

**FIRST AMENDMENT  
TO AGREEMENT CONCERNING CONVEYANCE OF RIGHT OF WAY AND RELATED  
MATTERS**

THIS FIRST AMENDMENT TO AGREEMENT CONCERNING CONVEYANCE OF RIGHT OF WAY AND RELATED MATTERS (the “Agreement”) is made and entered into this May 4, 2021 (the “Amendment Effective Date”) between:

- Marion County, Florida, a political subdivision of the State of Florida (“County”);
- The following (individually and collectively, “Seller”): Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company,<sup>1</sup> Equestrian Operations, L.L.C., an Ohio limited liability company, Roberts Development Corporation, an Ohio corporation and R.L.R. Investments, L.L.C., an Ohio limited liability company.

**WHEREAS:**

- A. County and Seller are parties to an Agreement Concerning Conveyance of Right of Way and Related Matters (the “Original Agreement”) with an Effective Date<sup>2</sup> of January 19, 2021.
- B. Subsequent to the Effective Date:
  - 1). The parties discovered scrivener’s errors in the legal descriptions of Fee Simple Parcel 1 and Fee Simple Parcel 5.
  - 2). County determined that it does not need to close on Drainage Easement Parcel 4 and DRA Easement Parcel 1 at the First Closing.
- C. The parties desire to amend the Original Agreement to accommodate the foregoing and as otherwise set forth herein.

IN CONSIDERATION of the mutual covenants, conditions, and agreements set forth below, and other good and valuable consideration passing between Seller and County, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Amended Legal Descriptions.** Exhibit A and Exhibit B to the Original Agreement are amended as set forth in the attached **Exhibit A** and **Exhibit B**, respectively. Such exhibits shall replace Exhibit A and Exhibit B to the Original Agreement.
- 2. **ROW Value.** Paragraph 7 of the Original Agreement is deleted and replaced with the following:
  - 2.1. Generally, The ROW Value represents the portion of the Purchase Price referred to in paragraph 6.1 of the Original Agreement. The Parties have agreed upon the calculation of the ROW Value as set forth in this paragraph 2 of this Amendment.
  - 2.2. Method of Calculation.

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<sup>1</sup> The title commitment indicates that this entity does not own any parcels. Nonetheless, I suggest we leave it in here to keep from having to go through the hassle of deleting it as a party.

<sup>2</sup> All terms capitalized herein and not otherwise defined herein have the same meaning herein as in the Original Agreement.

2.2.1. *Fee Simple Parcels.*

- a. The ROW Value for Fee Simple Parcel 8 is \$310,000.00.
- b. The ROW Value for all other Fee Simple Parcels shall equal \$45,000.00 multiplied by the acreage (calculated to the nearest one-tenth of an acre) for each Fee Simple Parcel. Based upon the legal descriptions set forth in the attached **Exhibit A**, the ROW Value for such other Fee Simple Parcels is \$927,900.00.
- c. Therefore, the ROW Value for all Fee Simple Parcels is \$1,237,900.00.

2.2.2. *Easement Parcels.*

- a. The ROW Value for the Easement Parcels referred to as “Temporary Construction Easements” on the attached **Exhibit B** shall equal \$4,500.00 multiplied by: (a) the acreage (calculated to the nearest one-tenth of an acre) for each such Easement Parcel; and (b) the number of years of the duration of the Temporary Construction Easements. Based upon the legal descriptions set forth in the attached **Exhibit B**, and assuming that the duration of the Temporary Construction Easements will be two (2) years, the ROW Value for such Easement Parcels is \$18,900.00.
- b. The ROW Value for the Easement Parcels referred to as “Drainage Easements” on the attached **Exhibit B** shall equal \$45,000.00 multiplied by the acreage (calculated to the nearest one-tenth of an acre) for each such Easement Parcel. Based on the legal descriptions set forth in the attached **Exhibit B**, the ROW Value for such Easement Parcels is \$72,000.00.
- c. Therefore, the ROW Value for all Easement Parcels is \$90,900.00.

2.2.3. *Total ROW Value.* Therefore, based upon the attached **Exhibits A** and **B**, the ROW Value for the Fee Simple Parcels and Easement Parcels is \$1,328,800.00.

2.3. First Closing.

- 2.3.1. At least one (1) month prior to the First Closing, the Parties shall determine, pursuant to paragraph 2.2 of this Amendment, the ROW Value for the ROW being conveyed at the First Closing.
- 2.3.2. Such agreed ROW Value shall be the basis for the amount of the First Title Policy to be issued after the First Closing pursuant to paragraph 3.1 of this Amendment and the basis for the Credits to be acknowledged by County pursuant to paragraph 8 of the Original Agreement.

2.4. Second Closing.

- 2.4.1. At least one (1) month prior to the Second Closing, the parties shall determine the ROW Value for the ROW being conveyed at the Second Closing.
- 2.4.2. Such ROW Value shall:

- a. Be calculated pursuant to paragraph 2.2 of this Amendment; and
  - b. Be the basis for the amount of the Second Title Commitment to be issued after the Second Closing pursuant to paragraph 7.4.2 of the Original Agreement and the basis for the Credits to be acknowledged by County pursuant to paragraph 8 of the Original Agreement.
- 3. **First Closing Title Matters.** Paragraph 9 of the Original Agreement is deleted and replaced with the following:
  - 3.1. Issuance of Title Insurance First Title Commitment. Within fifteen (15) days after the Amendment Effective Date, Seller shall, at County's expense, obtain and deliver to County a title insurance commitment (the "First Title Commitment") and, within thirty (30) days after the First Closing, a title insurance policy (the "First Title Policy") in an amount equal to the ROW Value. For purposes of the First Title Commitment, the ROW Value shall be 1,328,800.00 (being the ROW Value set forth in paragraph 2.2.3 of this Amendment). For purposes of the First Title Policy, the ROW Value shall be the amount determined pursuant to paragraph 2.3.1 of this Amendment). The First Title Commitment shall be accompanied by legible copies of all documents which it references. The First Title Commitment and the First Title Policy, when issued, shall be issued by Title Insurance Company.
  - 3.2. Permitted Exceptions. The First Title Commitment shall evidence that Seller is vested with fee simple title to the ROW, free and clear of all liens, encumbrances, exceptions, and qualifications whatsoever, except: (1) those that will not interfere with County's construction of the County Transportation Work, as determined by County in its reasonable discretion (the "Permitted Exceptions"); and (2) those which shall be discharged by Seller prior to the First Closing.
  - 3.3. Examination of First Title Commitment by County. County shall have fifteen (15) days after receipt of the First Title Commitment to examine it. If the First Title Commitment fails to meet the requirements of paragraph 3.2 of this Amendment, County shall notify Seller by the end of such time period, specifying the liens, encumbrances, exceptions, qualifications, or other matters listed in the First Title Commitment that are not Permitted Exceptions (any such liens, encumbrances, exceptions, qualifications, or other matters being referred to below as "Title Defects"); County need not object to any matters that must be discharged by Seller at or before the First Closing. If County fails to notify Seller of any Title Defects within the required time period, then County shall be deemed to have accepted the First Title Commitment and the title to the ROW as evidenced thereby.
  - 3.4. Curative Period. Seller shall have two (2) months after notice from County specifying the Title Defects within which to eliminate or cure them. Seller shall use good faith, diligent efforts to timely eliminate or cure the Title Defects, including the bringing of necessary suits. If any title matters arise after the First Title Commitment's effective date and prior to the First Closing that are not contemplated as Permitted Exceptions under this Agreement (other than those that arise based upon actions of County or with the consent of County) and County objects to them by notice to Seller before the First Closing, then such matters shall be treated as Title Defects under this Agreement, and the First Closing may be extended for up to sixty (60) days to allow Seller sufficient time to eliminate or cure such Title Defects. If Seller is not successful in eliminating or curing the Title Defects within the time period provided therefor, County may:

- 3.4.1. Accept the title as it then is, thereby waiving all objections to the Title Defects; or
  - 3.4.2. Demand a return of the Deposit, in which case this Agreement shall be terminated and Seller and County shall be released from all liabilities and obligations under this Agreement, except as to matters which by the terms of this Agreement specifically survive any termination of this Agreement.
- 3.5. First Closing Affidavits. At the First Closing, Seller shall provide all evidence, affidavits, and other documentation reasonably required such that the First Title Commitment (and the First Title Policy when issued) shall not contain the so-called “standard exceptions” for rights of parties in possession, matters of survey, unrecorded easements, and construction liens. The First Title Commitment (and the First Title Policy when issued) will contain an exception for the current year’s taxes and taxes for subsequent years, unless the First Closing takes place in November or December, in which case the exception for taxes shall be for the year following the First Closing and subsequent years.
- 3.6. Deletion of Standard Exceptions. At the First Closing, Seller shall cause the Title Insurance Company to delete from the First Title Commitment, by endorsement or by “marking up” the First Title Commitment, all requirements listed in Part I of Schedule B of the First Title Commitment, the so-called “gap” exception, and the standard exceptions (to the extent described in the paragraph 3.5 of this Amendment).
- 3.7. Manner of Conveyance. Seller shall convey the title to the ROW to County pursuant to the Conveyance Documents as described in paragraph 11.2 of the Original Agreement, subject only to: (a) the current year’s taxes and taxes for subsequent years, unless the First Closing takes place in November or December, in which case the exception for taxes shall be for the year following the First Closing and subsequent years; and (b) the Permitted Exceptions.
- 3.8. Fee Simple Parcel 8. County may, by written notice provided to Seller at least one (1) month before the First Closing, elect to postpone the Closing of Fee Simple Parcel 8 to provide County with sufficient time to revise its plans concerning the Stormwater Management System to be constructed therein, to amend all permits for such Stormwater Management System, to revise the legal description for Fee Simple Parcel 8, and to negotiate an agreement with Seller concerning the conveyance of the revised Fee Simple Parcel 8. If County elects to do so:
  - 3.8.1. The provisions of this Agreement concerning the First Closing shall be deemed amended to delete all matters concerning the conveyance of Fee Simple Parcel 8 at the First Closing; and
  - 3.8.2. The conveyance of Fee Simple Parcel 8 shall take place at the Second Closing (in which event the provisions of this Agreement concerning the Second Closing shall be deemed amended to include the conveyance of Fee Simple Parcel 8), or on such other date as agreed to between Seller and County in an amendment to this Agreement concerning Fee Simple Parcel 8.
- 4. **Survey and Sketch of Description for First Closing.** Paragraph 10 of the Original Agreement is deleted and replaced with the following:
  - 4.1. Sketch of Description.

4.1.1. Prior to the Effective Date, County obtained, and provided to Seller, Sketches of Description (the “First Sketches”) of the ROW to be conveyed at the First Closing.

4.1.2. Improvements.

a. County represents and warrants that, except as set forth in paragraph 4.1.2.b of this Amendment, there are no improvements located within any ROW; a breach of this representation and warranty shall entitle Seller to reserve a perpetual exclusive easement to permit Seller’s improvements to remain within the ROW, with no compensation to be paid by Seller or reduction in Credits due to Seller.

b. Notwithstanding paragraph 4.1.2.a of this Amendment, County has advised Seller that one of Seller’s billboards is located within a portion of the ROW immediately to the north of the Fire Station on 80th Avenue, and that the billboard will need to be relocated in connection with County’s performance of the County Transportation Work or in connection with County later four-laning of 80th Avenue. When County needs to relocate the billboard, it shall do so, at its sole cost and expense, to a new location outside of the ROW selected by Owner in its reasonable discretion and as close to 80th Avenue as is legally permissible, and consistent with all applicable laws and regulations concerning the billboard; this includes obtaining any permit from any Governmental Authority necessary to relocate the billboard. The relocated billboard shall be substantially similar in materials and method of construction as is the existing billboard. The billboard shall be relocated such that the time period during which it is not visible to the public is no more than two (2) weeks.

4.2. First Surveys.

4.2.1. County has obtained surveys (the “First Surveys”) of the ROW to be conveyed at the First Closing. Notwithstanding that the legal descriptions of some of the ROW are different than those set forth in the attached **Exhibit A** and **Exhibit B**, County’s surveyor has advised the parties that the legal descriptions in the attached **Exhibit A** and **Exhibit B** describe the same property as in the surveys, and therefore are to be used at the First Closing. (As set forth in paragraph 10.2 of the Original Agreement, Seller is obligated to obtain a Sketch of Description or survey of the New DRA.)

4.2.2. County has reviewed the First Surveys and determined that there are no Title Defects revealed thereby as would have been within the scope of paragraph 10.2.1 of the Original Agreement.

5. **First Closing.** The First Closing shall take place pursuant to paragraph 11 of the Original Agreement except that paragraph 11.1 of the Original Agreement is deleted and replaced with the following:

5.1. First Closing Date and Place.

5.1.1. Unless otherwise provided in this Agreement, the closing and transfer of title to the ROW based upon the Current Permit (the “First Closing”) shall take place on

a date (the "First Closing Date") chosen by County on at least ten (10) days prior written notice to Seller on or before the date that is the later of: (a) forty-five (45) days after the Amendment Effective Date; or (b) if there are any Title Defects, forty-five (45) days after all Title Defects are cured by Seller under paragraph 3.4 of this Amendment.

5.1.2. The First Closing shall take place at the office of counsel for Seller or other location designated by Agreement of the Parties. Notwithstanding the foregoing, County and Seller will cooperate with each other in closing this transaction through the mail, email overnight courier service or digital means.

6. **Design and Permitting of New DRA.**

6.1. Under paragraph 12 of the Original Agreement, Seller was obligated to design and the New DRA.

6.2. Seller has done so as evidenced by a "Notice of Intended Agency Action," filed under App ID/Permit No.: 820266 / 43044425.001.

6.3. As required by paragraph 12 of the Original Agreement, Seller shall cause a survey of the New DRA and any associated Drainage Easements to be prepared and shall deliver them to County for approval.

7. **Second Closing.** Paragraph 16 of the Original Agreement is deleted and replaced with the following:

7.1. As Seller has obtained the New DRA Permit, the closing and transfer of title to the New DRA Parcel, and other transactions set forth below, pursuant to this Agreement (the "Second Closing") shall take place on a date ("Second Closing Date") that is the later of: (a) the date that Seller cures all Title Defects pursuant to paragraph 9.4 of the Original Agreement (as incorporated by reference pursuant to paragraph 14.2 of the Original Agreement); or (b) one (1) month after Seller obtains the New DRA Permit. At the Second Closing, Seller shall execute and deliver a deed conveying fee simple title to the New DRA Parcel to County.

7.2. The Second Closing shall take place as set forth in all subparagraphs of paragraph 5 of this Amendment, except that all references therein to the First Sketch or First Survey shall be deemed to refer to the New Sketch or New Survey; all references therein to the First Title Commitment shall be deemed to the Second Title Commitment, and all references therein to the First Title Policy shall be deemed to refer to the Second Title Policy.

8. **Ownership of Parcels.** Set forth below the signature line of each entity designated as a Seller hereunder is an indication of which Parcels are owned by such entity.

9. **Signatures by Facsimile or Digital Execution.** It is the intent and Agreement of the parties hereto that the signatures, initials and handwritten or typewritten modifications to this Agreement shall be as legally binding upon the parties if in the form of a facsimile or digital execution (such as scanning and emailing) as if the original signatures, initials, and modifications were present on the documents in the hands of each party. Neither party shall assert the statute of frauds nor unenforceability or invalidity of this Agreement, or any addendum or modification of this

Agreement, because of the use of facsimile or digital copies and not originals in any litigation; both parties simply waive and relinquish any such defense.

10. **Exhibits.**

10.1. All exhibits attached to this Agreement are being incorporated by reference.

10.2. The following exhibits are attached to this Agreement.

10.2.1. **Exhibit A** – ROW - Fee Simple Parcels.

10.2.2. **Exhibit B** – ROW - Easement Parcels.

11. **Effect on Original Agreement.** Except as expressly set forth herein, the Original Agreement is not amended. All references herein to “this Agreement,” or similar phrases shall refer to the Original Agreement as amended hereby.

**THEREFORE**, the parties have executed this Amendment on the day and year first written above.

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SIGNATURES START ON NEXT PAGE**

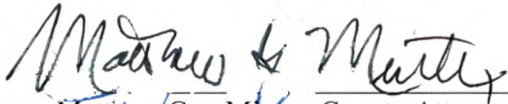
MARION COUNTY, FLORIDA, a political  
subdivision of the State of Florida, by its Board of  
County Commissioners

By:  5/4/2021  
Jeff Gold, Chairman

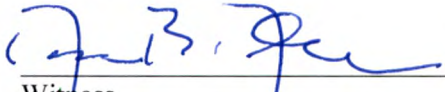
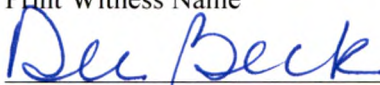
ATTEST:

 5/4/2021  
Gregory C. Marrell, Clerk

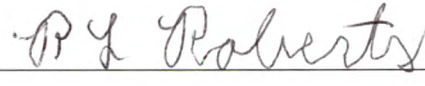
For use and reliance of Marion County only,  
approved as to form and legal sufficiency:

  
Matthew Guy Minter, County Attorney

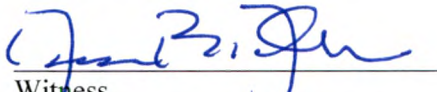
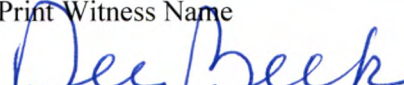


  
Witness  
DONALD R. DELUCA  
Print Witness Name  
  
Witness  
Dee Beck  
Print Witness Name

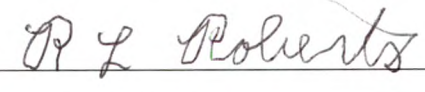
Equestrian Operations, L.L.C., an Ohio limited liability company

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

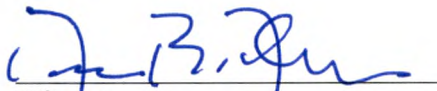
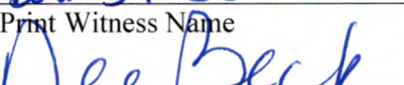
Owner of: No parcels.<sup>3</sup>

  
Witness  
DONALD R. DELUCA  
Print Witness Name  
  
Witness  
Dee Beck  
Print Witness Name

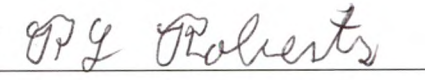
Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company

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

Owner of: Fee Simple Parcel 3, Fee Simple Parcel 5, Fee Simple Parcel 6, Fee Simple Parcel 7, Fee Simple Parcel 8, TCE Easement Parcel 2, TCE Easement Parcel 4, TCE Easement Parcel 5, TCE Easement Parcel 6, Drainage Easement Parcel 2, Drainage Easement Parcel 4 and DRA Easement Parcel 1

  
Witness  
DONALD R. DELUCA  
Print Witness Name  
  
Witness  
Dee Beck  
Print Witness Name

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

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

Owner of: Fee Simple Parcel 1, Fee Simple Parcel 2, TCE Easement Parcel 1, Drainage Easement Parcel 1 and Temporary Access Easement 1

<sup>3</sup> See footnote 1.

*[Signature]*

Witness

DONALD R. DELUCA

Print Witness Name

*[Signature]*

Witness

Dee Beck

Print Witness Name

Roberts Development Corporation, an Ohio corporation

By: *[Signature]*

as Chairman of the Board

Owner of: Fee Simple Parcel 4

**EXHIBIT A**  
**ROW - FEE SIMPLE PARCELS**

**FEE SIMPLE PARCEL 1 (FS1)**

THAT PORTION OF THE FOLLOWING DESCRIBED FALLING WITHIN THE BOUNDARIES OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3228 PAGE 1365, OFFICIAL RECORDS BOOK 3021 PAGE 0172, OFFICIAL RECORDS BOOK 2921 PAGE 0872 AND OR PLAT BOOK 8 PAGES 110-119 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA:

COMMENCE AT THE SE CORNER OF TRACT "E" AS DEPICTED IN PLAT BOOK 8 PAGE 117 OF THE PUBLIC RECORDS OF MARION COUNTY FLORIDA; THENCE PROCEED N00°28'59"E ALONG THE NWLY RIGHT OF WAY OF NW 70TH AVENUE ROAD A DISTANCE OF 11.66 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY N58°38'13"E A DISTANCE OF 670.48 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED, SAID POINT BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NWLY HAVING A CENTRAL ANGLE OF 58°56'16" AND A RADIUS OF 936.00 FEET; THENCE DEPARTING SAID NWLY RIGHT OF WAY PROCEED NELY ALONG THE ARC OF SAID CURVE A DISTANCE OF 962.82 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF N30°00'39"E 920.93 FEET TO THE POINT OF TANGENCY; THENCE N00°32'32"E A DISTANCE OF 891.85 FEET TO THE SWLY RIGHT OF WAY OF U.S. HIGHWAY 27; THENCE PROCEED S77°25'50"E ALONG SAID RIGHT OF WAY A DISTANCE OF 57.98 FEET TO THE WEST RIGHT OF WAY OF NW 70TH AVENUE ROAD; THENCE DEPARTING SAID SWLY RIGHT OF WAY OF U.S. HIGHWAY 27 PROCEED S00°32'32"W ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 1120.09 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NWLY HAVING A CENTRAL ANGLE OF 58°51'28" AND A RADIUS OF 450.00 FEET; THENCE PROCEED SWLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY RIGHT OF WAY OF NW 70TH AVENUE ROAD A DISTANCE OF 462.27 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF S30°00'54"W 442.21 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT OF WAY S59°24'34"W A DISTANCE OF 341.34 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF THE FOREGOING LYING WITHIN THOSE LANDS DESCRIBED IN CR BOOK 3021, PAGE 172, PUBLIC RECORDS, MARION COUNTY, FLORIDA.

**FEE SIMPLE PARCEL 2 (FS2)**

A 120.00 FOOT WIDE EAST/WEST BY 233.00 FOOT LONG NORTH/SOUTH RECTANGULAR PARCEL OF LAND LYING COMPLETELY WITHIN TRACT "F" OF RLR GOLDEN OCALA UNIT NO. THREE AS RECORDED IN PLAT BOOK 8 PAGES 110-119 OF THE PUBLIC RECORDS OF MARION COUNTY FLORIDA, LYING WEST OF AND ADJACENT TO AND ABUTTING THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3021 PAGE 0172 OF THE PUBLIC RECORDS OF MARION COUNTY FLORIDA.

**FEE SIMPLE PARCEL 3 (FS3)**

COMMENCE AT THE NE CORNER OF SECTION 6, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE PROCEED S00°30'05"W ALONG THE EAST BOUNDARY OF SAID SECTION 6 A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY OF NW 35TH STREET; THENCE DEPARTING SAID EAST BOUNDARY PROCEED N89°45'58"W ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 459.05 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT OF WAY PROCEED S59°27'23"W A DISTANCE OF 984.63 FEET TO THE EAST RIGHT OF WAY OF NW 72ND COURT; THENCE N00°32'32"E ALONG SAID EAST RIGHT OF WAY A DISTANCE OF 55.79 FEET TO THE EASTERLY RIGHT OF WAY OF NW 70TH AVENUE ROAD; THENCE DEPARTING SAID EAST RIGHT OF WAY PROCEED N59°26'13"E ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 875.11 FEET TO THE AFORESAID SOUTH RIGHT OF WAY OF NW 35TH STREET; THENCE DEPARTING SAID EASTERLY

RIGHT OF WAY PROCEED S89°45'58"E ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 93.95 FEET TO THE POINT OF BEGINNING.

#### **FEE SIMPLE PARCEL 4 (FS4)**

THAT PORTION OF THE SE 1/4 OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, LYING SOUTHEASTERLY OF THE EXISTING SOUTHEAST RIGHT OF WAY LINE OF NW 70TH AVENUE ROAD, LESS AND EXCEPT THE SOUTH 30.00 FEET AND THE EAST 30.00 FEET FOR ROAD RIGHT OF WAY.

#### **FEE SIMPLE PARCEL 5 (FS5)**

THAT PORTION OF THE FOLLOWING DESCRIPTION LYING WITHIN THE BOUNDARIES OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6783 PAGES 1602-1605 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA:

COMMENCE AT THE NE CORNER OF SECTION 31 TOWNSHIP 14 SOUTH RANGE 21 EAST, MARION COUNTY FLORIDA; THENCE PROCEED ALONG THE NORTH BOUNDARY OF SAID SECTION 31 N89°37'12"W A DISTANCE OF 25.00 FEET TO THE WEST RIGHT OF WAY OF NW HIGHWAY 225A; THENCE DEPARTING SAID NORTH BOUNDARY PROCEED S00°33'24"W ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 2652.68 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NE 1/4 OF SAID SECTION 31; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY S00°31'42"W A DISTANCE OF 755.60 FEET TO THE NORTHERLY RIGHT OF WAY OF U.S. HIGHWAY 27; THENCE DEPARTING SAID WEST RIGHT OF WAY PROCEED S52°45'21"W ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 37.51 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY N77°29'16"W A DISTANCE OF 66.14 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY PROCEED N00°32'31"E A DISTANCE OF 764.68 TO THE AFORESAID SOUTH BOUNDARY OF THE NE 1/4 OF SAID SECTION 31; THENCE N00°33'37"E A DISTANCE OF 260.00 FEET; THENCE S89°34'08"E A DISTANCE OF 18.26 FEET; THENCE N01°04'20"E A DISTANCE OF 642.46 FEET; THENCE N00°33'37"E A DISTANCE OF 1750.20 FEET TO THE AFORESAID NORTH BOUNDARY OF SAID SECTION 31; THENCE S89°37'12"E ALONG SAID NORTH BOUNDARY A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PART OF THE FOREGOING LYING WITHIN THE RIGHT OF WAY OF N.W. 44TH LANE.

#### **FEE SIMPLE PARCEL 6 (FS6)**

COMMENCE AT THE NE CORNER OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE PROCEED N89°37'12"W ALONG THE NORTH BOUNDARY OF SAID SECTION 31 A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°37'12"W ALONG SAID NORTH BOUNDARY A DISTANCE OF 400.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY PROCEED S00°33'37"W PARALLEL WITH THE EAST BOUNDARY OF THE NE 1/4 OF SAID SECTION 31 A DISTANCE OF 840.00 FEET; THENCE S89°37'12"E A DISTANCE OF 400.00 FEET; THENCE N00°33'37"E A DISTANCE OF 840.00 FEET TO THE POINT OF BEGINNING.

#### **FEE SIMPLE PARCEL 7 (FS7)**

THE WEST 400.00 FEET OF THE EAST 495.00 FEET OF THE SOUTH 290.01 FEET OF THE NORTH 1130.01 FEET OF THE NE 1/4 OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

**FEE SIMPLE PARCEL 8 (FS8)**

LOT 9 SHERMAN OAKS. AS PER PLAT THEREOF RECORDED IN PLAT BOOK "S" PAGE 13 OF  
THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

**EXHIBIT B**  
**ROW - EASEMENT PARCELS**

**TCE EASEMENT PARCEL 1 (TCE1)**

A 25 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT LYING WESTERLY OF ADJACENT TO AND ABUTTING THE FOLLOWING DESCRIBED PROPERTY LYING SOUTH OF THE SOUTH BOUNDARY OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3021 PAGE 0172 AND ALSO ABUTTING THE WESTERLY RIGHT OF WAY OF NW 70TH AVENUE ROAD LYING NORTH OF THE POINT OF COMMENCEMENT. LESS ANY PORTION OF SAID EASEMENT LYING WITHIN THE BOUNDARIES OF OFFICIAL RECORDS BOOK 3021 PAGE 0172 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA:

THAT PORTION OF THE FOLLOWING DESCRIBED FALLING WITHIN THE BOUNDARIES OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3228 PAGE 1365, OFFICIAL RECORDS BOOK 3021 PAGE 0172, OFFICIAL RECORDS BOOK 2921 PAGE 0872 AND OR PLAT BOOK 8 PAGES 110-119 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA:

COMMENCE AT THE SE CORNER OF TRACT "E" AS DEPICTED IN PLAT BOOK 8 PAGE 117 OF THE PUBLIC RECORDS OF MARION COUNTY FLORIDA; THENCE PROCEED N00°28'59"E ALONG THE NWLY RIGHT OF WAY OF NW 70TH AVENUE ROAD A DISTANCE OF 11.66 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY N58°38'13"E A DISTANCE OF 670.48 TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED, SAID POINT BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NWLY HAVING A CENTRAL ANGLE OF 58°56'16" AND A RADIUS OF 936.00 FEET; THENCE DEPARTING SAID NWLY RIGHT OF WAY PROCEED NELY ALONG THE ARC OF SAID CURVE A DISTANCE OF 962.82 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF N30°00'39"E 920.93 FEET TO THE POINT OF TANGENCY; THENCE N00°32'32"E A DISTANCE OF 891.85 FEET TO THE SWLY RIGHT OF WAY OF U.S. HIGHWAY 27; THENCE PROCEED S77°25'50"E ALONG SAID RIGHT OF WAY A DISTANCE OF 57.98 FEET TO THE WEST RIGHT OF WAY OF NW 70TH AVENUE ROAD; THENCE DEPARTING SAID SWLY RIGHT OF WAY OF U.S. HIGHWAY 27 PROCEED S00°32'32"W ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 1120.09 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NWLY HAVING A CENTRAL ANGLE OF 58°51'28" AND A RADIUS OF 450.00 FEET; THENCE PROCEED SWLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY RIGHT OF WAY OF NW 70TH AVENUE ROAD A DISTANCE OF 462.27 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF S30°00'54"W 442.21 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT OF WAY S59°24'34"W A DISTANCE OF 341.34 FEET TO THE POINT OF BEGINNING.

**TCE EASEMENT PARCEL 2 (TCE2)**

A 25 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT LYING SOUTHEASTERLY OF ADJACENT TO AND ABUTTING THE FOLLOWING DESCRIBED:

COMMENCE AT THE NE CORNER OF SECTION 6, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE PROCEED S00°30'05"W ALONG THE EAST BOUNDARY OF SAID SECTION 6 A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY OF NW 35TH STREET; THENCE DEPARTING SAID EAST BOUNDARY PROCEED N89°45'58"W ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 459.05 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT OF WAY PROCEED S59°27'23"W A DISTANCE

OF 984.63 FEET TO THE EAST RIGHT OF WAY OF NW 72ND COURT; THENCE N00°32'32"E ALONG SAID EAST RIGHT OF WAY A DISTANCE OF 55.79 FEET TO THE EASTERLY RIGHT OF WAY OF NW 70TH AVENUE ROAD; THENCE DEPARTING SAID EAST RIGHT OF WAY PROCEED N59°26'13"E ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 875.11 FEET TO THE AFORESAID SOUTH RIGHT OF WAY OF NW 35TH STREET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY PROCEED S89°45'58"E ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 93.95 FEET TO THE POINT OF BEGINNING.

### **TCE EASEMENT PARCEL 3 (TCE3)**

[INTENTIONALLY OMITTED]

### **TCE EASEMENT PARCEL 4 (TCE4)**

THE WEST 25.00 FEET OF THE EAST 120.00 FEET OF THE SOUTH 560.10 FEET OF THE NORTH 1750.20 FEET OF THE NE 1/4 OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. LYING NORTH OF THE NORTH RIGHT OF WAY OF NW 44TH LANE.

### **TCE EASEMENT PARCEL 5 (TCE5)**

THE WEST 15.00 FEET OF THE EAST 134.00 FEET OF THE NORTH 642.48 FEET OF THE SOUTH 902.48 FEET OF THE NE 1/4 OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

### **TCE EASEMENT PARCEL 6 (TCE6)**

THE WEST 20.00 FEET OF THE EAST 139.00 FEET OF THE NORTH 764.28 FEET OF THE SE 1/4 OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, LYING NORTH OF THE NORTHERLY RIGHT OF WAY ON U.S. HIGHWAY 27. LESS AND EXCEPT THE NORTH 122.00 FEET THEREOF.

### **DRAINAGE EASEMENT PARCEL 1 (DE1)**

A 20.00 FOOT WIDE DRAINAGE EASEMENT LYING WESTERLY OF, ADJACENT TO AND ABUTTING THE PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING NORTH OF THE NORTH BOUNDARY OF TRACT "G" OF RLR GOLDEN OCALA UNIT NO. THREE AS RECORDED IN PLAT BOOK 8 PAGES 110-116 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

THAT PORTION OF THE FOLLOWING DESCRIBED FALLING WITHIN THE BOUNDARIES OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3228 PAGE 1365, OFFICIAL RECORDS BOOK 3021 PAGE 0172, OFFICIAL RECORDS BOOK 2921 PAGE 0872 AND OR PLAT BOOK 8 PAGES 110-119 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA:

COMMENCE AT THE SE CORNER OF TRACT "E" AS DEPICTED IN PLAT BOOK 8 PAGE 117 OF THE PUBLIC RECORDS OF MARION COUNTY FLORIDA; THENCE PROCEED N00°28'59"E ALONG THE NWLY RIGHT OF WAY OF NW 70TH AVENUE ROAD A DISTANCE OF 11.66 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY N58°38'13"E A DISTANCE OF 670.48 TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED, SAID POINT BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NWLY HAVING A CENTRAL ANGLE OF 58°56'16" AND A RADIUS OF 936.00 FEET; THENCE DEPARTING SAID NWLY RIGHT OF WAY PROCEED NELY ALONG THE ARC OF SAID CURVE A DISTANCE OF 962.82

FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF N30°00'39"E 920.93 FEET TO THE POINT OF TANGENCY; THENCE N00°32'32"E A DISTANCE OF 891.85 FEET TO THE SWLY RIGHT OF WAY OF U.S. HIGHWAY 27; THENCE PROCEED S77°25'50"E ALONG SAID RIGHT OF WAY A DISTANCE OF 57.98 FEET TO THE WEST RIGHT OF WAY OF NW 70TH AVENUE ROAD; THENCE DEPARTING SAID SWLY RIGHT OF WAY OF U.S. HIGHWAY 27 PROCEED S00°32'32"W ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 1120.09 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NWLY HAVING A CENTRAL ANGLE OF 58°51'28" AND A RADIUS OF 450.00 FEET; THENCE PROCEED SWLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY RIGHT OF WAY OF NW 70TH AVENUE ROAD A DISTANCE OF 462.27 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF S30°00'54"W 442.21 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT OF WAY S59°24'34"W A DISTANCE OF 341.34 FEET TO THE POINT OF BEGINNING.

#### **DRAINAGE EASEMENT PARCEL 2 (DE2)**

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE PROCEED N89°34'08"W ALONG THE SOUTH BOUNDARY OF THE NE 1/4 OF SAID SECTION 31 A DISTANCE OF 119.00 FEET TO THE POINT OF BEGINNING; THENCE N00°33'37"E A DISTANCE OF 260.00 FEET; THENCE S89°34'08"E A DISTANCE OF 18.26 FEET; THENCE N01°04'20"E A DISTANCE OF 642.46 FEET TO THE SOUTH RIGHT OF WAY OF NW 44TH LANE; THENCE N89°26'24"W ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 24.00 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY PROCEED S00°33'37"W A DISTANCE OF 642.48 FEET; THENCE N89°34'08"W A DISTANCE OF 23.39 FEET; THENCE S53°17'28"W A DISTANCE OF 127.69 FEET; THENCE S00°33'37"W A DISTANCE OF 239.80 FEET; THENCE S53°52'57"E A DISTANCE OF 111.61 FEET; THENCE S89°34'08"E A DISTANCE OF 34.24 FEET; THENCE N00°32'31"E A DISTANCE OF 122.00 FEET TO THE POINT OF BEGINNING.

#### **DRAINAGE EASEMENT PARCEL 3 (DE3)**

[INTENTIONALLY OMITTED]

#### **DRAINAGE EASEMENT PARCEL 4 (DE4)**

[INTENTIONALLY OMITTED]

#### **DRA EASEMENT PARCEL 1 (DRAE1)**

[INTENTIONALLY OMITTED]

#### **TEMPORARY ACCESS EASEMENT 1 (TAE1)**

A 120.00 FOOT LONG EAST/WEST BY 60.00 FOOT WIDE NORTH/SOUTH RECTANGULAR PARCEL OF LAND LYING COMPLETELY WITHIN TRACT "F" OF RLR GOLDEN Ocala UNIT NO. THREE, AS RECORDED IN PLAT BOOK 8 PAGES 110-119 OF THE PUBLIC RECORDS OF MARION COUNTY FLORIDA, LYING WEST OF, ADJACENT TO, AND ABUTTING TRACT "G" BEING THE WESTERLY EXTENSION OF TRACT "G" SAID TRACT "G" DEPICTED ON THE AFOREMENTIONED RLR GOLDEN Ocala UNIT NO. THREE AS RECORDED IN PLAT BOOK 8 PAGES 110-119 OF THE PUBLIC RECORDS OF MARION COUNTY FLORIDA.