

This instrument prepared by,
and when recorded return to:

Reggie L. Bouthillier, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
106 E. College Avenue, Suite 700
Tallahassee, Florida 32301

-----[SPACE ABOVE THIS LINE FOR RECORDING INFORMATION]-----

**RIGHT-OF-WAY AND SIGNALIZED INTERSECTION IMPROVEMENTS
AGREEMENT**

THIS RIGHT-OF-WAY AND SIGNALIZED INTERSECTION IMPROVEMENTS AGREEMENT (“**Agreement**”) is made as of this 7th day of February, 2023, by and among MARION COUNTY, a political subdivision of the State of Florida (“**County**”), COLEN BUILT DEVELOPMENT, LLC, a Florida limited liability company (“**CBD**”), and ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, whose post office address is 8445 SW 80th Street Road, Ocala, Florida 34481 (“**OTOW**”). The County, CBD and OTOW shall each be referred to herein as a “**Party**” and shall be collectively referred to herein as the “**Parties**.”

RECITALS:

WHEREAS, CBD is the developer of the property specifically described in **Exhibit “1”** attached hereto (“**Calesa Township Property**”); and

WHEREAS, OTOW is the sole owner of Parcel Id. 35300-000-14, located south of SW 38th Street, portions of which may be dedicated as right of way as provided herein;

WHEREAS, the Calesa Township Property is part of the lands vested for development by BLIM 2018-DM05, Marion County Resolution No. 2018-R-507, and was granted approval by the Marion County Board of County Commissioners on June 21, 2020, for the Calesa Township Planned Unit Development (“**Calesa Township Project**”), which is exempt from transportation concurrency as provided by the Vesting Determination issued by the County on March 12, 1993; and

WHEREAS, this Agreement is an impact fee credit agreement within the meaning of Section 10-323, Marion County Code of Ordinances, and, as such, all provisions of this Agreement shall be subject to all applicable laws and ordinances and any inconsistency between this Agreement and applicable laws or ordinances shall be resolved in favor of the applicable law or ordinance; and

WHEREAS, the Parties desire to enter into this Agreement to provide for: (1) construction of a temporary signalized intersection and associated improvements at the SW 67th Avenue Road

-1-



Certified A True Copy
of 21 page document
this 8 day of Feb 2023
GREGORY C. HARRELL
Clerk of Court and Comptroller
By [Signature] D.C.

and SW 38th Street intersection; (2) the expansion of SW 38th Street and construction of a permanent signalized intersection by the County; (3) the dedication of ROW on which the signalized improvements are located and future dedication of ROW for the expansion of SW 38th Street; (4) the provision of impact fee credits for the construction of the temporary signalized intersection and associated improvements at the SW 67th Avenue Road and SW 38th Street intersection, and associated dedicated ROW; and (5) the provision of impact fee credits for the future dedication of ROW for the expansion of SW 38th Street; and

WHEREAS, SW 38th Street is a component of the County's major road network, and the Marion County Transportation Improvement Program (2022-2027) includes the expansion of SW 38th Street to four lanes from SW 80th Avenue to SW 60th Avenue (TPO-075110) using road impact fees; and

WHEREAS, the Temporary Intersection Improvements and Intersection ROW as defined in this Agreement are geographically located within the 38th Street segment to be widened and are in conformity with the capacity improvement associated with project TPO-075110; and

WHEREAS, the impact fee credits granted by this Agreement are consistent with the requirements of Section 10-323 of the County Impact Fee Ordinance, and the Marion County Board of County Commissioners authorized execution of this Agreement on February 7, 2023.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The foregoing Recitals are true and correct and are a material part of this Agreement.

2. **Signalized 38th Street Improvements**. The Parties agree that CBD shall design, engineer, permit, bid and construct a temporary signalized intersection and associated improvements, including stormwater management facility, at the SW 67th Avenue Road and SW 38th Street intersection ("**Temporary Intersection Improvements**"), and that CBD shall receive impact fee credits for the Temporary Intersection Improvements as provided in Section 5 below. The County intends in the future to expand SW 38th Street to a four lane road ("**SW 38th Street Expansion**"). The County agrees that the SW 38th Street Expansion will be designed, permitted and constructed at its expense to include a permanent signalized intersection at SW 38th Street and SW 67th Avenue Road.

(a) **Engineered Design**. The Parties agree that Tillman and Associates Engineering, LLC shall serve as the project engineer ("Project Engineer") for the Temporary Intersection Improvements project. The Temporary Intersection Improvements shall be designed generally consistent with the initial plans which are attached as **Exhibit "2"**. CBD shall prepare and submit to County final engineered plans for approval pursuant to the Marion County Land Development Code within thirty (30) days of the Effective Date of this Agreement and prior to commencing construction. The County shall provide its approval or review comments within thirty (30) days of receipt in accordance with the Marion County Land Development Code and Section 125.022, Florida Statutes.

(b) **Permitting.** CBD shall obtain all permits necessary for the construction of the Temporary Intersection Improvements. County shall cooperate with CBD in connection with the permitting process, and shall issue all required permits within fifteen (15) days of approving the final engineering plans.

(c) **Bid Process.** The Parties agree that CBD shall privately bid and procure competitive bids from no less than three (3) general contractors, each with the appropriate qualifications and experience as determined by CBD, for the construction of the Temporary Intersection Improvements. CBD shall select the successful qualified bid and shall enter into a contract directly with the successful bidder ("Contract"). CBD shall provide a copy of the Contract to the County within sixty (60) days of obtaining all required permits.

(d) **Construction.** CBD shall construct the Temporary Intersection Improvements within one hundred eighty (180) days of providing the Contract to the County, and construction shall be in accordance with the County approved plans, any permits issued by applicable governmental authorities, and the Contract. CBD shall request final inspection upon substantial completion of construction, and the County shall provide a Certification of Completion upon determining that the construction has been substantially completed in accordance with approved plans and permits. Within thirty (30) days after issuance of a Certification of Completion for the Temporary Intersection Improvements, CBD agrees to transfer ownership of the Temporary Intersection Improvements to County through a bill of sale, in the form attached hereto as **Exhibit "3"**. The Temporary Intersection Improvements constructed by CBD shall be warranted for one (1) year from the date of the bill of sale. CBD shall receive impact fee credits for the Temporary Intersection Improvements as provided in Section 5(c) below.

3. **Dedication of Signalized Intersection Right-of-Way.** Within thirty (30) days after issuance of a Certification of Completion for the Temporary Intersection Improvements, OTOW agrees to dedicate to County the area of ROW on which the Temporary Intersection Improvements are constructed ("**Intersection ROW**") by warranty deed in the form attached hereto as **Exhibit "4"**. OTOW shall receive impact fee credits for the Intersection ROW as provided in Section 5(b) below.

4. **Future Dedication of 38th Street Right-of-Way.** At such time when the County is designing the SW 38th Street Expansion, the Parties shall work together to provide for the identification and dedication of ROW, up to but not exceeding sixty (60) feet along the southern boundary of SW 38th Street, necessary to facilitate the SW 38th Street Expansion ("**SW 38th St. ROW**"). The Parties agree to amend this Agreement at that time to provide for OTOWs conveyance of the SW 38th St. ROW by warranty deed in the form attached hereto as **Exhibit "4"**, and provide for the receipt of impact fee credits to OTOW on the same basis as provided for herein. The amended Agreement will also address access points for the Calesa Township Project to and from SW 38th Street.

5. **Impact Fee Credits.**

(a) **Written Impact Fee Credit Agreement.** This Agreement constitutes a "written impact fee credit agreement" pursuant to Section 10-323 of the County Impact Fee Ordinance.

(b) **Intersection ROW Credits.** The County agrees and shall provide OTOW with 100% credit on a dollar-for-dollar basis for the appraised fair market value of the land comprising the Intersection ROW as of the date of the contribution, as reflected in the written appraisal performed by a qualified and professional appraiser acceptable to the County, a copy of which shall be provided to the County, pursuant to Section 10-323(d)(1) of the County Impact Fee Ordinance, and all costs incurred by OTOW for dedication of the Intersection ROW (“**Intersection ROW Credits**”). The County may require submission of an additional appraisal by an appraiser selected by the County, at the expense of OTOW, if the appraisal submitted by the applicant is in excess of the value derived on the basis of the current county property appraiser's assessment multiplied by a factor of 1.50. Such Intersection ROW Credits shall be granted to OTOW upon recording of the warranty deed conveying the Intersection ROW to the County.

(c) **Intersection Improvement Credits.** The County agrees and shall provide CBD with 100% credit on a dollar-for-dollar basis for the actual costs incurred by CBD based upon costs certified by a professional engineer in designing, engineering, permitting, bidding and constructing the Temporary Intersection Improvements (“**Intersection Improvement Credits**”). However, in no event shall any credit be granted for the construction of off-site road improvements in excess of the estimated costs approved by the County unless the construction project is competitively bid, in which case the credit shall be the actual cost or one hundred twenty (120) percent of the bid amounts whichever is less. Such Intersection Improvement Credits shall be granted to CBD upon transfer of ownership of the Temporary Intersection Improvements to County by bill of sale, in the form attached hereto as **Exhibit “3”**, as provided above.

(d) **Application of Impact Fee Credits.** The Intersection ROW Credits and Intersection Improvement Credits (collectively, “**Impact Fee Credits**”) may be applied against the payment of transportation impact fees within the Calesa Township Project imposed by Section 10-322 of the County Impact Fee Ordinance. The County agrees that OTOW and CBD may use the Impact Fee Credits within the Calesa Township Project and On Top of the World DRI, or transfer and assign any portion of the Impact Fee Credits to another developer or builder in the Calesa Township Project or On Top of the World DRI, or any other development located within the same or adjacent impact fee zone as the Calesa Township Project or On Top of the World DRI in accordance with Section 163.31801, *Florida Statutes* (2022). OTOW and CBD shall notify the County in writing upon transfer of any portion of the Impact Fee Credits and the County shall acknowledge the transfer of such Impact Fee Credits.

(e) **Section 10-323(f) Additional Provisions.** In compliance with Section 10-323(f) of the County Impact Fee Ordinance (to the extent such compliance is not evidenced by other provisions of this Agreement), the following provisions shall apply:

(i) The Impact Fee Credits shall expire twenty (20) years from the date this Agreement is recorded in the official records. For purposes of this paragraph, the Impact Fee Credits shall be considered used on a first in, first out, basis by the owner of such Impact Fee Credits. Notwithstanding anything to the contrary contained herein, during any declared state of

emergency, the time period set forth herein shall be extended pursuant to Section 252.363, *Florida Statutes* (2022).

(ii) County finds that the construction or contributions contemplated by this Agreement are consistent with the Comprehensive Plan.

(iii) The Intersection ROW and Temporary Intersection Improvements under this Agreement shall be construed and characterized as work done and property rights acquired by the County for the improvement of a road within the boundaries of a public right of way, and County has control of such construction or contributions (except to the extent they are to be performed by CBD or OTOW hereunder) including whether or not they are subsequently transferred to another governmental entity.

(iv) CBD and OTOW shall keep or provide for the retention of adequate records and supporting documentation which concern or reflect total cost of the Temporary Intersection Improvements. Such information shall be available to County, or its duly authorized agent or representative for audit, inspection or copying for a minimum of 5 years from the termination or expiration of this Agreement.

(v) Each Impact Fee Credit shall run with the land for which the Impact Fee is being assessed and shall be reduced by the entire amount of the impact fee due for each building permit or site plan approval issued thereon until the Calesa Township Project is either completed or all Impact Fee Credits are exhausted or no longer available. Pursuant to Section 163.31801(7), Florida Statutes, if the County increases its Road Impact Fee after the execution of this Agreement, the Impact Fee Credit as referenced in Section (5)(c) of this Agreement shall be applied such that it satisfies the Impact Fee requirement on a per unit or square footage basis in the same manner as if the Impact Fee had not increased.

(vi) The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors in interest to Parties.

(vii) County shall conduct an annual review under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement, and shall, upon request of CBD or OTOW, provide the amount of Impact Fee Credits applied toward payment of impact fees and the balance of available and unused Impact Fee Credits. If County finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by County.

(viii) The failure of this Agreement to address any permit, condition, term or restriction shall not relieve CBD, OTOW, or their respective successors, of the necessity of complying with any law, ordinance, rule or regulation governing such permitting requirements, conditions, terms or restrictions.

(ix) County, CBD and OTOW shall negotiate in good faith to modify or revoke this Agreement as is necessary to comply with relevant state or federal laws, if state or federal laws are enacted after execution of the Agreement which are applicable to and preclude the Parties' compliance with the terms of this Agreement.

(x) This Agreement may be amended or cancelled by mutual consent of the Parties or by their successors in interest.

(xi) CBD or OTOW shall cause this Agreement to be recorded in the Public Records of Marion County, Florida, within 14 days of the Effective Date thereof.

(xii) This Agreement establishes the time frame when the Impact Fee Credits become available.

(xiii) CBD and OTOW shall comply with the risk management guidelines which may be established by the county's risk management department from time to time, including but not limited to insurance and indemnification language acceptable to the County.

6. **Notices.** All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) upon hand delivery; (ii) one (1) Business Day after having been deposited with an expedited, overnight courier service (such as by way of example but not limitation, U.S. Express Mail, Federal Express, or UPS), or (iii) upon delivery of an email transmission with electronic delivery verification to the following addresses:

If to the County at: Marion County
601 SE 25th Ave.
Ocala, FL 34471
Attn: Mounir Bouyounes, County Manager
E-mail: Mounir.Bouyounes@marionfl.org

Courtesy copy to: Marion County
601 SE 25th Ave.
Ocala, FL 34471
Attn: Matthew G. Minter, County Attorney
E-mail: Matthew.Minter@marionfl.org

If to CBD at: Colen Built Development, LLC
8445 S.W. 80th St.
Ocala, FL 34481
Attn: Kenneth D. Colen, President
E-mail: KDColen86@otowfl.com

If to OTOW at: On Top of the World Communities, LLC
8445 S.W. 80th St.
Ocala, FL 34481
Attn: Kenneth D. Colen, President
E-mail: KDColen86@otowfl.com

Courtesy copy:
(CBD and OTOW)

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
106 E. College Ave., Ste. 700
Tallahassee, FL 32301
Attn: Reggie L. Bouthillier, Esq. & Carl Eldred, Esq.
E-mail: rbouthillier@stearnsweaver.com
E-mail: celdred@stearnsweaver.com

The failure by any Party to deliver a courtesy copy as referenced above shall not constitute a default under the terms of this Agreement nor shall it create a defect in any notice which is otherwise properly given. Furthermore, it is agreed that, if any Party hereto is represented by legal counsel, such legal counsel is authorized to deliver written notice directly to the other Party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner hereinabove specified. Any Party hereto may, at any time by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other Parties to whom copies of all notices hereunder shall be sent.

7. **Miscellaneous.**

(a) **Waivers; Amendments.** No provision of this Agreement shall be waived, amended or supplemented except by a written instrument executed by all Parties.

(b) **Rules of Construction.** This Agreement shall be construed and interpreted under the laws of the State of Florida. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms of provisions herein. All references herein to the singular shall include the plural, and vice versa.

(c) **Participation.** Each of the Parties have participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against any of the Parties, and shall be interpreted as if the Parties hereto jointly prepared it.

(d) **Cooperation.** The Parties shall execute in good faith such other and further documents as may be required to effectuate the terms of this Agreement. However, nothing herein shall be interpreted to require the County to take or abstain from taking any regulatory, legislative, or quasi-judicial action.

(e) **Remedies.** In the event of a breach or threatened breach of any Party's obligations under this Agreement, a cause of action shall immediately accrue to the non-breaching Party and such non-breaching Party shall be entitled to pursue all remedies described in this Agreement or provided at law and equity. The Parties further agree that the waiver of a Party's breach or threatened breach of any obligations under this Agreement shall not be construed as a waiver of any subsequent breach by that Party.

(f) **Attorneys' Fees/Venue.** In the event of any dispute, litigation, or other proceeding between the Parties arising out of this Agreement, to enforce any provision of this Agreement, or any right of the Parties hereunder, each Party to such dispute, litigation, or other proceeding shall pay its own attorney fees, costs and expenses incurred in court, at trial, on appeal, and in any other proceeding irrespective of whether a Party prevails in such litigation or proceeding. In the event of litigation, venue shall be in Marion County, Florida. The provisions of this Section shall survive termination of this Agreement.

(g) **Severability.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, at any time or to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Notwithstanding the foregoing, the Parties intend for each term, covenant, condition and provision of this Agreement to be valid and enforced to the fullest extent permitted by law.

(h) **Relationship of the Parties; No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to, or shall, or shall be deemed to, create a joint venture or partnership of any kind between the Parties hereto. Nothing contained in this Agreement is intended to create any rights in third parties.

(i) **Entire Agreement/Modification.** This Agreement constitutes the entire agreement between the Parties hereto and there are no oral or written understandings, representations or commitments of any kind, express or implied, which are not expressly set forth herein. The Agreement may only be modified in writing signed by all Parties.

(j) **Waiver of Jury Trial.** THE PARTIES JOINTLY AND SEVERALLY, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTIONS OF EITHER PARTY.

(k) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

(l) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same instrument.


(m) **Business Day.** A "Business Day" shall mean any day that is not a Saturday, Sunday, or a legal holiday as defined by Section 683.01, Florida Statutes.

(n) **Effective Date.** The "Effective Date" of this Agreement shall be the date that the last of the Parties execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives on the day and year first above written.

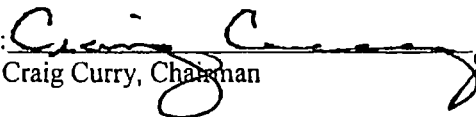
ATTEST:

BOARD OF COUNTY COMMISSION OF
MARION COUNTY, FLORIDA



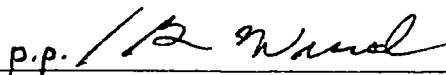
Gregory C. Harrell, Clerk

02/07/2023

By: 

Craig Curry, Chairman

For Use of Marion County Only,
Approved as to Form



Matthew G. Minter
County Attorney

WITNESSES:

COLEN BUILT DEVELOPMENT, LLC,
a Florida limited liability company

Patricia A. Soriano
Print Name: Patricia A. Soriano

By: *Kenneth D. Colen*
Name: Kenneth D. Colen, President
Title: _____

Sandra Malave-Turpin
Print Name: Sandra Malave-Turpin

Date: 02/03/2023

STATE OF FLORIDA
COUNTY OF MIAMI

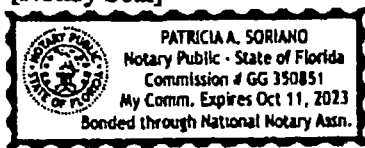
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of February, 2023 by Kenneth D. Colen of COLEN BUILT DEVELOPMENT, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Patricia A. Soriano
Notary Public Patricia A. Soriano

Name printed

My Commission Expires: 10-11-23

[Notary Seal]



WITNESSES:

ON TOP OF THE WORLD COMMUNITIES, LLC, a Florida limited liability company

[Signature]
Print Name: Patricia A. Soriano

By: [Signature]
Name: Kenneth D. Coker, President
Title: _____

[Signature]
Print Name: Sandra Malave-Turpin

Date: 02/03/2023

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of February, 2023, by Kenneth D. Coker of ON TOP OF THE WORLD COMMUNITIES, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public Patricia A. Soriano

Name printed

My Commission Expires: 10-11-23

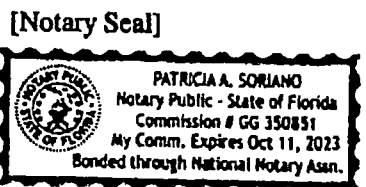


Exhibit "1"

Calesa Township Property Legal Description and Sketch

LEGAL DESCRIPTION:

(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE No. 16112442, AGENT FILE No. 16-525, BEARING AN EFFECTIVE DATE OF NOVEMBER 01, 2016)

THAT PORTION OF CIRCLE SQUARE WOODS, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "P", PAGES 30 THROUGH 103, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING:

THE NORTH ONE-HALF (N 1/2) AND THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 32, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA,

AND

ALL OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA,

AND

THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4-NW1/4), AND THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (N1/2-NE1/4-NW1/4), AND THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SE1/4-NE1/4-NW1/4), AND THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (W1/2-NW1/4-NE1/4), AND THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (W1/2-SW1/4-NW1/4), AND THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (N1/2-SW1/4-NE1/4-NW1/4), OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA,

AND

ALL OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

LESS AND EXCEPT EXISTING ROAD RIGHTS-OF-WAY, AND

LESS AND EXCEPT THAT PORTION OF SAID PARCELS CONVEYED TO MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, RECITED IN OR BOOK 2220, PAGE 122 AND OR BOOK 4274, PAGE 257, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

AND

(PER OFFICIAL RECORDS BOOK 1496, PAGE 1396 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA)

N.E. 1/4 OF THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 21 EAST, SAID LADS SITUATE, LYING AND BEING IN MARION COUNTY, FLORIDA.

****NOTE: THIS IS NOT A SURVEY****
SHEET 1 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

COMPOSITE SKETCH

-OF-

CALESA TOWNSHIP

SECTION 31, TOWNSHIP 15 SOUTH, RANGE 21 EAST
SECTION 32, TOWNSHIP 15 SOUTH, RANGE 21 EAST
SECTIONS 5, TOWNSHIP 16 SOUTH, RANGE 21 EAST
SECTIONS 6, TOWNSHIP 16 SOUTH, RANGE 21 EAST

MARION COUNTY

FLORIDA



JCH
CONSULTING GROUP, INC.

LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 495-1482 FAX (352) 273-8335 www.JCHcg.com
CERTIFICATE OF AUTHORIZATION - L.F. #171

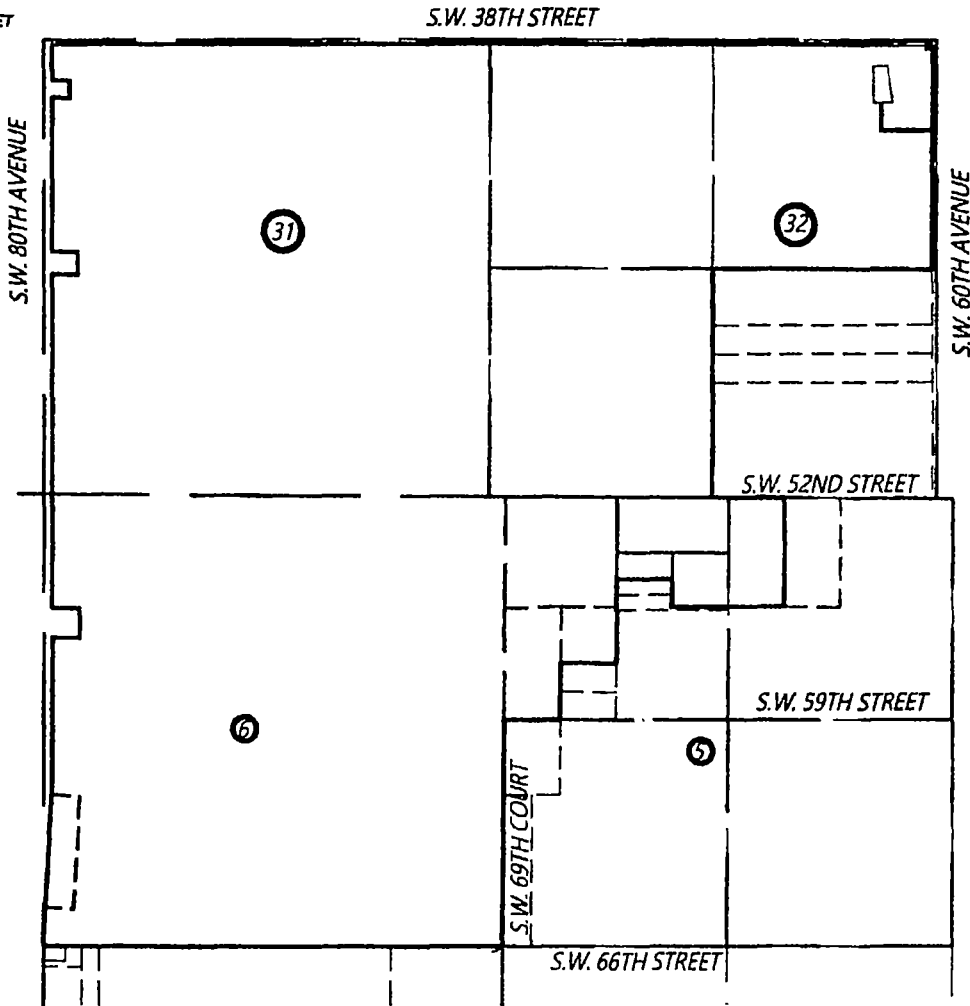
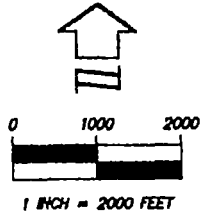
PREPARED FOR:

**COLEN BUILT
DEVELOPMENT, LLC**

DATE: 10/29/2020
SCALE: 1" = 2000'

PROJ: 16451 BND08
DRAWN BY: M.A.
CHECKED BY: C.J.H.

Drawing Name: Z:\Projects\16451_OTDW_Cadass - Ext\Spine_Rd_Road_HWA\DWG\16451_BND08 (Composite Sketch Ext).dwg SHEET 1 Nov 15, 2020 4:11pm by JCH



****NOTE: THIS IS NOT A SURVEY****
SHEET 2 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER.

COMPOSITE SKETCH
 -OF-
CALESA TOWNSHIP

SECTION 31, TOWNSHIP 15 SOUTH, RANGE 21 EAST
 SECTION 32, TOWNSHIP 15 SOUTH, RANGE 21 EAST
 SECTIONS 5, TOWNSHIP 16 SOUTH, RANGE 21 EAST
 SECTIONS 6, TOWNSHIP 16 SOUTH, RANGE 21 EAST

MARION COUNTY FLORIDA



JCH
 CONSULTING GROUP, INC.

LAND DEVELOPMENT • SURVEYING & MAPPING
 PLANNING • ENVIRONMENTAL • G.I.S.
 426 SW 15TH STREET, OCALA, FLORIDA 34471
 PHONE: (352) 405-1442 FAX: (352) 372-8333 WWW.JCHCG.COM
 CERTIFICATE OF AUTHORIZATION - L.H. 6171

PREPARED FOR:
COLEN BUILT
DEVELOPMENT, LLC

DATE: 10/29/2020
 SCALE: 1" = 2000'

PROJ: 16451 BND88
 DRAWN BY: M.A.
 CHECKED BY: C.H.

Drawn by: 2:\Projects\16451 BND88\16451 BND88 (Composite Sketch East).dwg SHEET 2 Nov 16, 2020 4:12pm by JCH

Exhibit "2"

Initial Plans – Temporary Intersection Improvements

MILLMAN & ASSOCIATES
 ENGINEERS, P.L.L.C.
 1720 SW 15TH AVE, SUITE 100, MIAMI, FL 33135
 PHONE (305) 351-0100 FAX (305) 351-0105
 OFFICE OF PROFESSIONAL ENGINEERS

DATE	10/11/11
BY	ML
CHECKED BY	ML
APPROVED BY	ML
SCALE	AS SHOWN

PROPOSED
 PROPOSED
 MARION COUNTY, FLORIDA
 CALUSA TOWNSHIP - ROADWAY EXTENSION 2
 SW 67TH AVE RD & SW 11TH ST
 INTERSECTION EXHIBIT

SHEET NO. 1 OF 1
 NOT VALID UNLESS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER

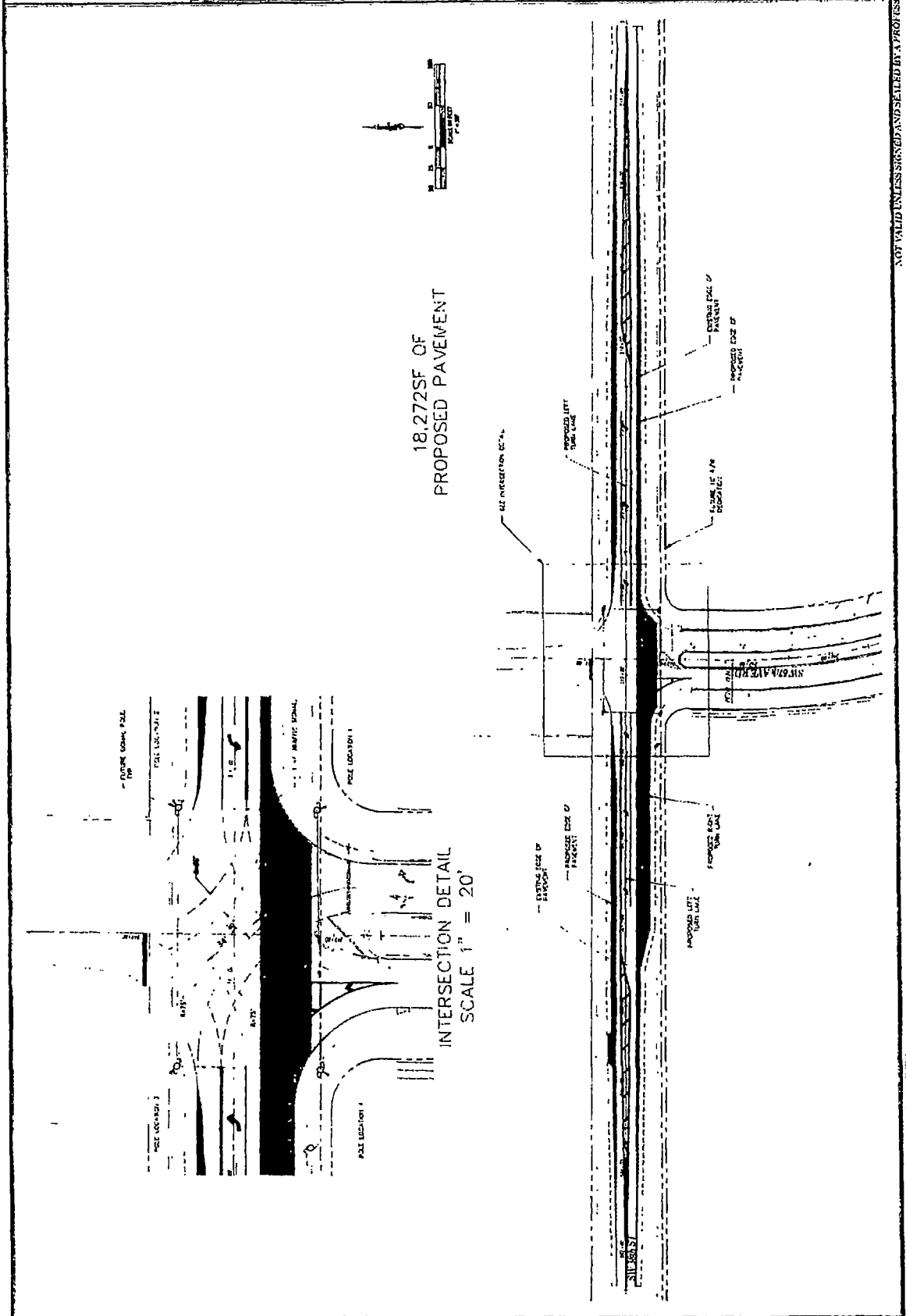


Exhibit "3"

BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **COLEN BUILT DEVELOPMENT, LLC**, a Florida limited liability company ("Seller") does hereby grant, bargain, transfer, sell, assign, convey and deliver to **MARION COUNTY**, a political subdivision of the State of Florida ("Purchaser"), all of its right, title and interest in and to the Purchased Assets identified on the attached "Exhibit A", to have and to hold the same unto Purchaser, its successors and assigns, forever.

Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Purchaser, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Purchaser in order to assign, transfer, set over, convey, assure and confirm unto and vest in Purchaser, its successors and assigns, title to the assets sold, conveyed and transferred by this Bill of Sale.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of _____, 2023.

COLEN BUILT DEVELOPMENT, LLC,
a Florida limited liability company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
(to Exhibit "3")

Exhibit "4"

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Reggie L. Bouthillier
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
106 East College Ave., Ste. 700
Tallahassee, FL 32301

PORTION OF PARCEL ID #: 35300-000-14

WARRANTY DEED

THIS WARRANTY DEED made this ____ day of _____, 2023 by **ON TOP OF THE WORLD COMMUNITIES, L.L.C.**, a Florida limited liability company, hereinafter referred to as Grantor, whether one or more, and whose address is 8445 SW 80th Street, Ocala, FL 34481 to **MARION COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as Grantee, whether one or more, and whose address is 601 SE 25th Ave., Ocala, Florida 34471.

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other valuable considerations, in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described land situate, lying and being in the County of **Marion**, State of Florida to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO taxes accruing subsequent to December 31, 2022.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference shall not operate to reimpose same.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESSES:

GRANTOR:

ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company

Print Name: _____

By: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2023, by _____ as _____ of ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, on behalf of the company, who is () to me personally known, or () who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA
Print Name: _____
My Commission Expires: _____
Commission No.: _____

AFFIX NOTARY STAMP

**EXHIBIT A
(to Exhibit "4")**

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