streets, are designed to permit the use of shared driveways to provide such access, or are designated easements for utilities or equestrian trails).

5. In the event the use of the current Parcel Identification Number 21623-000-00 located on the northeast corner of the intersection of NW 80th Avenue and NW 21st Street and consisting of ±40-acres is redeveloped for residential purposes, its development shall be limited to a maximum total of 8 dwelling units. The residential units shall be distributed from the Golden Ocala WEC PUD-approved allotment of residential units as listed in prior Condition #2.
6. The commercial and other non-residential entitlements may be used for all non-residential uses allowed in the Commercial Land Use category of the Marion County Comprehensive Plan, which allows for development focused on retail, office, and community business, and as to the area that is the subject of Ordinance No. 26-11 such uses allowed in the Commercial Land Use category and "Active Recreation" as defined in the LDC.
7. Development amounts within the project may be adjusted (increased/decreased) subject to conformance with the Land Use Trip Equivalency Matrix (LUTE Matrix) below and the following provisions:

Land Use Trip Equivalency Matrix

A. LAND USE EQUIVALENCY RATES						
CHANGE FROM	CHANGE TO	Single-Family Housing (DU)	Residential Condominium/Townhouse (DU)	Hotel (Rooms)	General Office (1,000 SF)	Commercial Retail (1,000 SF)
Single-Family Housing (DU)		--	1.9434	1.3290	0.5351	0.3496
Residential Condominium/Townhouse (DU)		0.5146	--	0.8839	0.2753	0.1794
Hotel (Rooms)		0.7524	1.4623	--	0.4826	0.2623
General Office (1,000 SF)		1.8889	3.6327	2.4839	--	0.6516
Commercial Retail (1,000 SF)		2.8689	5.5755	3.8129	1.5351	--

B. EQUIVALENCY EXAMPLES	
EXAMPLE 1: ADD HOTEL ROOMS FROM RESIDENTIAL CONDOMINIUM/TOWNHOUSE	
Add 100 hotel rooms for 7 DU of Residential Condominium/Townhouse	
= 100 hotel rooms ÷ 8.839 DU of Residential Condominium/Townhouse	
= 146.22 x (DU) Residential Condominium/Townhouse	
= Reduce Residential Condominium/Townhouse by 146 dwelling units	
EXAMPLE 2: TRADE FROM COMMERCIAL RETAIL TO OFFICE	
Trade 10,000 SF of Commercial Retail for 7 (1,000 SF) of Office	
= [10,000 SF] Commercial Retail x 1.7351 (1,000 SF) of Office	
= 15,351 x (1,000 SF) Office	
= 15,351 SF Office	
EXAMPLE 3: ADD SINGLE-FAMILY HOUSING FROM COMMERCIAL RETAIL	
Add 150 DU of Single-Family Housing for 7 Commercial Retail	
= 150 DU of Single-Family Housing ÷ 2.8689 (1,000 SF) Commercial Retail	
= 52,285 x (1,000 SF) Commercial Retail	
= Reduce Commercial Retail by 52,285 SF	

C. SOURCE INFORMATION AND DOCUMENTATION FOR EQUIVALENCY RATES			
Land Use	Units	% New Trips [2]	Trips / Unit
Single-Family Housing (ITE 210)	1 (DU)	77.50%	0.678
Residential Condominium/Townhouse (ITE 230)	1 (DU)	77.50%	0.318
Hotel (ITE 310)	1 (Rooms)	77.50%	0.465
General Office (ITE 710)	1 (1,000 SF)	77.50%	1.155
Commercial Retail (ITE 820)	1 (1,000 SF)	51.15%	1.773

D. FOOTNOTES	
[1]: The Rate based upon ITE Trip Generation, New Edition, per peak-hour trip generation rates as follows:	
Single-Family	Obtained using the Trip Generation developed for the Golden Ocala PUD 1A for ITE LUC 210.
Residential Condominium/Townhouse	Obtained using the Trip Generation developed for the Golden Ocala PUD 1A for ITE LUC 230.
Hotel	Obtained using the Trip Generation developed for the Golden Ocala PUD 1A for ITE LUC 310.
General Office	Obtained using the ITE Trip Generation, 8th Edition for ITE LUC 710.
Commercial Retail	Obtained using the Trip Generation developed for the Golden Ocala PUD 1A for ITE LUC 820.
[2]: % New is based upon the Internal Capture and Pass-by Capture = [(1 - IC%) * (1 - PB%)] Internal capture percentage was applied based on the trip generation for the proposed development program. Pass-by was applied to the shopping center land use consistent with the trip generation approved for the proposed development program.	

7.1 The LUTE Matrix allows for land use conversions to ensure there is no net increase in development impacts, without the requirement for a comprehensive plan amendment.

7.2 The LUTE Matrix tradeoff mechanism shown above applies to the entire Project boundary except that:

- a) Within the Phase 1 and Phase 3 areas of the Equestrian Estates as shown on PUD Concept Plan Amendment [Set Dated 1/9/2026, Received 2/5/2026, as revised in Condition #1] sheet 4.01, Equestrian Estates is the only allowed use.
 - b) Within the portion of the project where Equestrian Estates are eligible for conversion, only single-family residential is permitted. Density will not exceed one unit per acre, as described by the Low Residential Future Land Use, and connection to central water and sewer service provided by Marion County Utilities is required upon conversion.
 - c) Land use conversion is not permitted within the area designated as Equestrian Truck/Trailer Parking as shown on the approved PUD Master Plan.
8. Direct vehicular access to NW 100th Avenue south of the northwest quarter of the southwest quarter of Section 11, Township 15, Range 20 is prohibited.
 9. Traffic management, construction of off-site improvements and proportionate share contributions shall be governed by the Second Amendment to Development Agreement Concurrency, Impact Fee Credits, and other Matters, for Golden Ocala approved simultaneous with the PUD, and any amendment thereto including the "Third Amendment" as defined in such Second Amendment.
 10. The developer has not obtained full Concurrency Certification for the PUD and shall address and comply with Marion County's Concurrency Management System, including providing for proportionate share for transportation improvements consistent with Sections 163.3180 and 380.06, Florida Statutes, upon proceeding through Marion County's subsequent development review process as contained within the Marion County Land Development Code (LDC Article 1, etc.).
 11. The commercial, common, and non-residential areas, World Equestrian Center, and individual lots and homes (entire project) shall utilize water conservation techniques. Such techniques may include indoor, irrigation, and landscaping practices as selected by the Developer, required certifications for irrigation contractors working within the development, wastewater contribution for municipal reuse, reuse water for irrigation of common areas, maximum irrigable areas, or other landscape and vegetative requirements. To the extent possible, these techniques will be identified in the development documents related to covenants and restrictions and may be included in subsequent developer agreements with Marion County Utilities.
 12. No structures are permitted in locations where FEMA-designated special flood hazard areas or modified floodplains are privately owned and utilized as stormwater retention areas to meet Marion County Land Development Code Stormwater Standards. These areas must be identified on all final plats and reflected in the owner's deeds. This condition may be waived on a case-by-case basis when calculations are provided by a licensed professional demonstrating that compensating storage is accomplished and approved by the County Engineer. Further, the applicant will be required to file a map amendment with FEMA.

13. All project development shall be served by central potable water and central sanitary sewer services consistent with Condition No. 14.3. However, development of the lands designated World Equestrian Center in the Rural Area and lying between NW 100th Avenue and NW 110th Avenue shall comply with LDC water and sewer connection requirements based on the final plan of development. Further, the Low Residential (Area 1) lying north/northeast of the Golden Hills development shall conform to the final provisions of FLUE Policy 10.5.1 as noted previously.
14. For the World Equestrian Center, the following conditions apply:
 - 14.1. Parking in County or FDOT right-of-way is prohibited. The applicant is responsible for ensuring adequate signage and directions to the Center's parking areas are visible to patrons, along with providing supplemental signs to indicate parking in such public right-of-way is not permitted in order to prevent such parking.
 - 14.2. Ingress/egress at NW 100th Avenue is prohibited for event traffic except through the northernmost entrance, specifically used for access to the Equestrian Truck/Trailer Parking Area.
 - 14.3. The equestrian and sports facilities will utilize centralized water for potable use and central sewer provided by Marion County Utilities. A non-potable water source may be implemented for ancillary uses such as fire flow and equestrian facility maintenance (e.g., animal wash stations, dust control, etc.) and irrigation.
 - 14.4. All equestrian and sports facilities' lights shall be aimed toward the subject property and shielded to minimize glare and light trespass onto adjacent agricultural/residential properties as required by the LDC, and no LDC waivers for such requirements may be authorized.
 - 14.5. The project shall comply with applicable provisions of Chapter 13 of the Marion County Code (the Noise and Vibration Control Ordinance of Marion County, Florida), unless enabled by obtaining a Special Event Permit pursuant to the Marion County Code of Ordinances.
 - 14.6. The site shall be designed and maintained to minimize erosion, wetland degradation, and wasteful water use. This will be ensured through enrollment in Best Management Practices identified by a Notice of Intent, filed with the Department of Agricultural and Consumer Services, as periodically revised, or compliance with a Nutrient Management Plan prepared by a professional engineer that is a NRCS approved Technical Service Provider (if BMP enrollment is not required by FDACS).
 - 14.7. Livestock waste (manure and bedding) shall be stored in a water-tight structure that will not allow stormwater discharge. At no time shall livestock waste be allowed to accumulate beyond the threshold of the livestock waste storage area. Waste storage may include roll-off containers, provided that they are watertight.
 - 14.8. Jurisdictional wetlands and special flood hazard areas are to be delineated, agency-verified, and included in the details of the Major Site Plan.

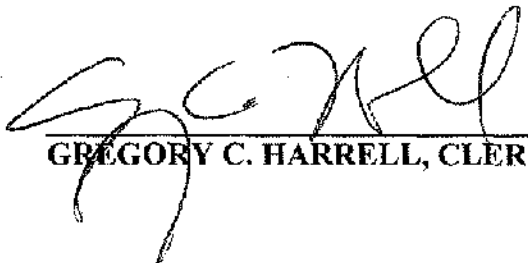
15. Project buffers shall be provided consistent with those provided on Sheet 6.01 of the PUD Concept Plan Amendment [Set Dated 1/9/2026, Received 2/5/2026].
16. The overall project may be developed in sections or phases, subject to providing an overall coordinated section or phase-related plan to ensure each section or phase stands alone. Upon completion of the Development Review Committee's PUD Master Plan review, each PUD Master Plan, including the final architectural details, development phasing, and amenity details, shall be brought forward to the Marion County Board of County Commissioners for final review and approval consideration by the Board.
17. The PUD/WEC Master Sign Plan shall consist of two component parts:
 - a) PUD Concept Plan Amendment [Set Dated 1/9/2026, Received 2/5/2026, with revised pages 03.00 and 09.00 submitted 3/20/2026] sheet 4.01, which identifies the conceptual sign locations, with Exhibit "B" consisting of the PUD Sign Type Elevation View Exhibit attached hereto, and
 - b) The original WEC complex Master Sign Plan applicable to the WEC arenas and barns (logo and title, lighted and unlighted) per Zoning Cases No. 20170506Z/200201Z attached as Exhibit "C".

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon the effective date of this Zoning Change's corresponding Rezoning Ordinance, No. 26-11.

DULY ADOPTED in regular session this 18th day of March, 2026.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA**



GREGORY C. HARRELL, CLERK



CARL ZALAK, III, CHAIRMAN

EXHIBIT "A"

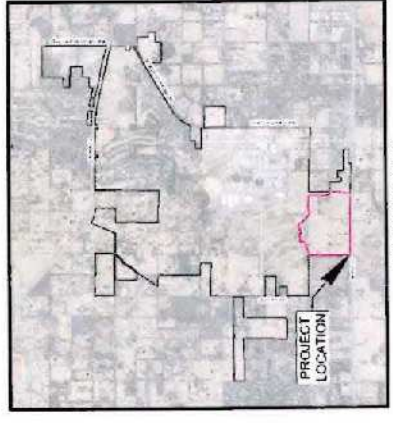
PUD MODIFICATION AMENDMENT CONCEPTUAL PLAN

GOLDEN OCALA GOLF AND EQUESTRIAN P.U.D. CONCEPT PLAN AMENDMENT

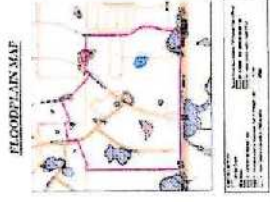
MARION COUNTY, FLORIDA
 TOTAL PROJECT AREA: 4,376.91 ACRES
 AMENDED PROJECT AREA: 4,868.86 ACRES
 FUTURE LAND USE: WPK, LR, MR, HR, CCM
 CURRENT ZONING: PUD 2002B(2)
 PROPOSED ZONING: PUD-AMENDED

PARCELS:
 PARCELS ARE SHOWN AS INDICATED BY THE BOUNDARY LINES AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY CLAIM OR INTEREST IN ANY PARCEL OR PORTION THEREOF. THE BOUNDARY LINES ARE BASED ON THE RECORDS OF THE MARION COUNTY PLAT BOOKS AND THE MARION COUNTY PLAT BOOKS ARE THE SOURCE OF THE INFORMATION FOR THE BOUNDARY LINES. THE BOUNDARY LINES ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY CLAIM OR INTEREST IN ANY PARCEL OR PORTION THEREOF.

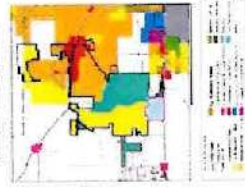
LEGAL DESCRIPTION FOR AMENDMENT AREA:
 THE AMENDMENT AREA IS DESCRIBED AS FOLLOWS: [Detailed legal description text]



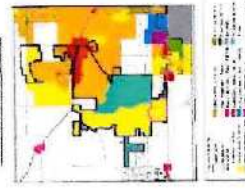
VICINITY MAP
SCALE 1" = 1000'



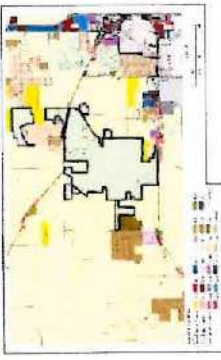
PROPOSED LAND USE



EXISTING LAND USE



ZONING CLASSIFICATION



THOMAS G. ANDERSON, INC.
 REGISTERED PROFESSIONAL ENGINEER
 1000 N. W. 10th St., Ft. Lauderdale, FL 33304
 PHONE: (561) 571-1500 FAX: (561) 571-0515

COVER SHEET

PROJECT: GOLDEN OCALA GOLF AND EQUESTRIAN PUD AMENDMENT 2025 - CONCEPT PLAN

DATE: 08/14/2025
 DRAWN BY: JLD
 CHECKED BY: JLD
 SCALE: AS SHOWN

PROJECT NO. 25-001
 SHEET NO. 01/01

INDEX OF SHEETS

01/01	COVER SHEET
01/02	AERIAL OVERLAY MAP
01/03	OVERLAY MAP - LAND USES
01/04	OVERLAY MAP - CONCEPT
01/05	AMENDMENT AREA - SPORTS FACILITY
01/06	DEVELOPMENT PLAN
01/07	EXISTING AND PROPOSED UTILITIES
01/08	EXISTING AND PROPOSED UTILITIES
01/09	EXISTING AND PROPOSED UTILITIES
01/10	EXISTING AND PROPOSED UTILITIES
01/11	EXISTING AND PROPOSED UTILITIES
01/12	EXISTING AND PROPOSED UTILITIES
01/13	EXISTING AND PROPOSED UTILITIES
01/14	EXISTING AND PROPOSED UTILITIES
01/15	EXISTING AND PROPOSED UTILITIES
01/16	EXISTING AND PROPOSED UTILITIES
01/17	EXISTING AND PROPOSED UTILITIES
01/18	EXISTING AND PROPOSED UTILITIES
01/19	EXISTING AND PROPOSED UTILITIES
01/20	EXISTING AND PROPOSED UTILITIES
01/21	EXISTING AND PROPOSED UTILITIES
01/22	EXISTING AND PROPOSED UTILITIES
01/23	EXISTING AND PROPOSED UTILITIES
01/24	EXISTING AND PROPOSED UTILITIES
01/25	EXISTING AND PROPOSED UTILITIES
01/26	EXISTING AND PROPOSED UTILITIES
01/27	EXISTING AND PROPOSED UTILITIES
01/28	EXISTING AND PROPOSED UTILITIES
01/29	EXISTING AND PROPOSED UTILITIES
01/30	EXISTING AND PROPOSED UTILITIES
01/31	EXISTING AND PROPOSED UTILITIES
01/32	EXISTING AND PROPOSED UTILITIES
01/33	EXISTING AND PROPOSED UTILITIES
01/34	EXISTING AND PROPOSED UTILITIES
01/35	EXISTING AND PROPOSED UTILITIES
01/36	EXISTING AND PROPOSED UTILITIES
01/37	EXISTING AND PROPOSED UTILITIES
01/38	EXISTING AND PROPOSED UTILITIES
01/39	EXISTING AND PROPOSED UTILITIES
01/40	EXISTING AND PROPOSED UTILITIES
01/41	EXISTING AND PROPOSED UTILITIES
01/42	EXISTING AND PROPOSED UTILITIES
01/43	EXISTING AND PROPOSED UTILITIES
01/44	EXISTING AND PROPOSED UTILITIES
01/45	EXISTING AND PROPOSED UTILITIES
01/46	EXISTING AND PROPOSED UTILITIES
01/47	EXISTING AND PROPOSED UTILITIES
01/48	EXISTING AND PROPOSED UTILITIES
01/49	EXISTING AND PROPOSED UTILITIES
01/50	EXISTING AND PROPOSED UTILITIES
01/51	EXISTING AND PROPOSED UTILITIES
01/52	EXISTING AND PROPOSED UTILITIES
01/53	EXISTING AND PROPOSED UTILITIES
01/54	EXISTING AND PROPOSED UTILITIES
01/55	EXISTING AND PROPOSED UTILITIES
01/56	EXISTING AND PROPOSED UTILITIES
01/57	EXISTING AND PROPOSED UTILITIES
01/58	EXISTING AND PROPOSED UTILITIES
01/59	EXISTING AND PROPOSED UTILITIES
01/60	EXISTING AND PROPOSED UTILITIES
01/61	EXISTING AND PROPOSED UTILITIES
01/62	EXISTING AND PROPOSED UTILITIES
01/63	EXISTING AND PROPOSED UTILITIES
01/64	EXISTING AND PROPOSED UTILITIES
01/65	EXISTING AND PROPOSED UTILITIES
01/66	EXISTING AND PROPOSED UTILITIES
01/67	EXISTING AND PROPOSED UTILITIES
01/68	EXISTING AND PROPOSED UTILITIES
01/69	EXISTING AND PROPOSED UTILITIES
01/70	EXISTING AND PROPOSED UTILITIES
01/71	EXISTING AND PROPOSED UTILITIES
01/72	EXISTING AND PROPOSED UTILITIES
01/73	EXISTING AND PROPOSED UTILITIES
01/74	EXISTING AND PROPOSED UTILITIES
01/75	EXISTING AND PROPOSED UTILITIES
01/76	EXISTING AND PROPOSED UTILITIES
01/77	EXISTING AND PROPOSED UTILITIES
01/78	EXISTING AND PROPOSED UTILITIES
01/79	EXISTING AND PROPOSED UTILITIES
01/80	EXISTING AND PROPOSED UTILITIES
01/81	EXISTING AND PROPOSED UTILITIES
01/82	EXISTING AND PROPOSED UTILITIES
01/83	EXISTING AND PROPOSED UTILITIES
01/84	EXISTING AND PROPOSED UTILITIES
01/85	EXISTING AND PROPOSED UTILITIES
01/86	EXISTING AND PROPOSED UTILITIES
01/87	EXISTING AND PROPOSED UTILITIES
01/88	EXISTING AND PROPOSED UTILITIES
01/89	EXISTING AND PROPOSED UTILITIES
01/90	EXISTING AND PROPOSED UTILITIES
01/91	EXISTING AND PROPOSED UTILITIES
01/92	EXISTING AND PROPOSED UTILITIES
01/93	EXISTING AND PROPOSED UTILITIES
01/94	EXISTING AND PROPOSED UTILITIES
01/95	EXISTING AND PROPOSED UTILITIES
01/96	EXISTING AND PROPOSED UTILITIES
01/97	EXISTING AND PROPOSED UTILITIES
01/98	EXISTING AND PROPOSED UTILITIES
01/99	EXISTING AND PROPOSED UTILITIES
02/00	EXISTING AND PROPOSED UTILITIES

Digitally signed by George S. Horton
 Date: 2025.12.31 09:50:24 -0500

EXHIBIT "A"

PUD MODIFICATION AMENDMENT CONCEPTUAL PLAN

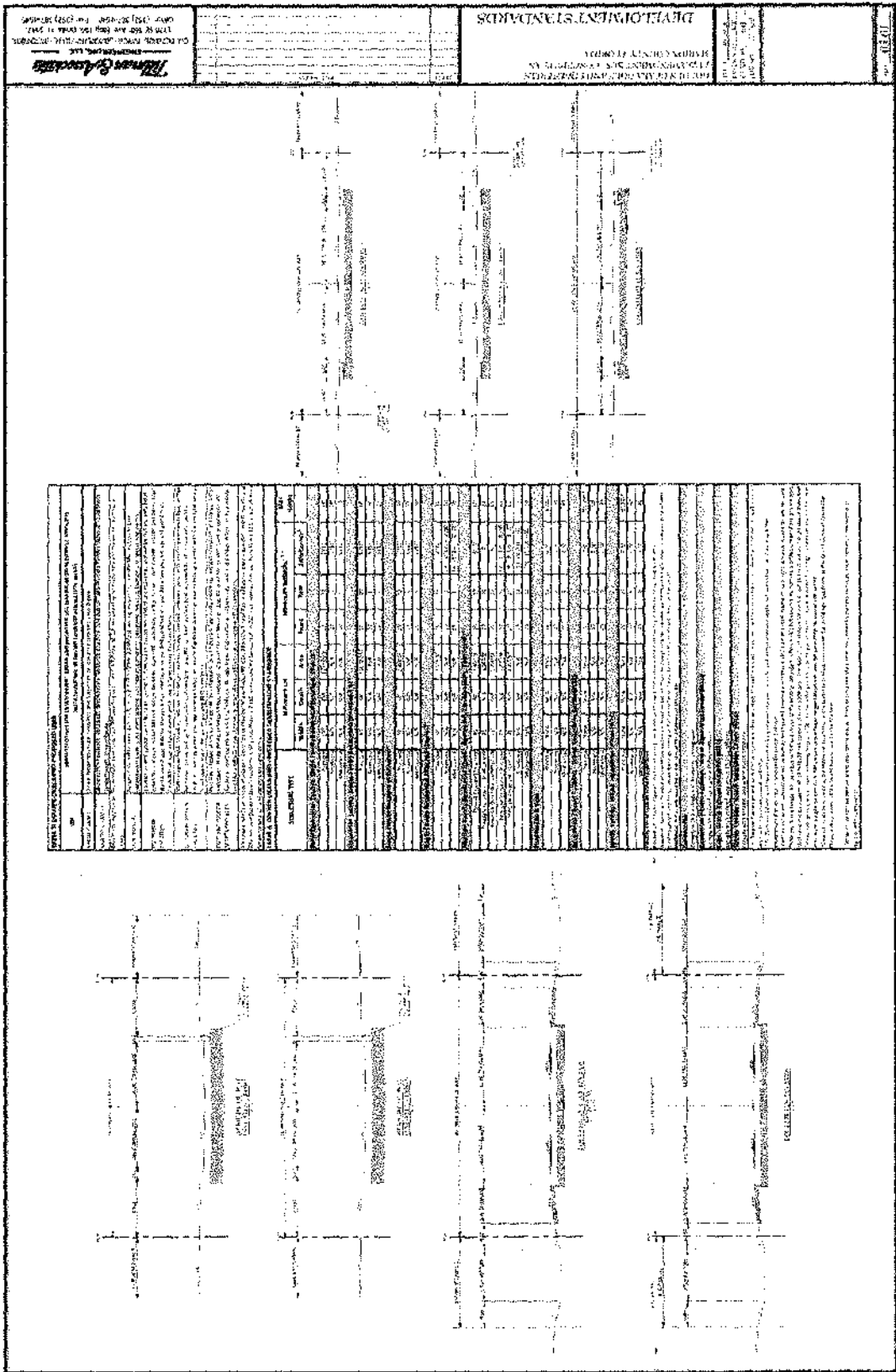


EXHIBIT "A" PUD MODIFICATION AMENDMENT CONCEPTUAL PLAN

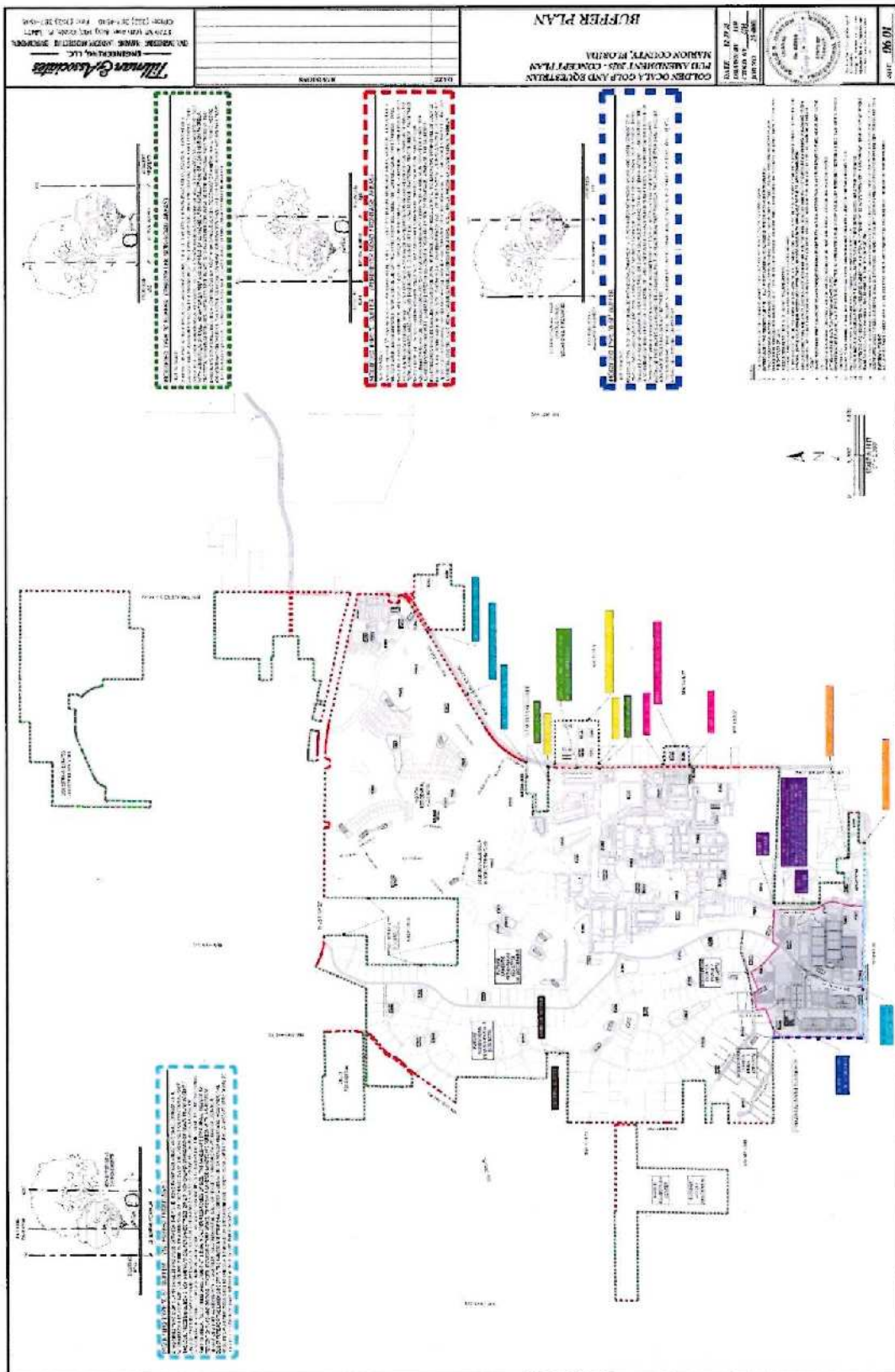


EXHIBIT "A"

PUD MODIFICATION AMENDMENT CONCEPTUAL PLAN

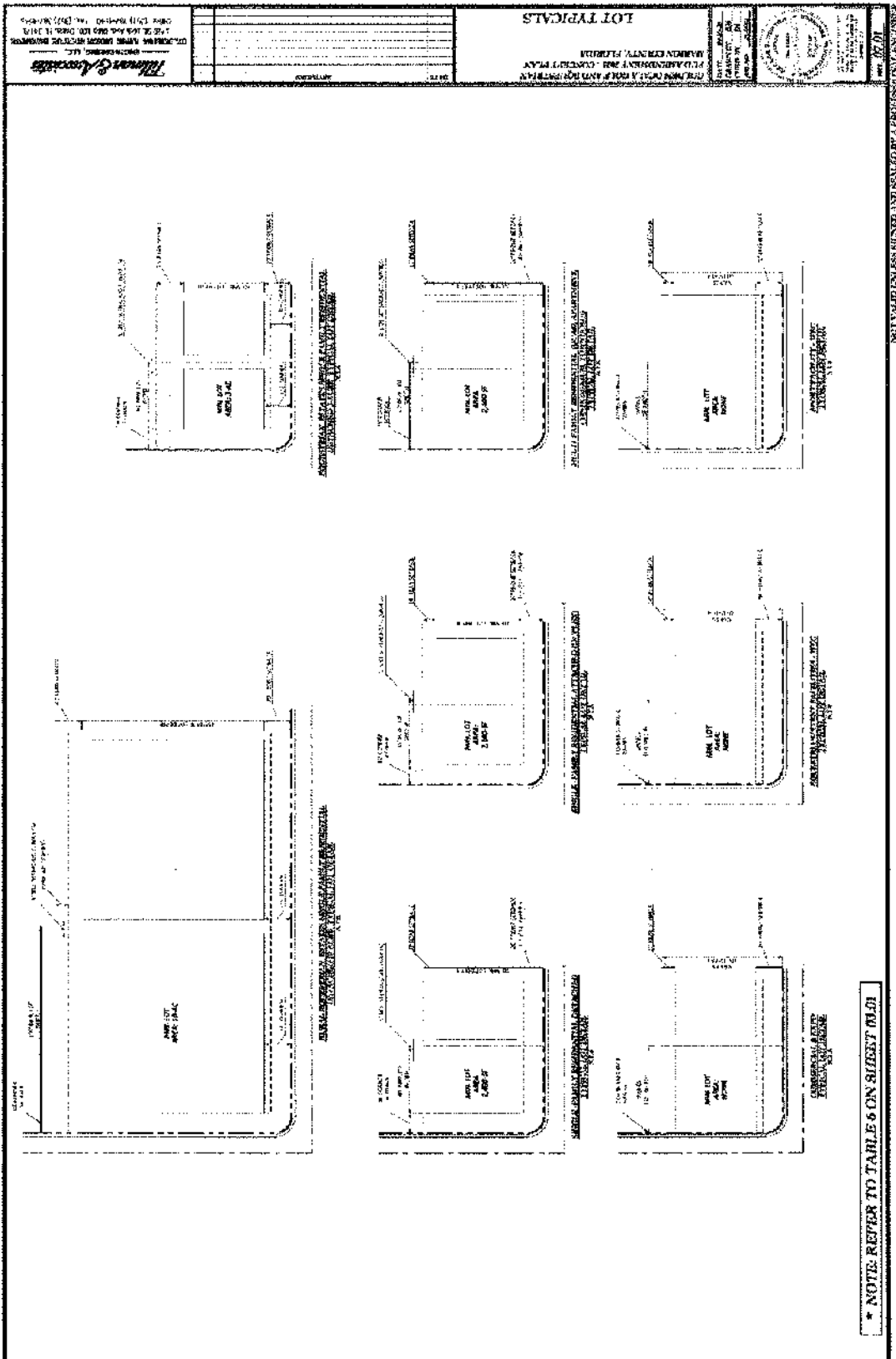


EXHIBIT "A"

PUD MODIFICATION AMENDMENT CONCEPTUAL PLAN

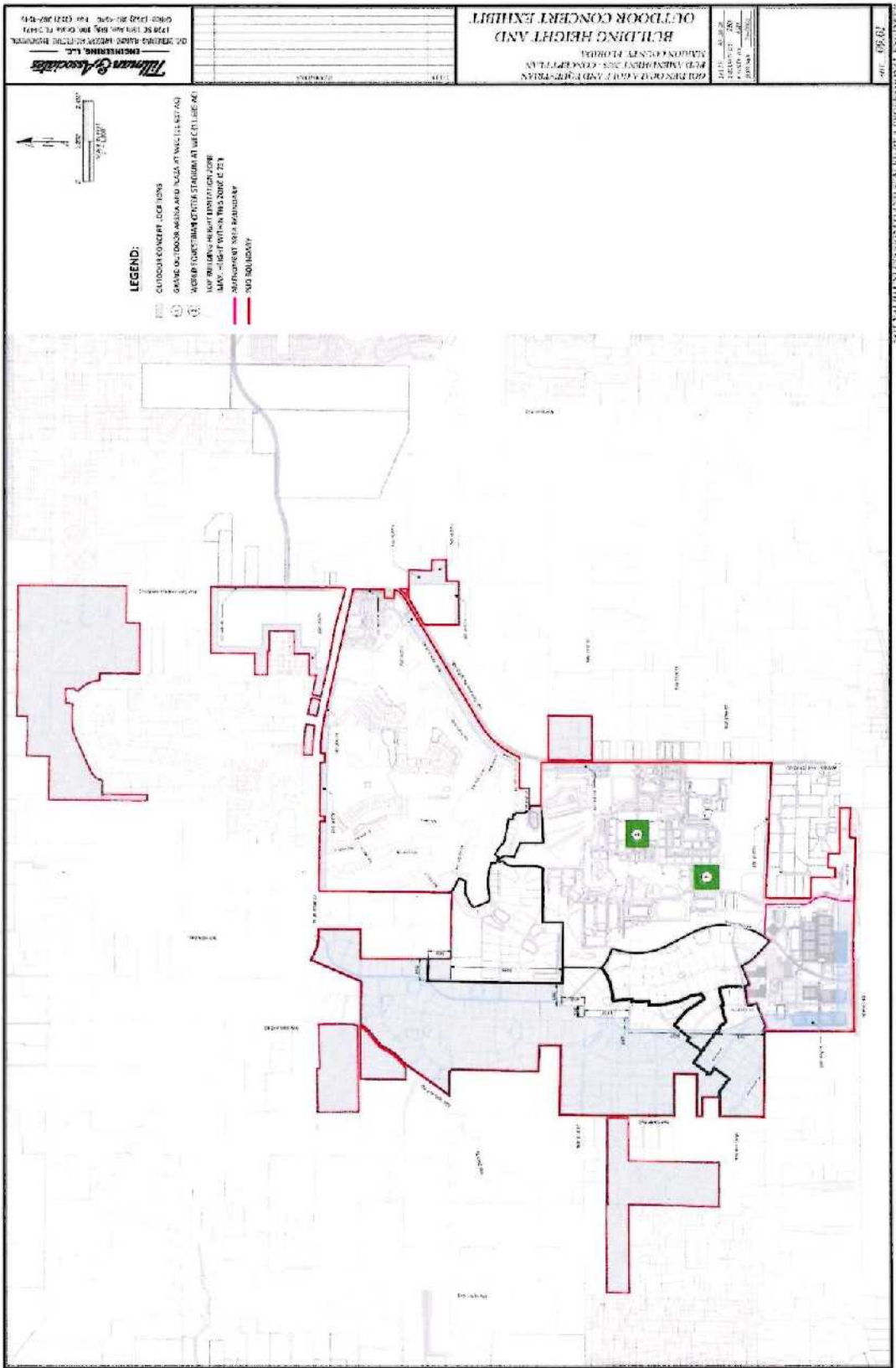


EXHIBIT "B"
PUD SIGN TYPE ELEVATION VIEW SET

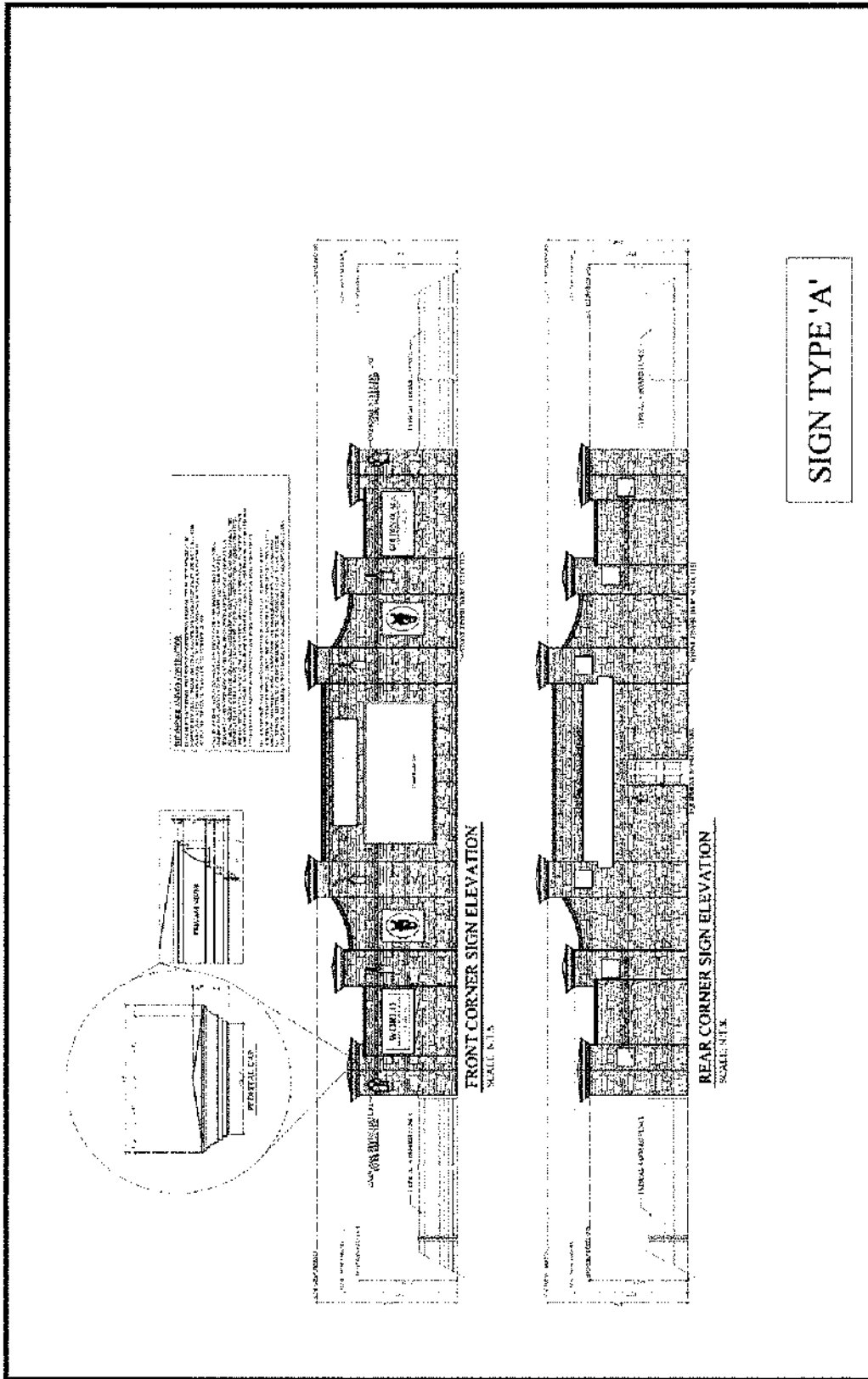


EXHIBIT "B"
PUD SIGN TYPE ELEVATION VIEW SET

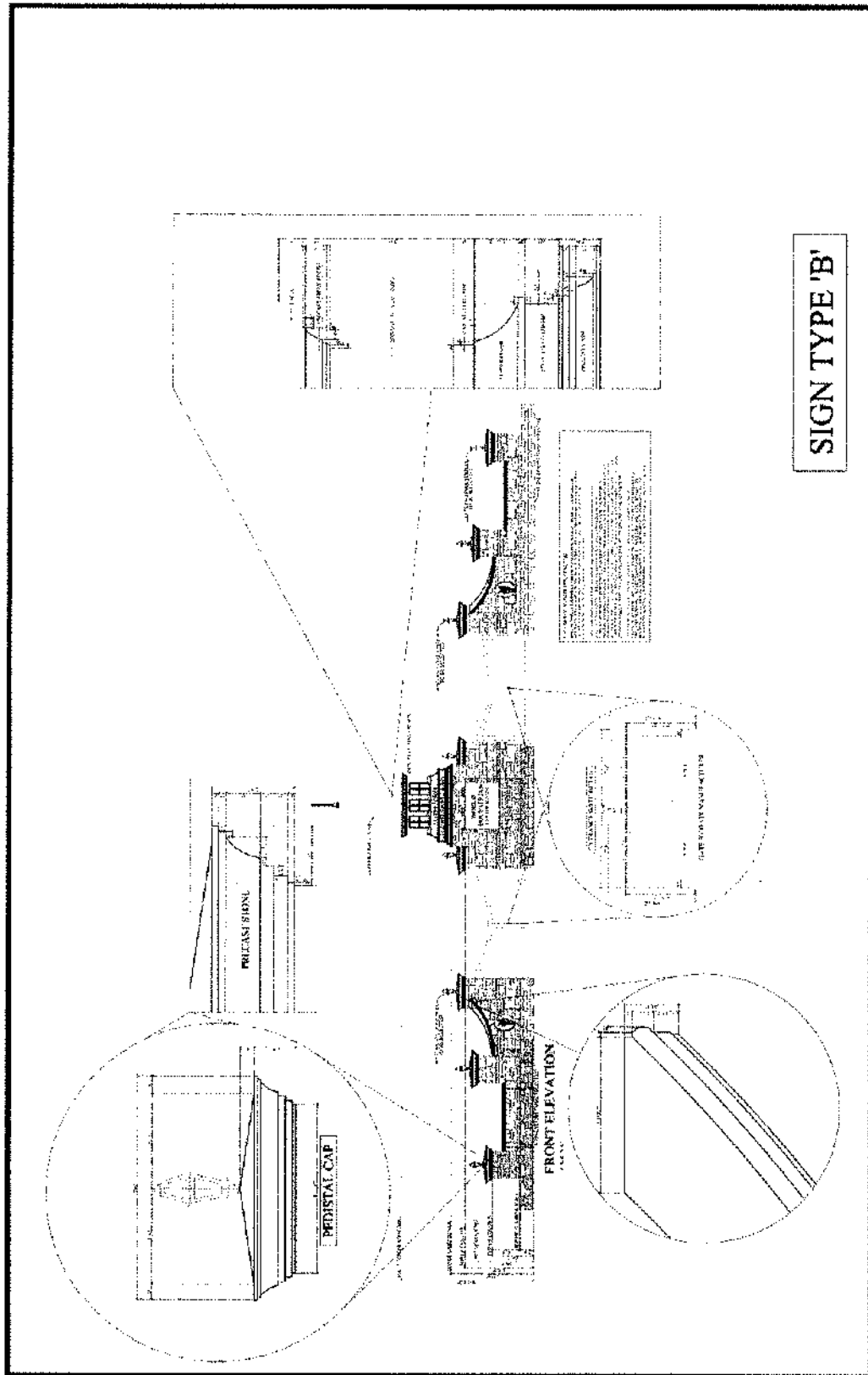
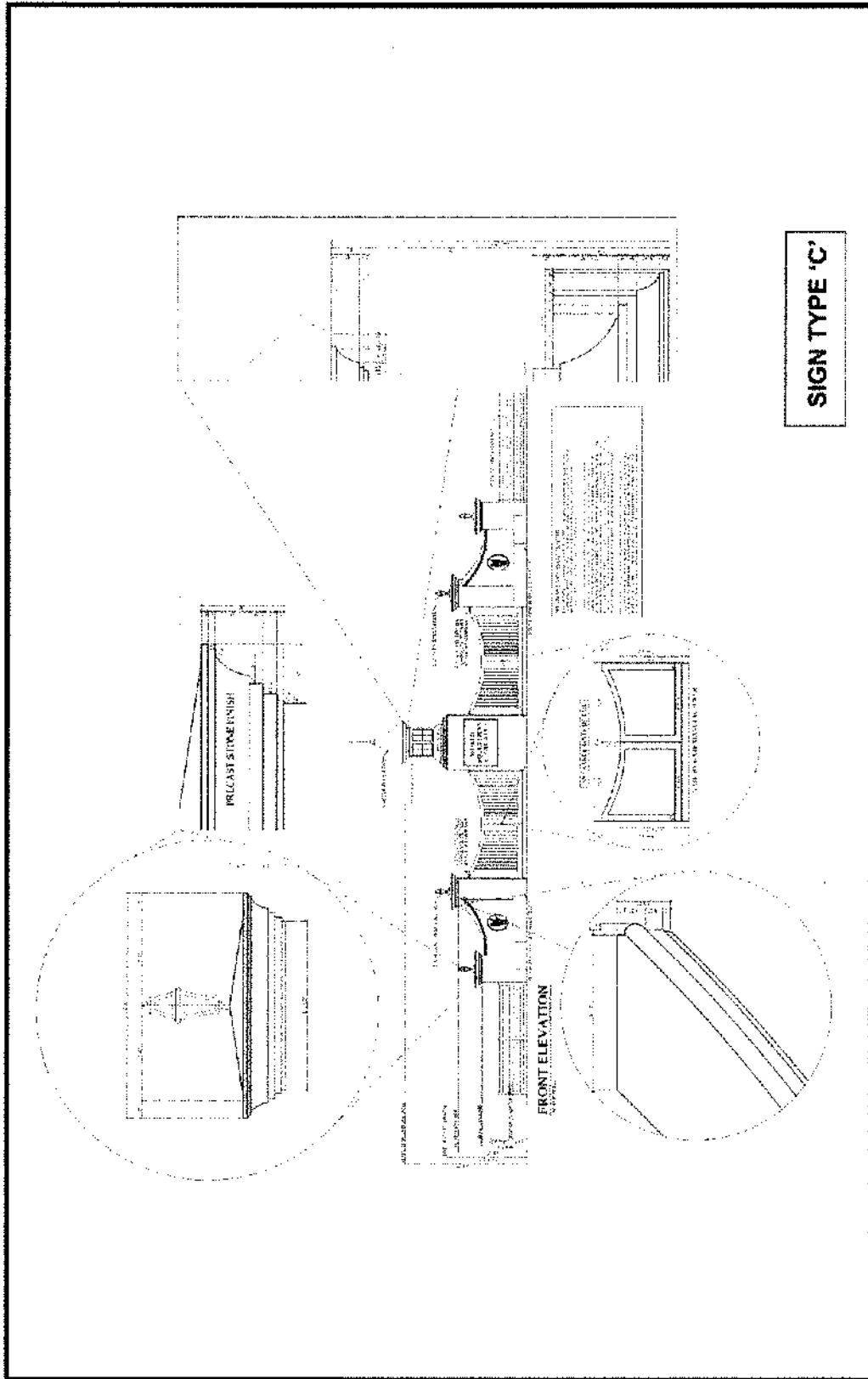


EXHIBIT "B"
PUD SIGN TYPE ELEVATION VIEW SET



MEI FOR CONSULTING

State of Georgia, Department of Transportation, 400 West Peachtree Street, Atlanta, Georgia 30334, 404.637.7200, 404.637.7200

EXHIBIT "B"
PUD SIGN TYPE ELEVATION VIEW SET

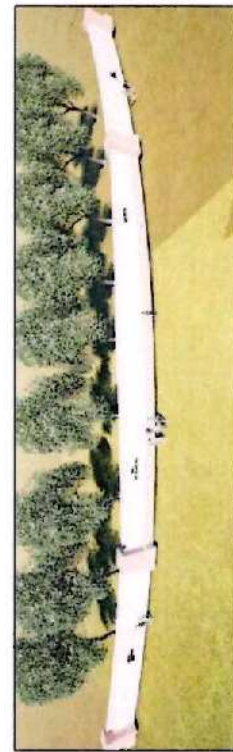
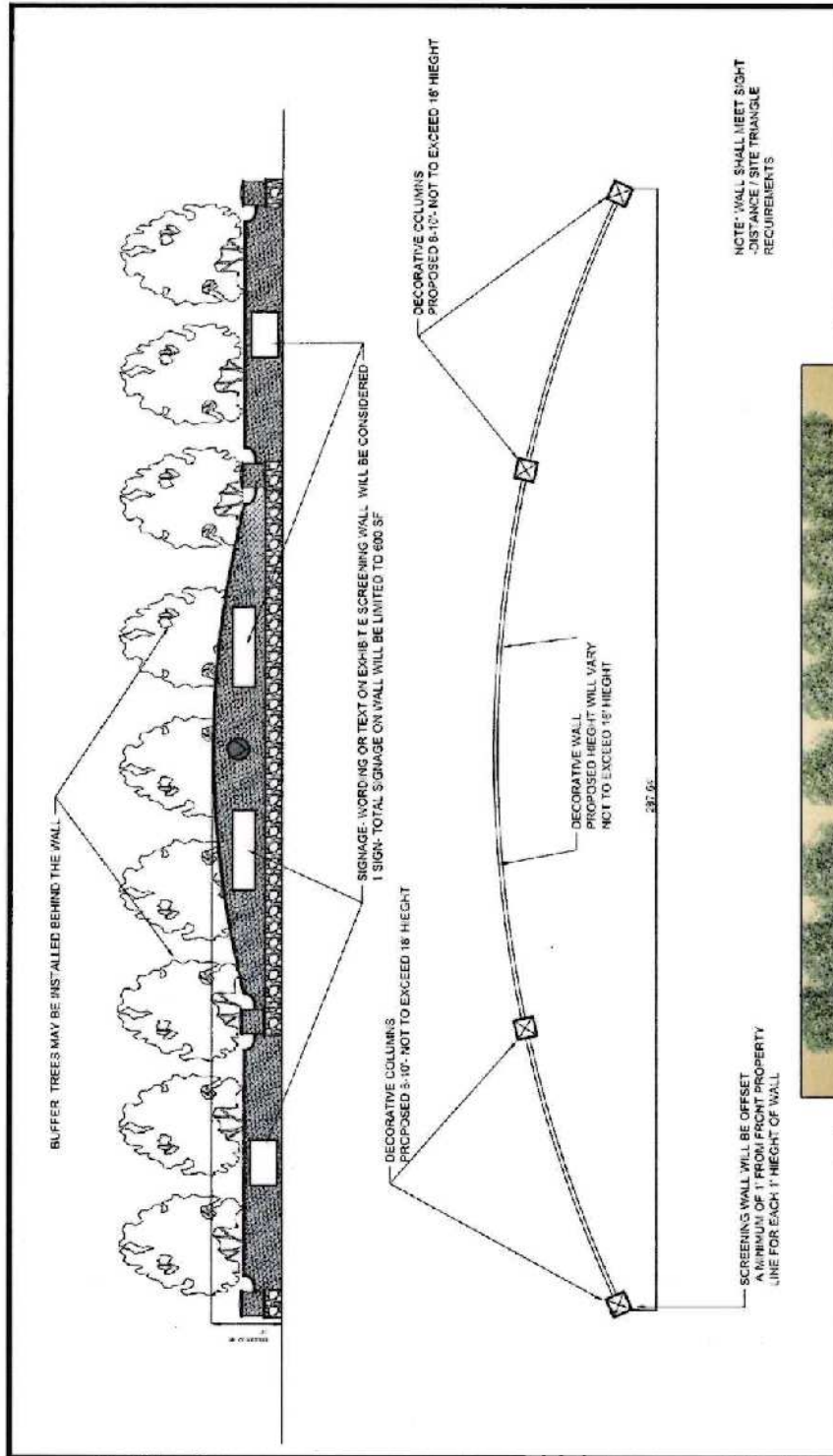
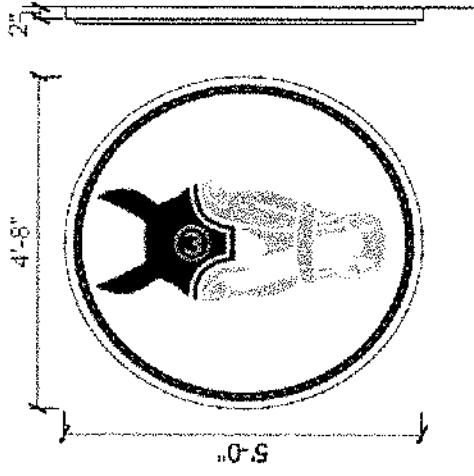


EXHIBIT E -
 SCREENING WALL

CYPRESS MANAGEMENT
 AND DESIGN
 10000 WOODBRIDGE COURT
 HOUSTON, TEXAS 77055

EXHIBIT "C"
PUD WEC COMPLEX MASTER SIGNAGE

Non-Illuminated Horse Ring Logos
 2" deep fabricated aluminum pan prime coated & painted
 polyurethane enamel in a semi-gloss finish.
 Horse & Ring to be 3/4" painted acrylic applied to
 face of pan.



QTY: 2 (per elevation)

Non-Illuminated Reverse Channel Letters A-Q
 2" deep fabricated aluminum, prime coated & painted
 polyurethane enamel in a semi-gloss finish

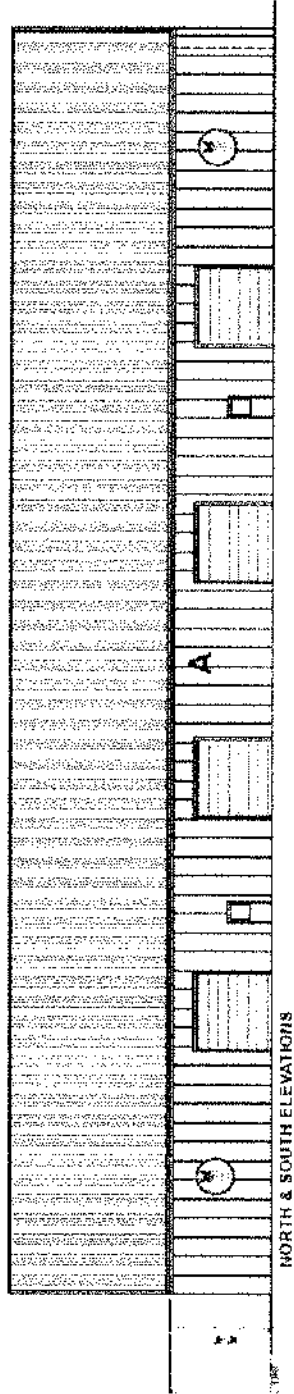
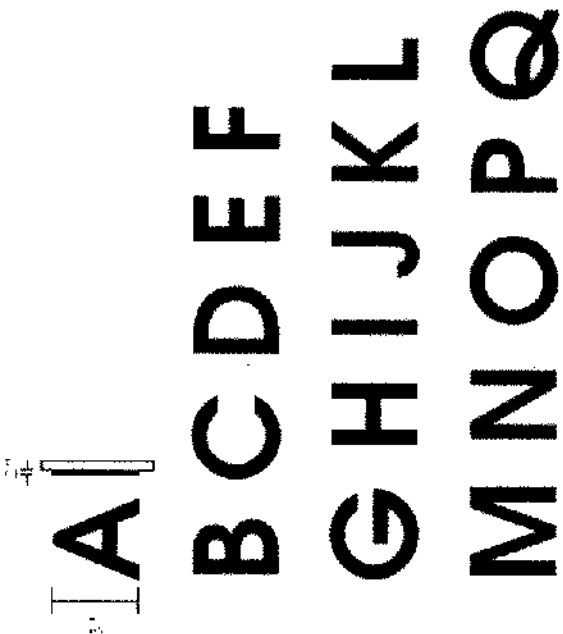


EXHIBIT "C"
PUD WEC COMPLEX MASTER SIGNAGE

RGB LED-Illuminated Horse Ring Logo & Reverse Channel Letters on Backer Panel

2" deep fabricated aluminum pan prime coated & painted polyurethane enamel in a semi-gloss finish.

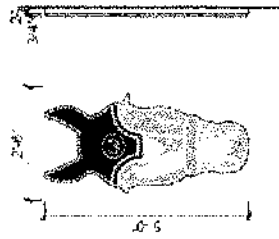
Horse & Ring to be 2" fabricated aluminum primed & painted, mounted raised on top of pan to create halo effect.

Reverse channel letters also to be halo lit.



WORLD EQUESTRIAN CENTER

SCALE - 1/8"=1'-0"



RGB LED-Illuminated Horse Head Logos (No Ring)

2" deep fabricated aluminum pan prime coated & painted polyurethane enamel in a semi-gloss finish.

Horse to be routed out with 3/4" thick push-through acrylic with 1/4" acrylic painted faces to create halo effect.

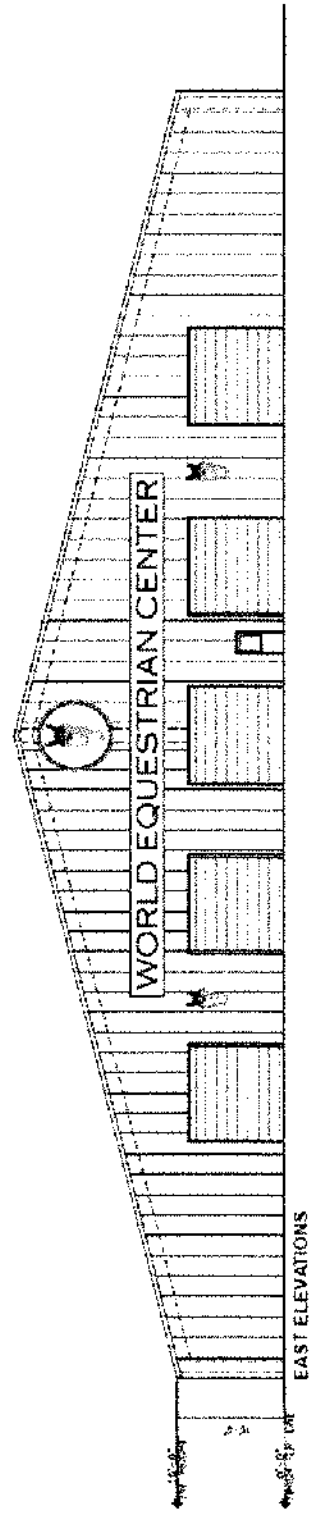
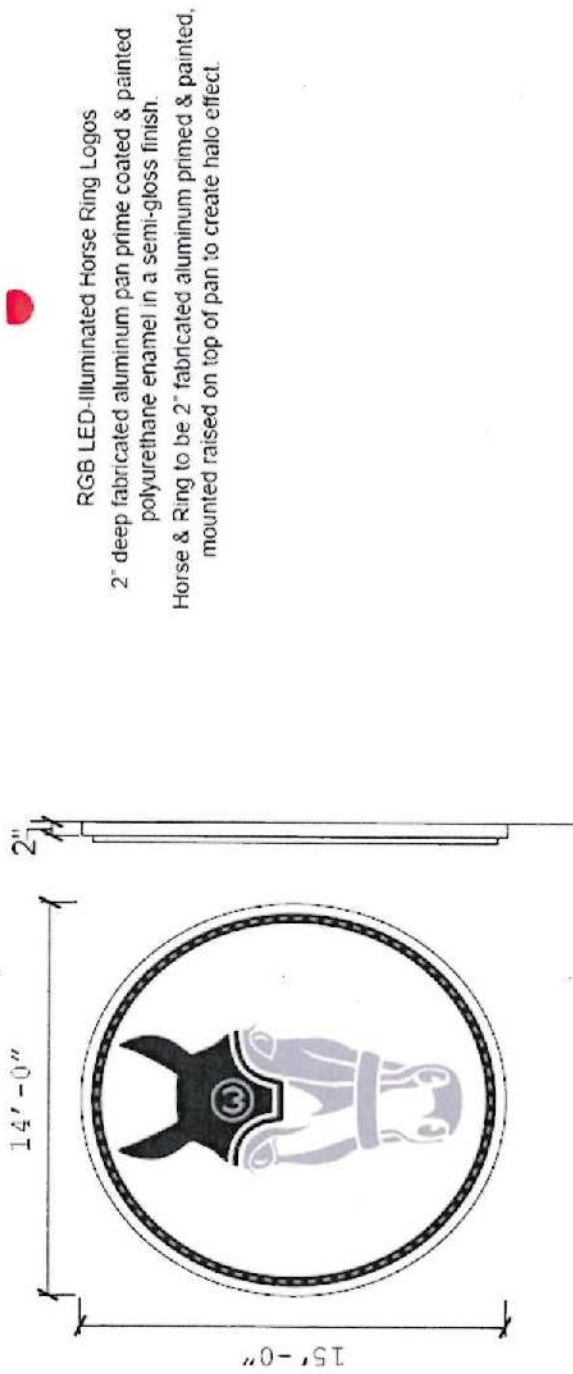


EXHIBIT "C"
PUD WEC COMPLEX MASTER SIGNAGE



RGB LED-Illuminated Horse Ring Logos
 2" deep fabricated aluminum pan prime coated & painted
 polyurethane enamel in a semi-gloss finish.
 Horse & Ring to be 2" fabricated aluminum primed & painted,
 mounted raised on top of pan to create halo effect.

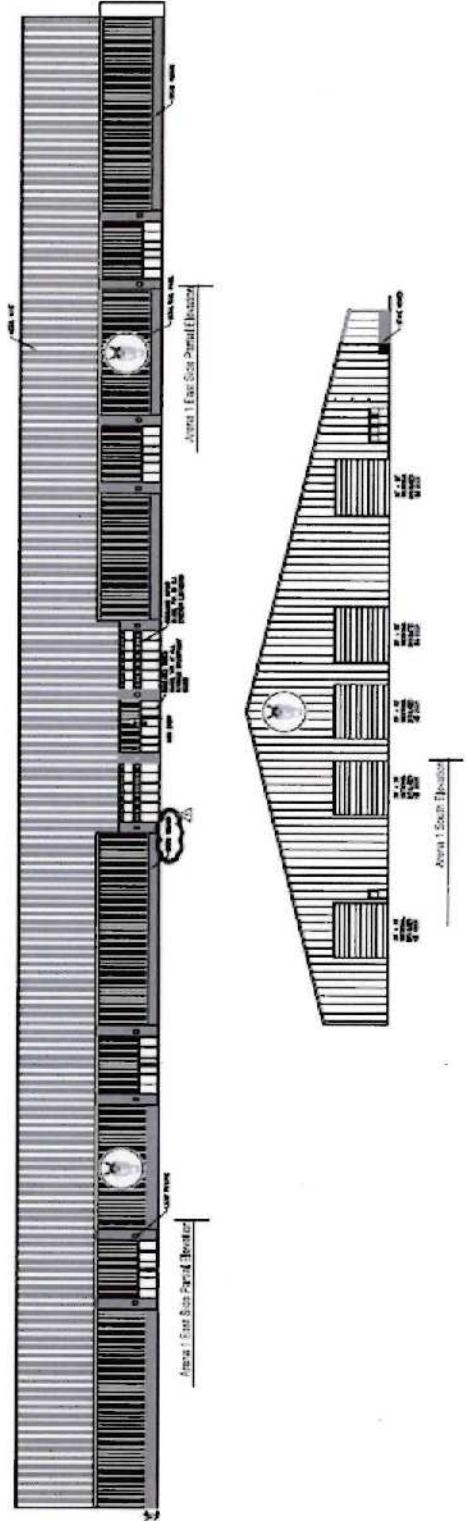
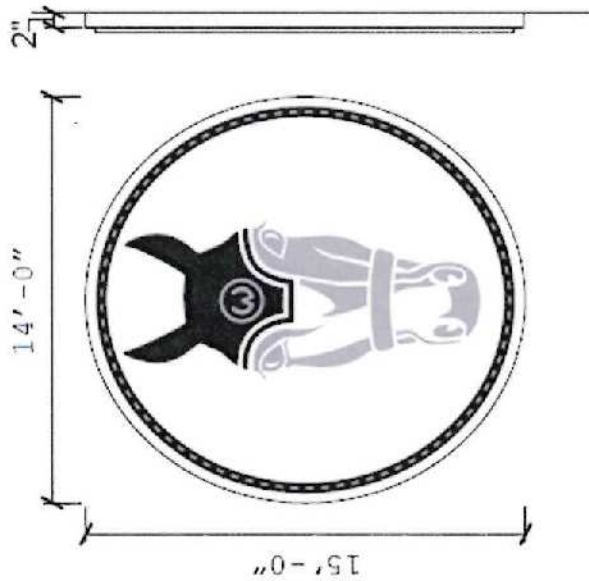
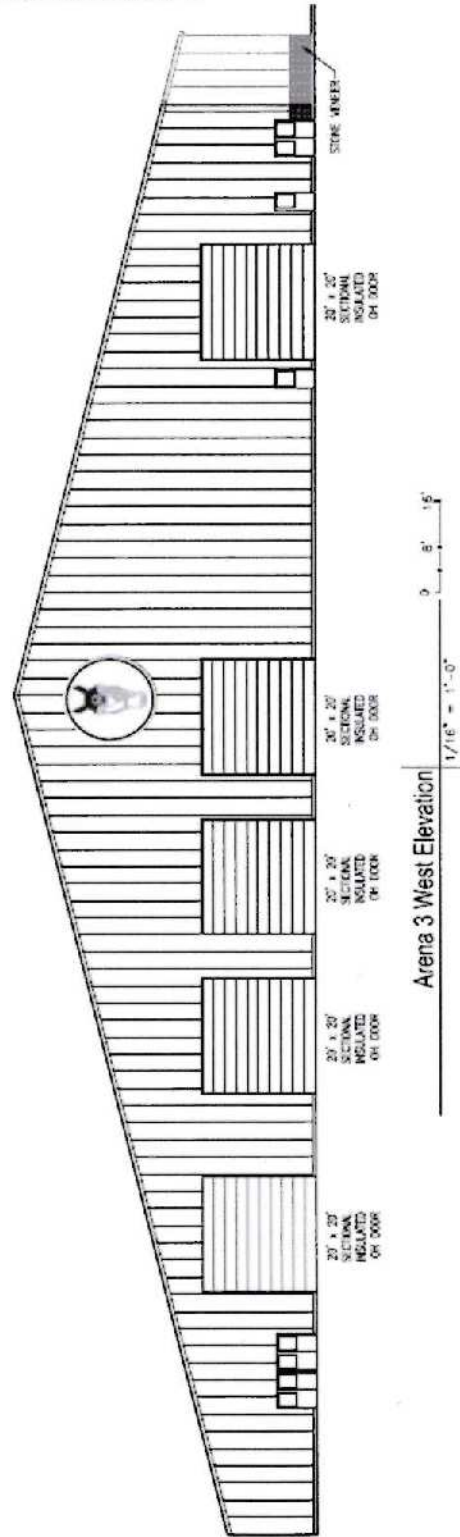


EXHIBIT "C"
PUD WEC COMPLEX MASTER SIGNAGE



Non-Illuminated Horse Ring Logos
 2" deep fabricated aluminum pan prime coated & painted
 polyurethane enamel in a semi-gloss finish.
 Horse & Ring to be 2" fabricated aluminum primed &
 painted, mounted raised on top of pan.



IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY, FLORIDA
CIVIL DIVISION

CHARLOTTE C. WEBER, Individually
and as Trustee of the CHARLOTTE C.
WEBER 2001 REVOCABLE TRUST,

Petitioners/Plaintiffs,

v.

GOLDEN OCALA EQUESTRIAN
LAND, LLC

and

MARION COUNTY,
FLORIDA

Respondents/Defendants.
_____ /

CASE NO.:

COUNT VII IS A PETITION
FILED PURSUANT TO
FLORIDA RULE OF
APPELLATE PROCEDURE
9.100(f)

EXHIBIT D

TO

**COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF
AND PETITION FOR WRIT OF CERTIORARI**

This Instrument Prepared by and Return To:
W. James Gooding III
Gooding, Batsel, Hartley & MacKay
1531 SE 36th Avenue
Ocala, FL 34471

Rec. \$ _____

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT CONCERNING
CONCURRENCY, IMPACT FEE CREDITS, AND OTHER MATTERS, FOR GOLDEN OCALA**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT CONCERNING CONCURRENCY, IMPACT FEE CREDITS, AND OTHER MATTERS, FOR GOLDEN OCALA (the "Second Amendment"), is executed as of March 18, 2026, (the "Second Amendment Effective Date") by and between (each a "Party" and collectively, the "Parties"):

- Marion County, Florida, a political subdivision of the State of Florida ("County"); and
- The following (individually and collectively, "Owner"): Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company, Equestrian Operations, L.L.C., an Ohio limited liability company, Roberts Development Corporation, an Ohio corporation, and R.L.R. Investments, LLC, an Ohio limited liability company.

WHEREAS:

- A. On or about June 6, 2018, Owner and its predecessors in title, and County entered into the *Development Agreement Concerning Concurrency, Impact Fee Credits, and Other Matters for Golden Ocala (the "Original Agreement")* as recorded in OR Book 6791, page 105.¹
- B. Effective as of January 19, 2021, Owner and County entered into the *First Amendment to Development Agreement Concerning Concurrency, Impact Fee Credits, and Other Matters, for Golden Ocala* as recorded in OR Book 7388, page 861. The Original Agreement, as amended by the First Amendment, is hereinafter referred to as the "Current Agreement."
- C. On or about March 18, 2026, the Marion County Board of County Commissioners approved the following (the "2026 WEC Approvals") for the Property² some of which dealt with the subject matter of the Current Agreement: Ordinance Numbers 26-09, 26-10, and 26-11.
- D. Owner and County now desire to further amend the Current Agreement pursuant to this Second Amendment.
- E. County has provided its Notice of Intent to consider entering in this Second Amendment by notices published on the County's publicly accessible website pursuant to Section 20-3 of the County Code, on February 9, 2026, and March 9, 2026, 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 Property which is the

¹ All recording references refer to the public records, Marion County, Florida.

² Terms capitalized in this Second Amendment and not otherwise defined herein, have the same meaning herein as in the Current Agreement.

subject-matter of this Agreement, and by announcing the date, time, and place of the second hearing during the first hearing.

- F. The County Commission held public hearings on February 18, 2026, and on March 18, 2026, to consider this Second Amendment, and found that this Second Amendment will further the objectives of the Community Planning Act, and that the development contemplated and permitted by this Second Amendment is consistent with the Marion County Comprehensive Plan and County LDR.

NOW, THEREFORE, in consideration of the mutual covenants contained herein (which are incorporated herein by reference), 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. **Development Uses Permitted.** Paragraph 3.1 of the Original Agreement, as amended by paragraph 2 of the First Amendment, is further amended to read as follows:

3. Development Uses Permitted.	
3.1. The development uses permitted on the Property pursuant to the Golden Ocala Approvals are as follows:	
RESIDENTIAL HOUSING	
Low Residential	400
Medium Residential (including original Golden Ocala PUD)	1103
Equestrian Estate	300
High Residential	408
Condominium	170
Rural	16
Total Housing Units	2,397
NON-RESIDENTIAL	
Commercial	4,000,000 square feet
Equestrian Facilities	210 acres
Expo and Indoor Sports Facilities	30 acres
Outdoor Sports Facilities	90 acres
Hotel	1,650 rooms
Recreational Vehicle	280 units (does not include unoccupied parking spaces)

- 2. **Traffic Management.**

- 2.1. Owner shall comply with the provisions of this paragraph 2 concerning traffic management for all events at the WEC that are likely to necessitate traffic management methods that involve private use of public right-of-way.

- 2.2. Definitions:

- 2.2.1. Traffic Management Plan - "Traffic Management Plan" means a written operational plan describing how traffic associated with events at the WEC will be managed before, during, and after such events. The events may be grouped into

one or more groups (each a “Group”) and different provisions may be established for each Group. The Traffic Management Plan shall identify as to each Group, and to the extent the information is available, anticipated event attendance levels, expected traffic volumes, ingress and egress routing, parking operations, coordination with law enforcement and emergency services, staffing assignments for traffic control personnel, use of dynamic message boards or other traveler information systems, and contingency procedures for incidents, congestion, or roadway blockages. The Traffic Management Plan may incorporate one or more Traffic Control Plans necessary to implement specific traffic control operations on public roadways. The Traffic Management Plan shall be prepared in general accordance with a Traffic Demand Management study accepted by the County such as the one referred to in paragraph 2.5.1.

- 2.2.2. Traffic Control Plan – “Traffic Control Plan” means a plan or set of drawings depicting the temporary traffic control devices, roadway lane configurations, signage, barricades, cones, variable message boards, law enforcement traffic posts, and other traffic control measures required to safely manage traffic on public roadways during events. The Traffic Control Plan shall conform to the applicable provisions of the Manual on Uniform Traffic Control Devices (MUTCD) and applicable County standards.
- 2.3. No later than three months after the date this Amendment becomes effective under paragraph 6.2, Owner shall apply, to the County Engineer, for a Right-of-Way Utilization Permit (“RUP”) pursuant to Section 2.22.1. of the County Land Development Code. The application shall include a Traffic Management Plan and Traffic Control Plan, complying with the provisions of this paragraph 2.
- 2.4. The Traffic Management Plan and Traffic Control Plan shall be signed and sealed by a Florida engineer licensed in the State of Florida certifying that the measures set forth in the Traffic Management Plan and Traffic Control Plan are: (a) consistent with those set forth in the *FDOT Standard Index Traffic Control* (the “FDOT Index”), contained in applicable provisions of Standard Plan Index 102-600 through 102-680 of the *FDOT Standard Plans*; or (2) where they are not consistent, they are sufficient to accomplish the goals of the applicable provisions of the FDOT Index through the alternative measures proposed.
- 2.5. The County Engineer shall review the application and, upon acceptance of it, the County Engineer shall issue a RUP with conditions that may include the following, as determined by County Engineer:
 - 2.5.1. The incorporation of one or more of the traffic management measures recommended in the *World Equestrian Center Traffic Demand Management Study* (“Traffic Management Study”) dated October 18, 2025, as accepted by County Engineer.
 - 2.5.2. The establishment of different Groups of events based on the number and size of such events, and particularly the number of people or trips expected during a particular time period. The conditions shall establish the traffic management measures required by Owner for each Group.
 - 2.5.3. Contact information for an individual at the WEC with whom County Engineer or designee can communicate in the event of traffic problems during events.

- 2.6. The RUP shall address traffic management measures and not additional traffic improvements.
- 2.7. The RUP shall contain provisions for Concert Uses as set forth in paragraphs 3.3 and 3.4
- 2.8. Each RUP shall be for a duration of one (1) year, and may be renewed, or a new RUP obtained, for subsequent years. Alternatively, for subsequent years, the County Engineer may issue RUPs with longer durations. As part of each renewal, Owner shall submit an updated Traffic Management Plan and Traffic Control Plan consistent with this paragraph 2. The County Engineer may require interim updates to the accepted Traffic Management Plan or Traffic Control Plan if changes in event size, event frequency, or observed traffic operations warrant revisions.
- 2.9. If Owner and County Engineer are not able to agree upon the RUPs or the conditions thereof, Owner may request the County Commission to resolve the dispute.
- 2.10. It is not necessary to amend this Agreement, including paragraph 3, to issue or renew RUPs.

3. Concert Uses.

- 3.1. Paragraph 10 of the Original Agreement, and paragraph 6.2.2.b.1). of paragraph 6.2 of the Original Agreement, as amended by paragraph 5 of the First Amendment, are hereby deleted.
- 3.2. The WEC may be utilized for Concert Uses pursuant to the provisions of this paragraph 3.
- 3.3. Concert Uses may be held pursuant to a RUP and subject to the conditions of the RUP.
- 3.4. The RUP for the initial year shall:
 - 3.4.1. Limit the number of Concert Uses for all facilities on the WEC that they are permitted for Concert Use by the PUD approved for the WEC to eight (8) per year which limit may be increased based on operational experience and traffic conditions by the County Engineer and County Administrator. Such numbers may be decreased pursuant to the last sentence of paragraph 2.8.
 - 3.4.2. Preclude more than two (2) Concert Uses taking place simultaneously. RUPs for subsequent years may modify this provision based on operational experience and traffic conditions if accepted by the County Engineer and approved by the County Administrator.
 - 3.4.3. Concert Uses shall not be scheduled on more than two (2) consecutive days. Concert Uses scheduled for more than two (2) consecutive days shall require a special event permit pursuant to Article III of Chapter 10 of the County Code.

4. Further Amendment to Agreement.

- 4.1. Among other things, the Current Agreement concerns transportation concurrency and related matters.

- 4.2. In connection with the 2026 WEC Approvals, Owners submitted a *WEC Sports Complex Traffic Impact Analysis* (the “Traffic Study”) prepared by Kittelson & Associates. County has approved the Traffic Study.
- 4.3. Within eight (8) months after the Second Amendment Effective Date, Owner shall submit to County a further amendment, or a new agreement, (either, the “Third Amendment”) addressing the impact of the 2026 WEC Approvals on the County transportation system as well as additional issues deemed appropriate by Owner and County, and shall thereafter pursue approval of such Third Amendment with due diligence.
5. **Adopted Pursuant to Florida Local Government Development Agreement Act.** This Second amendment has been adopted pursuant to the “Florida Local Government Development Agreement Act” (codified at Sections 163.3220 through 163.3243, Florida Statutes (2025)).
6. **General Provisions.**
 - 6.1. Notices. Paragraph 9.1 of the Original Agreement, as amended by paragraph 12.1 of the First Amendment, is further amended to read as set forth herein:
 - 6.1.1. All notices, requests, consents and other communications (each a “Communication”) required or permitted under the Amended 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 Second amendment Paragraph 6.1:
 - 6.1.1.1. If to County: County Administrator, 601 SE 25th Avenue, Ocala, FL 34471; Email: Mounir.bouyounes@marionfl.org.
 - a. With a copy to: County Planning Director, 2710 E. Silver Springs Boulevard, Ocala, FL 34470; Email: chuck.varadin@marionfl.org.
 - b. With a copy to: County Attorney, 601 SE 25th Avenue, Ocala, FL 34471; Email: matthew.minter@marionfl.org.
 - 6.1.1.2. If to Owner: Attn: Corporate Legal Department, 600 Gillam Road, Wilmington, Ohio 45177; email: none (do not use email for this address);
 - a. With a copy to: Don DeLuca, 7290 College Parkway, Suite 400, Fort Myers, FL 33907; email: ddeluca@rlcarriers.com.
 - b. With a copy to: W. James Gooding III, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.
 - 6.1.2. Each such Communication shall be deemed delivered:

- 6.1.2.1. On the date of delivery if by personal delivery with signed receipt thereof;
- 6.1.2.2. On the date of email transmission if by email (subject to Second amendment Paragraph 6.1.5); and
- 6.1.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.
- 6.1.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday, or legal holiday.
- 6.1.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with Second amendment Paragraph 6.1.2.
- 6.1.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 6.1.5. Concerning Communications sent by email:
 - 6.1.5.1. 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 but, if the email was sent by the sender on the last day of a deadline or other time period established by the Amended Development Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
 - 6.1.5.2. 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 but, if the email was sent by the sender on the last day of a deadline or other time period established by the Amended Development Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
 - 6.1.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
 - 6.1.5.4. 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
 - 6.1.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

6.2. Effective Date. This Second Amendment shall become effective upon the later of the following:

6.2.1. The recording of the fully executed Second Agreement in the Public Records of Marion County, Florida, as set forth in Section 163.3239, Florida Statutes; or

6.2.2. The date that the 2026 WEC Approvals become effective under applicable law including, without limitation, Section 163.3184, Florida Statutes.

7. **Effect on Current Agreement.** Except as expressly set forth herein, the Current Agreement is not amended or modified. All references herein or in the Current Agreement to “this Second amendment,” “the Agreement,” or similar terms shall be deemed to refer to the Amended Agreement.

THEREFORE, the Parties have executed this Second Amendment as of the Effective Date.

**THIS PART OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES START ON NEXT PAGE**

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: *Carl Zalak, III*
Carl Zalak, III, Chairman

ATTEST:

Gregory C. Harrell
Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

Matthew Guy Minter
Matthew Guy Minter, County Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this March 27, 2026, by Carl Zalak, III, as Chairman of the Board of County Commissioners of Marion County, Florida, a political subdivision of the State of Florida, on behalf of the County.



J. R. Clark
Notary Public, State of Florida
Name: Jennifer R. Clark
(Please print or type)

Commission Number: ## 726429
Commission Expires: October 3, 2029

Notary: Check one of the following:

- Personally known OR
- Produced Identification (if this box is checked, fill in blank below).
- Type of Identification Produced: _____

Equestrian Operations, L.L.C., an Ohio limited liability company

By: *[Signature]*
Donald R. DeLuca
as Vice President, Legal

[Signature]
Witness
JANNA WARD
Print Witness Name

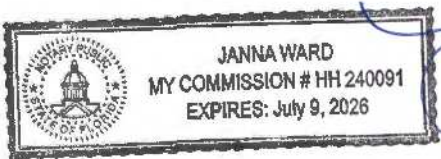
Print Witness Address:
7340 N US Hwy 27
Ocala, FL 34482

[Signature]
Witness
Brittany Murray
Print Witness Name

Print Witness Address:
7340 N US Hwy 27
Ocala, FL 34482

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this March 18th, 2026, by Donald R DeLuca as VP, Legal of Equestrian Operations, L.L.C., an Ohio limited liability company, on behalf of the company.



[Signature]
Notary Public, State of Florida
Name: JANNA WARD
(Please print or type)

Commission Number: 4#240091
Commission Expires: 7-9-26

Notary: Check one of the following:
 Personally known OR
 Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company

Janna Ward
Witness

Witness

JANNA WARD

Print Witness Name

By: Donald R. DeLuca
as Vice President, Legal

Print Witness Address: 7340 N US Hwy 27
Ocala, FL 34482

Brittany Murray
Witness

Witness

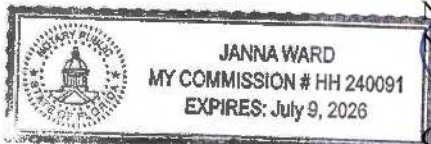
Brittany Murray

Print Witness Name

Print Witness Address: 7340 N US Hwy 27
Ocala, FL 34482

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this March 18, 2026, by Donald R. DeLuca as VP, Legal of Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company, on behalf of the company.



Janna Ward
Notary Public, State of Florida
Name: JANNA WARD
(Please print or type)

Commission Number: HH 240091
Commission Expires: 7-9-26

Notary: Check one of the following:

- Personally known OR
 - Produced Identification (if this box is checked, fill in blank below).
- Type of Identification Produced: _____

R.L.R. Investments, LLC, an Ohio limited liability company

Janna Ward
Witness
JANNA WARD

Print Witness Name

By: [Signature]
Donald R. DeLuca
as Vice President and General Counsel

Print Witness Address: 7340 N US Hwy 27
Ocala FL 34482

Brittany Murray
Witness

Brittany Murray
Print Witness Name

Print Witness Address: 7340 N US Hwy 27
Ocala, FL 34482

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this March 18, 2026, by Donald R. DeLuca as VP + General Counsel of R.L.R. Investments, LLC, an Ohio limited liability company, on behalf of the company.



[Signature]
Notary Public, State of _____
Name: JANNA WARD
(Please print or type)

Commission Number: HH 240091
Commission Expires: 7-9-26

Notary: Check one of the following:

- Personally known OR
- Produced Identification (if this box is checked, fill in blank below).
- Type of Identification Produced: _____

Roberts Development Corporation, an Ohio corporation

Janna Ward

Witness

JANNA WARD

Print Witness Name

Print Witness Address: 7340 N US Hwy 27
Ocala, FL 34482

By: *Donald R. DeLuga*

Donald R. DeLuga

as Vice President and General Counsel

Brittany Murray

Witness

Brittany Murray

Print Witness Name

Print Witness Address: 7340 N US Hwy 27
Ocala, FL 34482

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this March 18, 2026, by Donald R. DeLuga, as VP + General Counsel of Roberts Development Corporation, an Ohio corporation, on behalf of the company.



Janna Ward
Notary Public, State of Florida
Name: **JANNA WARD**
(Please print or type)

Commission Number: HH240091
Commission Expires: 7-9-26

Notary: Check one of the following:

- Personally known OR
- Produced Identification (if this box is checked, fill in blank below).
- Type of Identification Produced: _____

P:\JG\RLR\Sports Facilities\Entitlements\Concurrency K\Second Amendment to Concurrency K JG 3-23-26.docx

\\mcbcc1.org\shared\Dept_Planning\DEVELOPMENT_AGREEMENTS\DA's_Reviews\2025\25-DM01_Golden-Ocala-WEC\Post-Meeting-Revisions-and-Final\JG-post-submittal\Second Amendment to Concurrency K JG 3-23-26 - FinalAdd-Ins.docx

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY, FLORIDA
CIVIL DIVISION

CHARLOTTE C. WEBER, Individually
and as Trustee of the CHARLOTTE C.
WEBER 2001 REVOCABLE TRUST,

Petitioners/Plaintiffs,

v.

GOLDEN OCALA EQUESTRIAN
LAND, LLC

and

MARION COUNTY,
FLORIDA

Respondents/Defendants.
_____ /

CASE NO.:

COUNT VII IS A PETITION
FILED PURSUANT TO
FLORIDA RULE OF
APPELLATE PROCEDURE
9.100(f)

EXHIBIT E

TO

**COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF
AND PETITION FOR WRIT OF CERTIORARI**

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

MICHELLE SIVILICH, PH.D.;
CHARLOTTE C. WEBER; AND
DR. REBECCA LORD

Petitioners,

vs.

Case Nos. 16-4617GM
16-4678GM

MARION COUNTY, FLORIDA

Respondent.

JOINT STIPULATION OF SETTLEMENT

The following parties:

- Petitioners, Charlotte C. Weber and Dr. Rebecca Lord (“Weber/Lord”).
- Petitioner, Michelle Sivilich, Ph.D. (“Sivilich”).
- Respondent, Marion County, Florida (“County”).
- Intervenors, 21069-007-01, LLC, an Ohio limited liability company, and 21087-001-02, LLC, an Ohio limited liability company (collectively “Intervenors”);

stipulate and agree as follows:

1. **Definitions.** In addition to terms otherwise defined herein, the following terms have the following meaning:

- a. *Adopted Comp Plan Amendment* – The amendment to the FLUM adopted by the County July 19, 2016.
- b. *Approved PUD Plan* – The PUD Conceptual Plan for the Entire Parcel approved by the County on October 18, 2016.
- c. *Comp Plan* – The Marion County Comprehensive Plan.
- d. *County Action* - The adoption by County of the following:
 - 1). The Text Amendment.
 - 2). The FPA Amendment.

- 3). The Density Amendment.
- 4). The Revised PUD Master Plan.
- e. *Entire Parcel* – The real property in Marion County, Florida, with Tax Parcel Identification Numbers: 21069-007-01, 21087-001-00, and 21087-001-02, described on the attached **Exhibit A**, and being approximately 505 acres¹ in size.
- f. *FLUE* – The Future Land Use Element of the Comp Plan.
- g. *FLUM* – The Future Land Use Map of the Comp Plan.
- h. *FPA Amendment* – An amendment to the Comp Plan revising the boundary of the Farmland Preservation Area as set forth in greater detail in paragraph 4.a.2).
- i. *Text Amendment* – A policy added to the text of the FLUE as described in paragraph 4.a.1).
- j. *Density Amendment* – An amendment to the Comp Plan as may be necessary to allow the density set forth in the Text Amendment to be consistent with the FLUM, as described in paragraph 4.a.3)).
- k. *Revised PUD Master Plan* – A change to the Approved PUD Plan to provide a layout that is consistent with the density set forth in the Text Amendment as described in paragraph 4.a.4)).

2. **Background.** The background of this proceeding, as well as the matters involved in the settlement hereof, are as follows:

- a. Donna Wormser (“Wormser”), the prior owner of the Entire Parcel, filed the following applications with Marion County:
 - 1). An application (County Case No.: 2016-L04) seeking to amend the FLUM of Marion County for approximately 379 acres of the Entire Parcel.

¹ All size references in this Stipulation are approximate and may differ slightly from the size estimates contained in prior documents and hearings concerning the Adopted Comp Plan Amendment and Approved PUD Plan.

- 2). An application (County Case No.: 160506Z) seeking to assign R-E and R-1 zoning classifications to the Entire Parcel.
- b. On July 19, 2016, the Board of County Commissioners of Marion County (the “County Commission”) adopted the Adopted Comp Plan Amendment pursuant to which it assigned a Low Residential Land Use to approximately 319 acres of the Entire Parcel (being a portion of the property that was the subject of the application filed by Wormser to amend the FLUM).
- c. On July 19, 2016, the County Commission adopted an ordinance assigning a Planned Unit Development (“PUD”) zoning classification to the Entire Parcel.
- d. Thereafter:
 - 1). Weber/Lord filed a petition instituting these proceedings pursuant to which they challenged the Adopted Comp Plan Amendment.
 - 2). Sivilich filed a petition instituting these proceedings pursuant to which she challenged the Adopted Comp Plan Amendment.
 - 3). The proceedings commenced by the petitions filed by Weber/Lord and Sivilich (collectively, “Petitioners”) were thereafter consolidated.
- e. Intervenors have acquired title to the Entire Parcel (except for approximately 30 acres which are still owned by Wormser but which Intervenors have a contract to acquire).
- f. On October 18, 2016, the County Commission approved the Approved PUD Plan for the Entire Parcel.
- g. Petitioners, the County and Intervenors now desire to settle this dispute in a manner that will resolve all disputes concerning the Adopted Comp Plan Amendment and the zoning of the Entire Parcel.

3. **Motion to Continue Proceeding.** Petitioners, County and Intervenors request the Administrative Law Judge to stay this proceeding for a period of six (6) months to permit the parties' time to obtain the County Action.

4. **County Action.**

a. Promptly after the entry of an order staying this proceeding, Intervenors² shall file applications for, and thereafter diligently pursue, the following (the "County Action"):

1). An amendment (the "Text Amendment") to the Comp Plan requesting County to adopt a Policy in the FLUE generally consistent with the proposed Policy set forth on the attached Exhibit B, with such changes as are made by the County Commission and are acceptable to the parties; no party shall unreasonably withhold its acceptance of any such changes as long as the provisions of the proposed Policy relating to lot size and direct access to NW 100th Avenue are not changed. This action shall be deemed to have occurred when the County Commission has adopted an ordinance adopting the Text Amendment and it has become final pursuant to Section 163.3184, Florida Statutes.

2). An amendment to the Comp Plan (the "FPA Amendment") moving the boundary of the Farmland Preservation Area to the western and northern boundaries of the Entire Parcel such that no portion of the Entire Parcel is included within the Farmland Preservation Area.³ This action shall be deemed to have occurred when the County Commission has adopted an ordinance

² If Intervenors do not own the Entire Parcel at such time, they shall cause Wormser to join in the following applications.

³ As set forth in paragraph 4.e below, Intervenors (or related entities) may seek additional approvals from County concerning the development of other real property owned by Intervenors or related entities near the Entire Parcel. In connection therewith, Intervenors may seek to further relocate the Farmland Preservation Area; such relocation shall not be inconsistent with this provision of the County Action so long as the FPA Amendment removes the Entire Parcel from the Farmland Preservation Area.

adopting the FPA Amendment and it has become final pursuant to Section 163.3184, Florida Statutes.

3). If necessary, an amendment to the Comp Plan FLUE authorizing, in the portions of the Entire Parcel currently with a Medium Residential land use, densities less than one unit per acre, or in the alternative if selected by Intervenors in their sole discretion, an amendment to the FLUM changing the portions of the Entire Parcel currently with a Medium Residential land use to a Low Residential land use (to specifically permit the densities set forth in the Text Amendment) (the “Density Amendment”).

4). County Commission approval of a revised PUD Master Plan for the Entire Parcel that is consistent with the lot sizes and other applicable provisions of the Text Amendment (the “Revised PUD Master Plan”).

b. Intervenors shall pursue the County Action at their sole cost and expense.

c. Petitioners will support the County Action and will not encourage any person or entity to take any action to oppose the County Action.

d. Although County is a party to this Stipulation, Petitioners and Intervenors acknowledge and agree that the County Action may be taken by the County Commission only pursuant to the provisions of applicable law, including those dealing with notice and opportunity for hearing. Therefore, County is not required to adopt the County Action by virtue of it being a party to this Stipulation.

e. Intervenors, or related entities, may simultaneously seek other County approvals concerning the development of other real property owned by Intervenors or related entities in the vicinity of the Entire Parcel. Such shall not be a violation of this Stipulation provided that such additional approvals are not inconsistent with the provisions of the County Action concerning the Entire Parcel. If, in connection with such other approvals, County adopts one or more policies in the FLUE providing specific

provisions for any County approvals (such as the Text Amendment that is the subject of this Stipulation), Intervenors shall request that such policy be adopted as a separate document from the Text Amendment referred to in this Stipulation.

5. **Dismissal of Proceeding; Rezoning.**

a. If the County Action occurs within six months of the entry of the Order staying this proceeding as requested in paragraph 3 of this Stipulation:

1). This proceeding shall be dismissed. In connection therewith, Petitioners, County and Inventors shall execute and file a joint stipulation pursuant to which this proceeding shall be dismissed. If any party fails to execute such stipulation within fifteen (15) days of a request by any other party, any other party may request that this proceeding be dismissed.

2). Petitioners:

a). Shall be deemed to have waived any objection, or right to object, to the Adopted Comp Plan, the PUD zoning of the Entire Parcel, Text Amendment, the FPA Amendment, the Density Amendment, the Revised PUD Master Plan, or any action involved in the County Action.

b). Agree not to take any action, including the filing of a declaratory judgment action, challenging the Adopted Comp Plan, the PUD zoning of the Entire Parcel, Text Amendment, the FPA Amendment, the Density Amendment, the Revised PUD Master Plan, or any action involved in the County Action. Although this proceeding involves merely the Adopted Comp Plan Amendment, Petitioners acknowledge and agree that their agreements concerning the matters other than the Adopted Comp Plan Amendment are a material part of this settlement and therefore enforceable outside of this proceeding.

b. If the County Action does not occur within the time frame set forth in paragraph 5.a of this Stipulation, this proceeding shall continue, and any party may request that the final hearing in this proceeding be scheduled, and no provision of this Stipulation shall be admissible in any hearing in this proceeding.

6. **Miscellaneous.** The following provisions apply in this proceeding and, where appropriate, outside of this proceeding (e.g. paragraph 6.a applies only to any litigation outside of this proceeding which arises out of or concerns this Stipulation).

a. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS STIPULATION, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS STIPULATION WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

b. Construction of Agreement. Each party acknowledges that all parties to this Stipulation participated in the drafting of this Stipulation and that it was negotiated at

arm's length. Accordingly, no court construing this Stipulation shall construe it more strongly against one party than another.

c. Further Action. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

d. Entire Understanding. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Stipulation may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Stipulation signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

WHEREFORE, Petitioners, County and Intervenors stipulate and agree as to the above and request the following:

- A. The Administrative Law Judge to enter its order staying this action as set forth in paragraph 3 above; and
- B. Upon the occurrence of the County Action as and when set forth above, the dismissal of this action.

CERTIFICATE CONCERNING RULE 28-106.204(3)

As all parties to this proceeding have executed this Stipulation, they believe that no certification under Rule 28-106.204(3), FAC, is necessary.

David L. MacKay, Esquire
Florida Bar No: 284653
David L. MacKay, Attorney P.A.
2801 SW College Road, Suite 9
Ocala, Florida 34474
Telephone (352) 8
Primary Email Address: david@mackaylaw.us
Attorneys for Weber/Lord

Michelle Sivilich, Ph.D.
745 Northwest 70th Terrace
Ocala, FL 34482
Telephone (732) 995-3818
Primary Email Address:
michelle@gulfarchaeology.org
Pro Se Petitioner

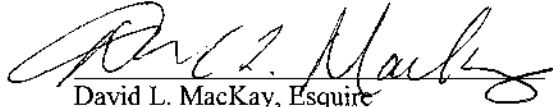
/s/ Jimmy Gooding /s/

Matthew G. Minter, Esquire
Florida Bar No: 298719
County Attorney
601 SE 25th Avenue
Ocala, Florida 34471
Telephone (352) 438-2330
Primary Email Address:
matthew.minter@marioncountyfl.org
Attorneys for Respondent Marion County

W. James Gooding III, Esquire
Florida Bar No: 355771
GILLIGAN, GOODING & FRANJOLA, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Telephone (352) 867-7707
Primary Email Address: jgooding@ocalalaw.com
Attorneys for Intervenors

CERTIFICATE CONCERNING RULE 28-106.204(3)

As all parties to this proceeding have executed this Stipulation, they believe that no certification under Rule 28-106.204(3), FAC, is necessary.



David L. MacKay, Esquire
Florida Bar No: 284653
David L. MacKay, Attorney P.A.
2801 SW College Road, Suite 9
Ocala, Florida 34474
Telephone (352) 8
Primary Email Address: david@mackaylaw.us
Attorneys for Weber/Lord

Michelle Sivilich, Ph.D.
745 Northwest 70th Terrace
Ocala, FL 34482
Telephone (732) 995-3818
Primary Email Address:
michelle@gulfarchaeology.org
Pro Se Petitioner

/s/ Jimmy Gooding /s/

Matthew G. Minter, Esquire
Florida Bar No: 298719
County Attorney
601 SE 25th Avenue
Ocala, Florida 34471
Telephone (352) 438-2330
Primary Email Address:
matthew.minter@marioncountyfl.org
Attorneys for Respondent Marion County

W. James Gooding III, Esquire
Florida Bar No: 355771
GILLIGAN, GOODING & FRANJOLA, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Telephone (352) 867-7707
Primary Email Address: jgooding@ocalalaw.com
Attorneys for Intervenors

CERTIFICATE CONCERNING RULE 28-106.204(3)

As all parties to this proceeding have executed this Stipulation, they believe that no certification under Rule 28-106.204(3), FAC, is necessary.

David L. MacKay, Esquire
Florida Bar No: 284653
David L. MacKay, Attorney P.A.
2801 SW College Road, Suite 9
Ocala, Florida 34474
Telephone (352) 8
Primary Email Address: david@mackaylaw.us
Attorneys for Weber/Lord



Michelle Sivilich, Ph.D.
745 Northwest 70th Terrace
Ocala, FL 34482
Telephone (732) 995-3818
Primary Email Address:
michelle@gulfarchaeology.org
Pro Se Petitioner

/s/ Jimmy Gooding /s/

Matthew G. Minter, Esquire
Florida Bar No: 298719
County Attorney
601 SE 25th Avenue
Ocala, Florida 34471
Telephone (352) 438-2330
Primary Email Address:
matthew.minter@marioncountyfl.org
Attorneys for Respondent Marion County

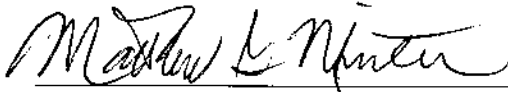
W. James Gooding III, Esquire
Florida Bar No: 355771
GILLIGAN, GOODING & FRANJOLA, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Telephone (352) 867-7707
Primary Email Address: jgooding@ocalalaw.com
Attorneys for Intervenors

CERTIFICATE CONCERNING RULE 28-106.204(3)

As all parties to this proceeding have executed this Stipulation, they believe that no certification under Rule 28-106.204(3), FAC, is necessary.

David L. MacKay, Esquire
Florida Bar No: 284653
David L. MacKay, Attorney P.A.
2801 SW College Road, Suite 9
Ocala, Florida 34474
Telephone (352) 8
Primary Email Address: david@mackaylaw.us
Attorneys for Weber/Lord

Michelle Sivilich, Ph.D.
745 Northwest 70th Terrace
Ocala, FL 34482
Telephone (732) 995-3818
Primary Email Address:
michelle@gulfarchaeology.org
Pro Se Petitioner



Matthew G. Minter, Esquire
Florida Bar No: 298719
County Attorney
601 SE 25th Avenue
Ocala, Florida 34471
Telephone (352) 438-2330
Primary Email Address:
matthew.minter@marioncountyfl.org
Attorneys for Respondent Marion County

/s/ Jimmy Gooding /s/

W. James Gooding III, Esquire
Florida Bar No: 355771
GILLIGAN, GOODING & FRANJOLA, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Telephone (352) 867-7707
Primary Email Address: jgooding@ocalalaw.com
Attorneys for Intervenors

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served by email to the following this December __29__, 2016:

- Matthew Guy Minter (matthew.minter@marioncountyfl.org);
- Michelle Sivilich, Ph.D. (michelle@gulfarchaeology.org); and
- David L. MacKay, Esq. (david@mackaylaw.us).

GILLIGAN, GOODING & FRANJOLA, P.A.

/s/ Jimmy Gooding /s/

W. James Gooding III, Esquire
1531 SE 36th Avenue
Ocala, Florida 34471
Telephone (352) 867-7707
Facsimile (352) 620-8884
Primary Email Address: jgooding@ocalalaw.com
Florida Bar No: 355771
Attorneys for Intervenors

**EXHIBIT A
ENTIRE PARCEL**

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, LYING IN SECTION 11, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; LESS AND EXCEPT THE RIGHT OF WAY FOR N.W. 100TH AVENUE.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE S.W. CORNER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; THENCE RUN S.89°49'06"E., ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 11, 45.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF N.W. 100TH AVENUE, (AS MONUMENTED AND MAINTAINED), SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN N.00°49'38"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1347.80 FEET TO THE NORTH BOUNDARY OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 11; THENCE RUN S.89°40'07"E., ALONG SAID NORTH BOUNDARY, 1269.49 FEET TO THE WEST BOUNDARY OF THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 11; THENCE RUN N.00°52'43"E., ALONG SAID WEST BOUNDARY, 1344.50 FEET TO THE NORTH BOUNDARY OF THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 11; THENCE RUN S.89°31'09"E., ALONG SAID NORTH BOUNDARY, 1315.67 FEET TO THE EAST BOUNDARY OF THE S.W. 1/4 OF SECTION 11; THENCE RUN S.00°55'48"W., ALONG SAID EAST BOUNDARY, 2682.16 FEET TO THE SOUTH BOUNDARY OF THE S.W. 1/4 OF SECTION 11; THENCE RUN N.89°49'06"W., ALONG SAID SOUTH BOUNDARY, 2581.65 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING IN SECTION 11, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; LESS AND EXCEPT THE RIGHT OF WAY FOR N.W. 100TH AVENUE.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE S.W. CORNER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA; THENCE RUN S.89°49'06"E., ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 11, 2626.65 FEET TO THE WEST BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 11 AND THE POINT OF BEGINNING; THENCE RUN N.00°55'48"E., ALONG SAID WEST BOUNDARY, 1341.08 FEET TO THE NORTH BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 11; THENCE RUN S.89°42'44"E., ALONG SAID NORTH BOUNDARY, 1314.15 FEET TO THE EAST BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 11; THENCE RUN S.01°00'02"W., ALONG SAID EAST BOUNDARY, 1336.78 FEET TO THE SOUTH BOUNDARY OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 11; THENCE RUN S.89°54'03"E., ALONG SAID SOUTH BOUNDARY, 1312.56 FEET TO THE WEST BOUNDARY OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE RUN N.01°04'17"E., ALONG SAID WEST BOUNDARY, 1332.48 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/4 OF SECTION 12; THENCE RUN S.87°44'18"E., ALONG SAID NORTH BOUNDARY, 5390.00 FEET TO THE WEST RIGHT OF WAY LINE OF N.W. 80TH AVENUE (66' WIDE); THENCE RUN S.00°37'45"W., ALONG SAID WEST RIGHT OF WAY LINE, 120.05 FEET TO A LINE THAT IS SOUTH 120 FEET AND PARALLEL TO THE NORTH BOUNDARY OF THE SOUTH 1/4 OF SECTION 12; THENCE RUN N.87°44'18"W., ALONG SAID BOUNDARY, 2167.24 FEET; THENCE RUN S.00°37'45"W., 1207.86 FEET TO THE NORTH BOUNDARY OF SHERMAN OAKS SUBDIVISION, (PLAT BOOK 5, PAGES 189-192); THENCE RUN N.87°48'46"W., ALONG SAID NORTH BOUNDARY, 517.10 FEET; THENCE RUN N.87°49'34"W., ALONG SAID NORTH BOUNDARY, 1358.11 FEET TO THE WEST BOUNDARY OF SAID SHERMAN OAKS AND THE EAST BOUNDARY OF THE EAST 1/2 OF THE N.W. 1/4 OF SECTION 13; THENCE RUN S.00°18'15"W., ALONG SAID EAST BOUNDARY, 2612.41 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 40, (66' WIDE); THENCE RUN N.88°53'49"W., ALONG SAID NORTH RIGHT OF WAY LINE, 1370.26 FEET TO A NON-TANGENT ARC; THENCE RUN ALONG THE ARC WITH A CENTRAL ANGLE OF 01°15'05", HAVING A RADIUS OF 22,951.32 FEET, A CHORD BEARING AND DISTANCE OF N.89°31'21"W., 501.27 FEET, TRAVEL ALONG THE ARC A DISTANCE OF 501.28 FEET TO A NON-TANGENT LINE; THENCE RUN S.89°49'55"W., ALONG SAID NORTH RIGHT OF WAY LINE, 2112.37 TO THE WEST BOUNDARY OF THE N.E. 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE RUN N.00°20'20"E., ALONG SAID WEST BOUNDARY, 2644.11 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
PROPOSED TEXT AMENDMENT

See attached.

E:\JG\RLR\Wormser\Settlement\Stipulation re settlement JG 12-22-16.docx

FUTURE LAND USE ELEMENT POLICY ____: Future Land Use Map (FLUM) Amendment 2016-L04, adopted by Ordinance on July 19, 2016, changes the Land Use classification of approximately 319 acres (the “Amendment Parcel”) from Rural Land to Low Residential. The Amendment Parcel is part of a larger Parcel (the “Entire Parcel”) of real property consisting of approximately 505 acres. The land use of the portion of the Entire Parcel not within the Amendment Parcel (the “Prior Amendment Parcel”), consisting of approximately 186 acres, was previously changed to Low Density Residential and Medium Density Residential under Future Land Use Map (FLUM) Amendment _____, adopted by Ordinance on _____. The Entire Parcel was also rezoned (Application No. 160506Z) on July 19, 2016, to PUD by Ordinance, and, on October 18, 2016, County approved the Conceptual Plan (the “PUD Plan”) for the Entire Parcel. Development of the Entire Parcel shall satisfy the requirements of all applicable Goals, Objectives and Policies of the Comprehensive Plan; however, the land use and development potential of the Entire Parcel is hereby limited and governed by the following conditions:

1. No lot created within the Entire Parcel shall be less than three (3) acres in size measured exclusive of any right-of-way or access easements (except to the extent such access easements provide access between lots and platted streets, or are designed to permit the use of shared driveways to provide such access).
2. Development of the Entire Parcel may, at the option of the developer, be served by wells and septic systems (i.e., onsite waste treatment and disposal systems), or, by central potable water and central sanitary sewer services.
3. No development on the Entire Parcel shall directly access NW 100th Avenue. (This shall not prohibit indirect access by such development to NW 100th Avenue, e.g. through real property located north of the Amendment Parcel.)

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY, FLORIDA
CIVIL DIVISION

CHARLOTTE C. WEBER, Individually
and as Trustee of the CHARLOTTE C.
WEBER 2001 REVOCABLE TRUST,

Petitioners/Plaintiffs,

v.

GOLDEN OCALA EQUESTRIAN
LAND, LLC

and

MARION COUNTY,
FLORIDA

Respondents/Defendants.
_____ /

CASE NO.:

COUNT VII IS A PETITION
FILED PURSUANT TO
FLORIDA RULE OF
APPELLATE PROCEDURE
9.100(f)

EXHIBIT F

TO

**COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF
AND PETITION FOR WRIT OF CERTIORARI**

Prepared By

Donald R. DeLuca, Esq.
600 Gillam Road
Wilmington, OH 45177

After Recording Return To

Donald R. DeLuca, Esq.
Golden Ocala Equestrian Land, LLC
7290 College Parkway, Ste 400
Fort Myers, FL 33907

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten dollars (\$10.00), and other good and valuable consideration in hand paid to 21069-007-01, LLC, a Florida limited liability company, whose address is 600 Gillam Road, Wilmington, OH 45177 (hereinafter known as the "Grantor") hereby quitclaims to Golden Ocala Equestrian Land, LLC, an Ohio limited liability company whose address is 600 Gillam Road, Wilmington, OH 45177 (hereinafter known as the "Grantee") all the rights, title, interest, and claim in or to the following described real estate, situated in Marion County, Florida to-wit:

The North 1/2 of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 13, Township 15 South, Range 20 East, Marion County, Florida.

[REMAINDER OF THE PAGE INTENTIONALLY BLANK]

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

WITNESSES:

21069-007-01, LLC,
a Florida limited liability company

[Signature]
Witness #1
JEFFREY T. HAVENS

By: *[Signature]*
Ralph L. Roberts, Sr.
Chairman of the Board

[Signature]
Witness #2
Dee Beck
Print Name

STATE OF FLORIDA)
COUNTY OF MARION)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ralph L. Roberts, Sr., as Chairman of the Board of Legal of 21069-007-01, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 25th day of September, 2019.



[Signature]
Notary Public
Emilie-Ane Schaffer
My Commission Expires: 11/19/21

This Deed represents a conveyance of unencumbered real property to the Grantee entity, all of the ownership interests of which are owned by the owners of the Grantor entity in the same proportion that they own their interests in the Grantee entity. Therefore, no documentary excise tax is due.

Prepared By

Donald R. DeLuca, Esq.
600 Gillam Road
Wilmington, OH 45177

After Recording Return To

Donald R. DeLuca, Esq.
Golden Ocala Equestrian Land, LLC
7290 College Parkway, Ste 400
Fort Myers, FL 33907

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten dollars (\$10.00), and other good and valuable consideration in hand paid to 21087-001-02, LLC, a Florida limited liability company, whose address is 600 Gillam Road, Wilmington, OH 45177 (hereinafter known as the "Grantor") hereby quitclaims to Golden Ocala Equestrian Land, LLC, an Ohio limited liability company whose address is 600 Gillam Road, Wilmington, OH 45177 (hereinafter known as the "Grantee") all the rights, title, interest, and claim in or to the following described real estate, situated in Marion County, Florida to-wit:

THE SOUTH 1/4 OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 20 EAST, EXCEPT ROAD RIGHT OF WAY, MARION COUNTY, FLORIDA AND LESS THE PARCEL AS DESCRIBED IN WARRANTY RECORDED IN O.R. BOOK 5312, PAGE 1931 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA.

AND

THE NORTH 1/2 OF THE N.W. 1/4 OF THE N.W. 1/4 OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA.

AND

THE S.W. 1/4 OF THE N.W. 1/4 AND THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE N.W. 1/4 OF THE N.W. 1/4 OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, LESS RIGHT OF WAY AS SHOWN ON PLAT OF THE TOWNSHIP OF MARTEL IN PLAT BOOK "A", PAGES 29 AND 29B OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND EXCEPT COMMENCING AT THE N.W. CORNER OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE S.00°15'58"W., ALONG THE WEST BOUNDARY OF THE N.W. 1/4 OF SAID SECTION 13, 1008.11 FEET TO THE S.W. CORNER OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE N.W. 1/4 OF THE N.W. 1/4; THENCE S.88°01'04"E., ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE N.W. 1/4 OF THE N.W. 1/4 OF SAID

SECTION 13, 547.43 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, S.88°01'04"E., A DISTANCE OF 809.47 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 1/4 OF SAID N.W. 1/4; THENCE S.00°18'15"W., ALONG SAID EAST BOUNDARY, 1608.87 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST HIGHWAY 40 (WIDTH VARIES); THENCE N.88°53'49"W., ALONG SAID NORTH RIGHT OF WAY LINE, 809.20 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, N.00°18'15"E., PARALLEL WITH SAID EAST BOUNDARY, 1621.49 FEET TO THE POINT OF BEGINNING.

AND

THE S.W. 1/4 OF THE S.W. 1/4 AND THE N.E. 1/4 OF THE S.W. 1/4 AND THE S.E. 1/4 OF THE S.W. 1/4 AND THE S.W. 1/4 OF THE S.E. 1/4 LYING IN SECTION 11, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, EXCEPT RIGHT OF WAY FOR N.W. 100TH AVENUE.

[REMAINDER OF THE PAGE INTENTIONALLY BLANK]

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

WITNESSES:

21087-001-02, LLC,
a Florida limited liability company

J. T. Haunigs
Witness #1
JERRY T. Haunigs

By: *R. L. Roberts*
Ralph L. Roberts, Sr.
Chairman of the Board

Dee Beck
Witness #2
Dee Beck
Print Name

STATE OF FLORIDA)
COUNTY OF MARION)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ralph L. Roberts, Sr., as Chairman of the Board of Legal of 21087-001-02, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 25th day of September, 2019.



Emilie-Anne Schaffer
Notary Public
Emilie-Anne Schaffer
My Commission Expires: 11/19/21

This Deed represents a conveyance of unencumbered real property to the Grantee entity, all of the ownership interests of which are owned by the owners of the Grantor entity in the same proportion that they own their interests in the Grantee entity. Therefore, no documentary excise tax is due.

Prepared By
Donald R. DeLuca, Esq.
600 Gillam Road
Wilmington, OH 45177

After Recording Return To
Donald R. DeLuca, Esq.
Golden Ocala Equestrian Land, LLC
7290 College Parkway, Ste 400
Fort Myers, FL 33907

CORRECTIVE QUIT CLAIM DEED

THIS CORRECTIVE QUIT CLAIM DEED IS TO CORRECT THE TITLE OF THE SIGNATORY OF THE GRANTOR AS RECORDED IN OR BOOK 7051 PAGE 705-706, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten dollars (\$10.00), and other good and valuable consideration in hand paid to 21069-007-01, LLC, a Florida limited liability company, whose address is 600 Gillam Road, Wilmington, OH 45177 (hereinafter known as the "Grantor") hereby quitclaims to Golden Ocala Equestrian Land, LLC, an Ohio limited liability company whose address is 600 Gillam Road, Wilmington, OH 45177 (hereinafter known as the "Grantee") all the rights, title, interest, and claim in or to the following described real estate, situated in Marion County, Florida to-wit:

The North 1/2 of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 13, Township 15 South, Range 20 East, Marion County, Florida.

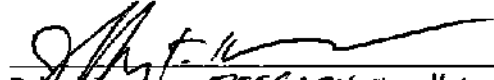
[REMAINDER OF THE PAGE INTENTIONALLY BLANK]

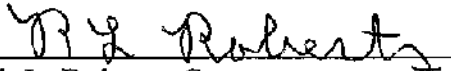
Page 1 of 2

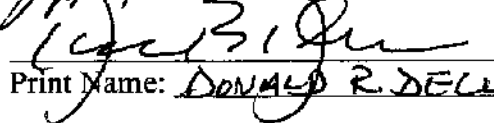
To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

WITNESSES:

21069-007-01, LLC,
a Florida limited liability company


Print Name: JEFFREY T. HAVENS

By: 
Ralph L. Roberts, Sr.
President and CEO of the Executive
Committee

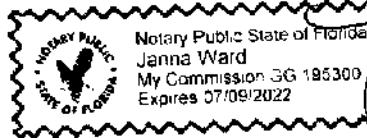

Print Name: DONALD R. DELUCA

STATE OF FLORIDA)
COUNTY OF MARION)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ralph L. Roberts, Sr., as President and CEO of the Executive Committee of 21069-007-01, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day in my physical presence and not by online notarization that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 22 day of January, 2021.

(SEAL)


Notary Public State of Florida
Janna Ward
My Commission BG 195300
Expires 07/09/2022
Print Name: Janna Ward
My Commission Expires: 7-9-22

This Deed represents a conveyance of unencumbered real property to the Grantee entity, all of the ownership interests of which are owned by the owners of the Grantor entity in the same proportion that they own their interests in the Grantee entity. Therefore, no documentary excise tax is due.

Prepared By and Return To:
Donald R. DeLuca, Esq.
Golden Ocala Equestrian Land, LLC
7290 College Parkway, Ste 400
Fort Myers, FL 33907

CORRECTIVE QUIT CLAIM DEED

THIS CORRECTIVE QUIT CLAIM DEED IS TO CORRECT THE TITLE OF THE SIGNATORY OF THE GRANTOR AS RECORDED IN OR BK 7051 PG 709, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten dollars (\$10.00), and other good and valuable consideration in hand paid to 21087-001-02, LLC, a Ohio limited liability company, whose address is 600 Gillam Road, Wilmington, OH 45177 (hereinafter known as the "Grantor") hereby quitclaims to Golden Ocala Equestrian Land, LLC, an Ohio limited liability company whose address is 600 Gillam Road, Wilmington, OH 45177 (hereinafter known as the "Grantee") all the rights, title, interest, and claim in or to the following described real estate, situated in Marion County, Florida to-wit:

THE SOUTH 1/4 OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 20 EAST, EXCEPT ROAD RIGHT OF WAY, MARION COUNTY, FLORIDA AND LESS THE PARCEL AS DESCRIBED IN WARRANTY RECORDED IN O.R. BOOK 5312, PAGE 1931 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA.

AND

THE NORTH 1/2 OF THE N.W. 1/4 OF THE N.W. 1/4 OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA.

AND

THE S.W. 1/4 OF THE N.W. 1/4 AND THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE N.W. 1/4 OF THE N.W. 1/4 OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA. LESS RIGHT OF WAY AS SHOWN ON PLAT OF THE TOWNSITE OF MARTEL IN PLAT BOOK "A", PAGES 29 AND 29B OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND EXCEPT: COMMENCING AT THE N.W. CORNER OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE S.00°15'58"W., ALONG THE WEST BOUNDARY OF THE N.W. 1/4 OF SAID SECTION 13, 1008.11 FEET TO THE S.W. CORNER OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE N.W. 1/4 OF THE N.W. 1/4; THENCE S.88°01'04"E., ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE N.W. 1/4 OF THE N.W. 1/4 OF SAID

SECTION 13, 547.43 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, S.88°01'04"E., A DISTANCE OF 809.47 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 1/4 OF SAID N.W. 1/4; THENCE S.00°18'15"W., ALONG SAID EAST BOUNDARY, 1608.87 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST HIGHWAY 40 (WIDTH VARIES); THENCE N.88°53'49"W., ALONG SAID NORTH RIGHT OF WAY LINE, 809.20 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, N.00°18'15"E., PARALLEL WITH SAID EAST BOUNDARY, 1621.49 FEET TO THE POINT OF BEGINNING.

AND

THE S.W. 1/4 OF THE S.W. 1/4 AND THE N.E. 1/4 OF THE S.W. 1/4 AND THE S.E. 1/4 OF THE S.W. 1/4 AND THE S.W. 1/4 OF THE S.E. 1/4 LYING IN SECTION 11, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, EXCEPT RIGHT OF WAY FOR N.W. 100TH AVENUE.

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

WITNESSES:

21087-001-02, LLC, an Ohio limited liability company

[Signature]
Print Name: DAVID R. ELLSPERMANN

By: [Signature]
Ralph L. Roberts, Sr., President and CEO of the Executive Committee

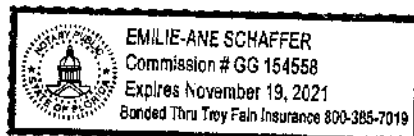
[Signature]
Print Name: JERRY HAUNGS

STATE OF FLORIDA
COUNTY OF MARION

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ralph L. Roberts, Sr., as President and CEO of the Executive Committee of 21087-001-02, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me, in my physical presence and not by online notarization on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 12th day of August, 2020.

(SEAL)



[Signature]
Print Name: Emilie-Ane Schaffer
My Commission Expires: 11/19/2021

This Deed represents a conveyance of unencumbered real property to the Grantee entity, all of the ownership interests of which are owned by the owners of the Grantor entity in the same proportion that they own their interests in the Grantee entity. Therefore, no documentary excise tax is due.