

**Exhibit “3”**

**[Partially Amended and Restated Drainage Easement]**

**Prepared by and return to:**

S. Denay Brown, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
106 E. College Avenue, Suite 720  
Tallahassee, FL 32301

Property Appraiser's Parcel ID (Folio)  
Number(s): 35679+000-00 and portion of 35300-000-16

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**PARTIALLY AMENDED AND RESTATED DRAINAGE EASEMENT**  
**(DRA-1-A)**

THIS PARTIALLY AMENDED AND RESTATED DRAINAGE EASEMENT (“**Drainage Easement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, whose address is 8445 SW 80TH STREET, OCALA, FL 34481 (“**OTOW**”), to and for the benefit of MARION COUNTY, a political subdivision of the State of Florida, whose address is 601 SE 25<sup>th</sup> AVE., OCALA, FLORIDA 34471 (“**County**”). OTOW and County may each be referred to as a “**Party**” and may be collectively referred to herein as the “**Parties**.”

**RECITALS:**

A. The Parties entered into that certain Drainage Easement dated May 28, 2008, and recorded May 28, 2008 in Official Records Book 5042, Page 855, in the Public Records of Marion County, Florida (the “**2008 Easement**”).

B. The 2008 Easement granted the County drainage easements over two areas. The first easement area is described and depicted on pages 1 and 2 of Exhibit A to the 2008 Easement (“**SC-SR200, LLC Easement Area**”). The second easement area is described and depicted on pages 3 and 4 of Exhibit A to the 2008 Easement (“**Existing Easement Area**”).

C. On or about September 25, 2009, SC-SR200, LLC, a Florida limited liability company (“**SC-SR200**”) attempted to amend the 2008 Easement by unilaterally executing and recording the Amendment to Drainage Easement (“**Amendment**”) in Official Records Book 5257, Page 1675, in the Public Records of Marion County, Florida, which Amendment purported to replace Exhibit A of the Easement with a modified SC-SR200, LLC Easement Area and omit the Existing Easement Area entirely. The Amendment had no impact on the Existing Easement Area under the Easement as neither the County nor OTOW were party to the Amendment and SC-SR200 was not the owner of the Existing Easement Area of the time of the Amendment.

D. The Parties desire to ratify, amend, and restate the Easement with regard to the Existing Easement Area.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby amend and restate the Easement with regard to the Existing Easement Area in its entirety as follows:

1. Recitals; Exhibits. The foregoing recitals are true and correct and, together with all Exhibits attached hereto, are incorporated into and form a part of this Easement Agreement. As used herein, the term “**Permittees**” shall mean all tenants, contractors, subcontractors, managers, partners, officers, directors, employees, agents, customers, vendors, guests, licensees, suppliers, visitors, invitees, subtenants, and concessionaires of County, insofar as their activities relate to the use of the Easement Area.

2. Grant of Non-Exclusive Easement. OTOW hereby creates, grants, declares, and conveys to County and its Permittees (collectively, the “**County Parties**”), a perpetual, non-exclusive drainage easement on, over, across, upon, and through the property described on **Exhibit A** attached hereto and incorporated herein by reference (“**Easement Area**”) for the transfer, control, and impounding of stormwater and for the construction, installation, maintenance, repair, replacement, and operation of devices, improvements, or systems related thereto, including but not limited to swales, retention and detention areas, water management areas, ditches, culverts, and impoundments (“**Drainage Improvements**”). It is understood and agreed that the foregoing easement is non-exclusive and OTOW reserves the right for itself, and its respective successors, assigns, and designated users, to utilize the Easement Area for any purpose not inconsistent with the uses granted to County hereunder. County acknowledges that a portion of the multi-modal path which runs adjacent to SW 80<sup>th</sup> Avenue (“**Multi-Modal Path**”) lies within the Easement Area. County agrees that the existence of the Multi-Modal Path within the Easement Area is not inconsistent with the uses granted to the County hereunder and County shall not damage or remove the Multi-Modal Path in exercising the rights granted hereunder. Notwithstanding the foregoing, in the event the Multi-Modal Path is damaged or removed as part of the County’s construction activities hereunder, the County shall promptly repair and restore the Multi-Modal Path to the condition that existed prior to such damage or removal.

3. Easement Area Capacity and Allocation of Same. The Drainage Improvements shall be constructed to provide a maximum runoff capacity in an amount not to exceed 9.73 acre-feet, of which the County’s allocation is 6.38 acre-feet (“**County Capacity**”). County shall not cause or permit the Drainage Improvements to be constructed to receive or cause or permit the Drainage Improvements to actually receive more than the County Capacity. Pursuant to Paragraph 4, OTOW may, at any time, relocate, alter, or modify the Drainage Improvements and/or enlarge the Easement Area to provide additional capacity for use by OTOW. The parties shall thereafter share the overall capacity proportionately.

4. Location of Easement Area. Notwithstanding the location of the Easement Area as described or depicted on **Exhibit A**, OTOW hereby reserves unto itself, and its successors and assigns, the right to relocate, alter, or modify the Easement Area and/or Drainage Improvements, so long as such relocation, alteration, or modification does not reduce the County Capacity and the cost of relocation, alteration, or modification is paid by OTOW. In the event OTOW desires to

relocate, modify, and/or alter the location of the Easement Area, OTOW shall provide 30-days' notice to County prior to permit application and shall obtain the required County permit. At any time following obtaining such permit, OTOW shall have the right to unilaterally execute and record an amendment to this Easement Agreement in the Public Records of Marion County, Florida, providing a new sketch and legal description depicting and describing the Easement Area as relocated, altered, or modified. Said modification shall be binding upon the County notwithstanding their lack of execution thereof. Notwithstanding the foregoing, if requested by OTOW, County shall promptly execute and deliver any documents requested confirming the modification of this Easement Agreement and the relocation, alteration, or modification of the Easement Area.

5. Construction, Repair, and Maintenance Obligations.

- (a) The Drainage Improvements shall be constructed by County in a good and workmanlike manner and in accordance with the specifications set forth herein, all applicable governmental permits and approvals, including, without limitation, any approvals or permits issued by the Southwest Florida Water Management District ("**SWFWMD**") or the County. All such construction of the Drainage Improvements shall be at County's sole cost and expense. County shall take all reasonable steps to ensure against any damage to the Easement Area, including, without limitation, damage to any improvements located on the Easement Area. Notwithstanding the foregoing, in the event OTOW desires to construct the Drainage Improvements in the Easement Area prior to the County doing so, OTOW may, but shall not be obligated to, construct the Drainage Improvements and the County shall reimburse OTOW for its costs incurred associated with constructing the Drainage Improvements within forty-five (45) days of OTOW's written demand therefore. OTOW shall coordinate the construction of the Drainage Improvements with the County to ensure that work and materials are not duplicated and to maximize efficiency.
- (b) Depending on the construction entity as appropriate, the County or OTOW shall file the proper "Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" with the SWFWMD to formally transfer operation and maintenance responsibility to a home owners' association, property owners' association, community development district, or other similar entity. Upon acceptance of the Drainage Improvements by OTOW, all such maintenance and repair of the Drainage Improvements shall be at OTOW's sole cost and expense in accordance with the specifications set forth herein, all applicable governmental permits and approvals, including, without limitation, any approvals or permits issued by SWFWMD or the County. OTOW shall be solely responsible for maintaining all of the Drainage Improvements, including but not limited to all outfalls, drains, pipes, or similar materials located within the Easement Area. OTOW shall be solely responsible for all maintenance, including routine maintenance (such as mowing), repairs, and any immediate and/or corrective actions required in response to sudden and substantial malfunction, collapse (such as a sinkhole), or other failure resulting in significant flooding, property damage, or environmental harm (a "**Catastrophic Failure**"). If OTOW fails to maintain the Drainage Improvements and does not cure such failure within thirty (30) days of

written notice from the County, the County may, at its discretion, perform the necessary maintenance or repairs at OTOW's expense.

6. Reservation of Rights. OTOW hereby reserves unto itself, and its successors and assigns, its employees, guests and invitees, all rights accruing from its ownership of the Easement Area, including, without limitation, the right to landscape the Easement Area or engage in or permit, invite or grant to others the right to engage in any and all uses of the Easement Area, which does not unreasonably interfere with the rights granted herein.

7. Environmental Indemnity. For so long as County is responsible for the construction of the Drainage Improvements pursuant to Paragraph 5, County shall indemnify, defend, protect, and hold OTOW and OTOW's officers, shareholders, members, directors, partners, agents, attorneys and employees (collectively "OTOW Parties") harmless from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, that arise out of or relate in any way to any use, storage, transfer, generation, disposal, or discharge of Hazardous Materials in connection with the use of the Easement Area by the County Parties. As used in this Easement Agreement, "Hazardous Materials" means:

- (a) All substances, wastes, pollutants, contaminants, and materials now or hereafter regulated, or defined or designated as hazardous, extremely or imminently hazardous, dangerous, or toxic, under the following federal statutes and their state counterparts, as well as these statutes' implementing regulations: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. '9601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. '136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. '2011 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. '5101 et seq.;
- (b) Any additional hazardous substances or materials that are now or become defined as "hazardous substances," "hazardous waste," "toxic substances," or "toxic waste" under any other federal law or under any state, county, municipal, or other law applicable to the Easement Area or under any regulations promulgated under any such law;
- (c) Petroleum and petroleum products including crude oil and any fractions thereof;
- (d) Asbestos; and
- (e) Natural gas, synthetic gas, and any mixtures thereof.

The Parties herein will not cause or give permission for any Hazardous Materials to be used, placed, misused or disposed of upon, above, under, or transported to or from the Easement Area in violation of any applicable law. This section shall survive the termination of this Easement Agreement.

8. OTOW's Self Help Remedy. If County fails to perform any obligation set forth in this Easement Agreement and fails to cure the non-performance of the obligation within thirty (30) calendar days after receiving written notice from OTOW (however, no notice to County shall be required in an emergency), OTOW shall have the right, but not the obligation, to perform the obligation and be reimbursed for the cost of that performance by County within thirty (30) days

after receipt of a written demand thereof by OTOW. This section shall survive the termination of this Easement Agreement.

9. Indemnification by County. County will defend, indemnify and hold OTOW, its successors and assigns, harmless from and against any and all actions, causes of action, claims, demands, liabilities, losses, judgments, costs and expenses whatsoever (including, notwithstanding Paragraph 20 herein, without limitation, reasonable attorneys' fees at trial and appellate levels), arising out of or as a result of the exercise by County (or any individual or entity claiming by, through or under County), of County's rights or obligations hereunder. This section shall survive the termination of this Easement Agreement.

10. No Liens. County shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or other lien or encumbrance against the Easement Area if such lien or encumbrance shall arise in connection with any work or materials related directly or indirectly to the exercise by County (or any individual or entity claiming by, through or under County) of its rights or obligations hereunder. The filing of any such lien shall constitute a default by County under this Easement Agreement. This section shall survive the termination of this Easement Agreement.

11. No Waiver of Immunity. Nothing in this Easement Agreement shall be deemed as a waiver of sovereign immunity or limits of liability of either County, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Easement Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. Insurance Required to be Maintained by County. In connection with the rights granted by OTOW to County hereunder, County agrees to maintain or cause to be maintained in full force and effect comprehensive general liability insurance, including personal injury liability insurance and contractual liability insurance, with a financially responsible insurance company or companies licensed in the State of Florida. Such insurance shall provide for aggregate coverage of not less than One Million Dollars (\$1,000,000.00) for public liability and property damage, naming OTOW as an additional insured. Said policy shall provide for at least thirty (30) days' notice of non-payment of premiums or cancellation.

13. Subrogation. All insurance required by this Easement Agreement shall include provisions denying to the insurer subrogation rights against the other Parties to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each Party to this Easement Agreement waives any rights against the other Party for any damage or consequential losses covered by such policies, against which such person is protected by insurance, but only to the extent of the proceeds actually paid to such person under such policies, whether or not such damage or loss shall have been caused by any acts or omissions of the other parties or its agents, employees, representatives, invitees, guests, successors or assigns.

14. No Public Dedication. This Easement Agreement shall not be construed, expressly or by implication, as a dedication to the public for public use and the Parties may, by mutual agreement, terminate or modify their respective rights and obligations hereunder without the consent of any third party.

15. Governing Law; No Venture: This Easement Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be in Marion County. Nothing contained in this Easement Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between the Parties.

16. Notices. Except as otherwise expressly provided herein, notices may only be delivered by either (i) hand delivery (ii) by certified mail, return receipt requested, or (iii) delivery by overnight delivery service such as UPS or FedEx, to the addressee at the address set forth above, and shall be deemed to have been delivered on the date of receipt of such notice, if hand-delivered, or, if mailed on the date the receipt for which the certified mail is signed by the addressee or its authorized agent or employee, or if sent by overnight delivery service, the day such notice is received. Either Party may change the address for notice to that Party by delivering written notice of such change in the manner provided above, such change to be effective not sooner than three (3) days after the date of notice of change, addressed as provided herein.

17. Entire Agreement. This Easement Agreement contains the entire agreement of the Parties pertaining to the subject matter hereof and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein or in writing.

18. Binding Effect. This Easement Agreement and all conditions, obligations, and covenants granted and created herein shall be deemed covenants running with the land and shall be binding and benefit not only OTOW and County but also their assigns and successors in title.

19. Modification and Waiver. Except as otherwise expressly provided herein, this Easement Agreement may not be amended, waived, or terminated, except by an instrument in writing executed by County and OTOW, which written document shall be recorded in the Public Records of Marion County, Florida. No delay or omission in the exercise of any right accruing upon any default shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver of a breach of, or a default in, any of the terms and conditions of this Easement Agreement by a Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement Agreement.

20. Attorneys' Fees. In the event of any dispute, litigation, or other proceeding between OTOW and County to enforce any of the provisions of this Easement Agreement or any right of either OTOW or County hereunder, each Party to such dispute, litigation, or other proceeding shall pay its own costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings.

21. 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.

22. Estoppel Certificates. OTOW and County, within ten (10) days of its receipt of a written request from the other shall, from time to time, provide the other party a certificate binding upon such Party stating: (a) to the best of the such Party's knowledge, whether any Party to this Easement Agreement is in default or violation of this Easement Agreement and if so identifying such default or violation, and (b) that this Easement Agreement is in full force and effect and identifying any amendments to this Easement Agreement as of the date of such certificate.

23. **WAIVER OF JURY TRIAL. OTOW AND COUNTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS EASEMENT AGREEMENT OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ANY ACTIONS OF EITHER OTOW OR COUNTY, ARISING OUT OF, OR RELATED IN ANY MANNER WITH, THIS EASEMENT AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS EASEMENT AGREEMENT OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS EASEMENT AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR OTOW AND COUNTY TO ENTER INTO THIS EASEMENT AGREEMENT. OTOW AND COUNTY ACKNOWLEDGE THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION WITH COMPETENT COUNSEL.**

24. Severability. If any provision of this Easement Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Easement Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. It is the intention of the Parties that if any such provision is held to be illegal, invalid, or unenforceable, the parties shall negotiate in good faith to add in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal, invalid or unenforceable provision.

25. Construction. The captions and headings in this Easement Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

26. Time is of Essence. OTOW and County acknowledge time is of the essence under this Easement Agreement.

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

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

29. Counterparts. This Easement Agreement may be executed in counterparts. It shall be sufficient that the signatures of the persons required to bind any Party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

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

**WITNESSES:**

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

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

Address of Witness 1:  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

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

Address of Witness 2:  
\_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ of ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name printed

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

**ATTEST:**

**BOARD OF COUNTY COMMISSION OF  
MARION COUNTY, FLORIDA**

\_\_\_\_\_  
Gregory C. Harrell, Clerk

By: \_\_\_\_\_  
Carl Zalak, III, Chairman

For Use of Marion County Only,  
Approved as to Form

  
\_\_\_\_\_  
Matthew G. Minter  
County Attorney

**EXHIBIT A**

**Exhibit A - Page 3 of 4**

**LEGAL DESCRIPTION: S.W. 80TH AVENUE DRAINAGE RETENTION AREA #2 (EASEMENT)**

A PARCEL OF LAND LYING IN A PORTION OF THE LANDS DESCRIBED ("S.W. 80TH AVENUE-100.00 FOOT WIDE PUBLIC RIGHT-OF-WAY") IN OFFICIAL RECORDS BOOK 2220, PAGES 122 THROUGH 125, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN A PORTION OF CIRCLE SQUARE WOODS ACCORDING TO THE PLAT THEREOF AS DESCRIBED IN PLAT BOOK "P", PAGES 30 THROUGH 103, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND ALSO LYING IN SECTION 19, TOWNSHIP 16 SOUTH, RANGE 21 EAST, AND SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 00°27'35" WEST 85.30 FEET, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, TO THE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED S.W. 90TH STREET (A 120.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE NORTH 90°00'00" EAST 183.01 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 07°21'43" WEST 329.93 FEET; THENCE NORTH 82°34'47" WEST 247.49 FEET, ALONG SAID PARALLEL LINE, TO THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF SAID S.W. 80TH AVENUE AND TO A POINT ON A 2560.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS NORTH 79°01'31" WEST; THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF SAID PROPOSED EASTERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°35'32" AN ARC DISTANCE OF 249.87 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID PROPOSED EASTERLY RIGHT-OF-WAY LINE, NORTH 47°56'13" EAST 71.68 FEET, TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID PROPOSED S.W. 90TH STREET; THENCE NORTH 90°00'00" EAST 15.94 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN MARION COUNTY, FLORIDA AND CONTAINING 75415 SQUARE FEET (1.73 ACRES) MORE OR LESS.

**GENERAL NOTES**

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA AS HAVING AN ASSUMED BEARING OF N00°27'35"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. CENTERLINE STATIONING SHOWN ARE PER ON TOP OF THE WORLD ROADWAY CONSTRUCTION PLANS (S.W. 80TH AVE.- PHASE 1) PREPARED BY AMERICAN HERITAGE ENGINEERING OF FLORIDA, INC., PROJECT # 269.06.06.05, LAST UPDATED 11/09/07

**SHEET 1 OF 2**

(SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-8, PURSUANT TO SECTION 472.027, FLORIDA STATUTES

*George D. Gibson, III* 12/14/07  
 GEORGE D. GIBSON, III DATE  
 PROFESSIONAL SURVEYOR &  
 MAPPER LICENSE NUMBER 5830

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

CERTIFICATE OF AUTHORIZATION NO. LB 1221



7651 S.W. HWY 200, SUITE 306  
 OCALA, FLORIDA 34476  
 (352) 291-4930

MARION COUNTY FLORIDA

**S.W. 80TH AVENUE  
 DRAINAGE RETENTION  
 AREA #2 (EASEMENT)**

REV. DATE: 12-13-07  
 DATE: 12-03-07 DRAWN BY: EFL  
 CHECKED BY: GDG

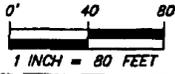
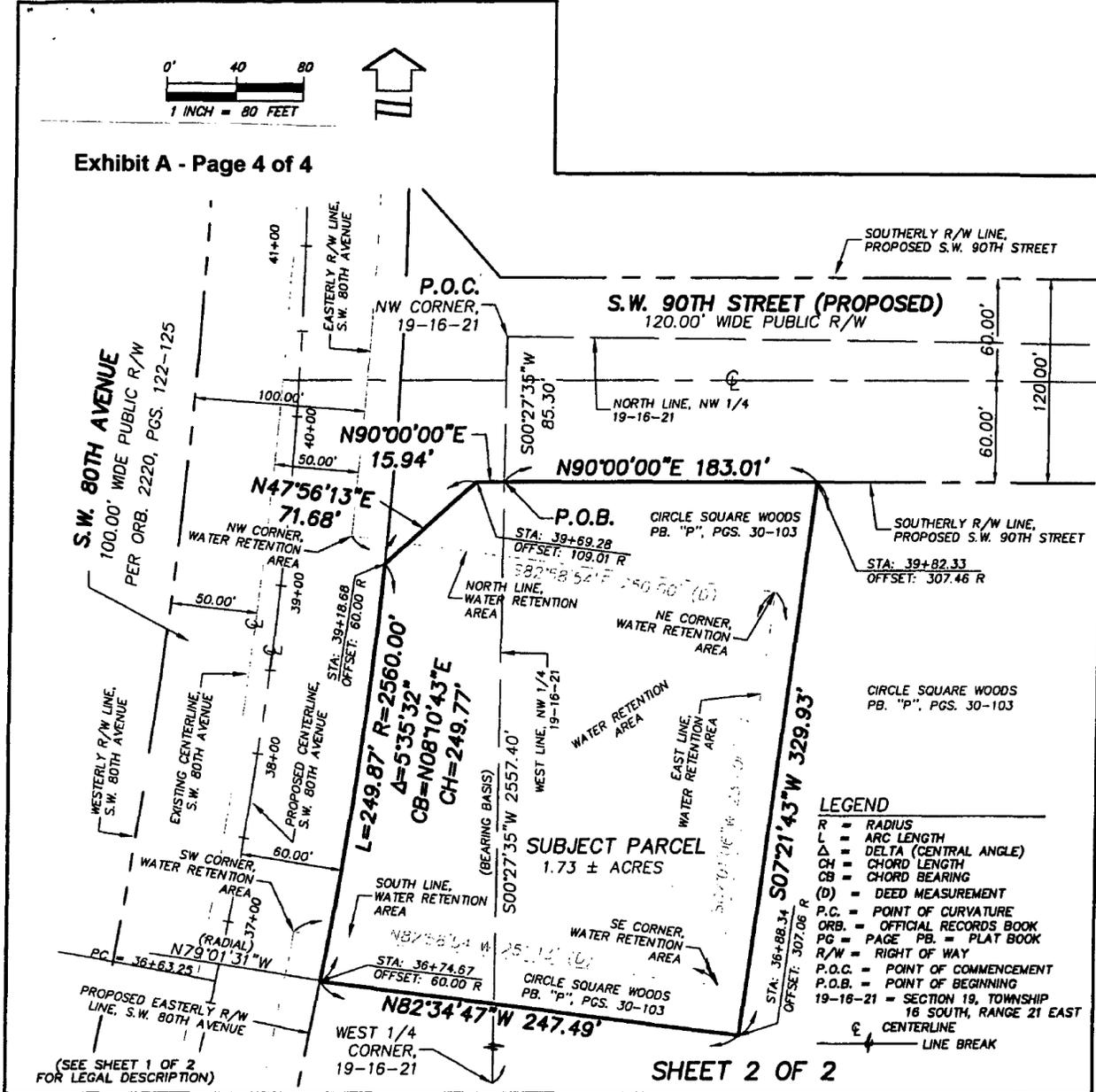


Exhibit A - Page 4 of 4



- LEGEND**
- R = RADIUS
  - L = ARC LENGTH
  - Δ = DELTA (CENTRAL ANGLE)
  - CH = CHORD LENGTH
  - CB = CHORD BEARING
  - (D) = DEED MEASUREMENT
  - P.C. = POINT OF CURVATURE
  - ORB. = OFFICIAL RECORDS BOOK
  - PG. = PAGE PB. = PLAT BOOK
  - R/W = RIGHT OF WAY
  - P.O.C. = POINT OF COMMENCEMENT
  - P.O.B. = POINT OF BEGINNING
  - 19-18-21 = SECTION 19, TOWNSHIP 18 SOUTH, RANGE 21 EAST
  - CL = CENTERLINE
  - ⊥ = LINE BREAK

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

FOR:

**ON TOP OF THE  
WORLD COMMUNITIES,  
INC.**

CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER  
SINGLETON

& ASSOCIATES, INCORPORATED

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

7651 S.W. HWY 200, SUITE 306  
OCALA, FLORIDA 34476  
(352) 291-4930

MARION COUNTY      FLORIDA

S.W. 80TH AVENUE  
DRAINAGE RETENTION  
AREA #2 (EASEMENT)

REV. DATE: 12-13-07  
DATE: 12-03-07      DRAWN BY: EFL  
SCALE: 1"=80'      CHECKED BY: GDG

O:\30T\30T-J1-131 SW 80 AVE DRA PARCEL SKETCHES\IDWG-Land\DT\CALC\_PONDS\dwg\POND2\_WRA2\_REV.dwg, Ebenezer Laing

**SKETCH OF DESCRIPTION FOR:  
MARION COUNTY BOARD OF COUNTY COMMISSIONERS  
SECTION 19, TOWNSHIP 16 SOUTH, RANGE 21 EAST,  
SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST,  
MARION COUNTY, FLORIDA  
" EASEMENT 1 "**

**DESCRIPTION:**

A PORTION OF CIRCLE SQUARE WOODS, AS RECORDED IN PLAT BOOK "P", PAGES 30 THROUGH 103, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTIONS 19, TOWNSHIP 16 SOUTH, RANGE 21 EAST, AND SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE S.89°24'15"E., 183.21 FEET, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE DEPARTING SAID NORTH LINE, S.00°35'45"W., 83.40 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. 90TH STREET (A 120.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE S.90°00'00"E., 43.63 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, S.00°01'28"W., 364.19 FEET; THENCE N.80°26'35"W., 338.38 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF S.W. 80TH AVENUE (A 120.00 FOOT PUBLIC RIGHT-OF-WAY); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: (1) N.11°14'12"E., 1.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,560.00 FEET, A CENTRAL ANGLE OF 00°53'26", AND A CHORD BEARING AND DISTANCE OF N.10°47'29"E., 39.79 FEET; (2) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.79 FEET TO A POINT LYING ON THE SOUTH LINE OF DRAINAGE RETENTION AREA 2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 5402, PAGE 848 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, S.82°34'28"E., 229.82 FEET, ALONG THE SOUTHERLY LINE OF SAID LANDS TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N.07°28'06"E., 235.00 FEET, ALONG THE EAST LINE OF SAID LANDS TO THE NORTHEAST CORNER OF SAID LANDS; THENCE N.00°00'22"E., 64.34 FEET, ALONG THE EAST BOUNDARY OF W.R.A. NO. 2 OF SAID LANDS TO THE NORTHEAST CORNER OF SAID LANDS AND THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF SAID S.W. 90TH STREET; THENCE S.90°00'00"E., 24.05 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.92 ACRES, MORE OR LESS.

**NOTES:**

1. DATE OF SKETCH: JANUARY 24, 2025.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
5. BEARINGS AS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA AS HAVING AN ASSUMED BEARING OF N00°27'35"E.
6. BEARINGS SHOWN HEREON ARE RELATIVE TO WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4871, PAGE 1661 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA
7. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

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

**LEGEND:**

-  LINE BREAK
- R/W RIGHT-OF-WAY
- CONC. CONCRETE
- LS LAND SURVEYOR
- LB LICENSED BUSINESS
- NO. NUMBER
- CL CENTERLINE
- P.C. POINT OF CURVATURE
- P.I. POINT OF INTERSECTION
- L ARC LENGTH
- R RADIUS
- Δ DELTA (CENTRAL ANGLE)
- CB CHORD BEARING
- CH CHORD DISTANCE
- CHANGE IN DIRECTION

**SURVEYOR'S CERTIFICATION:**

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

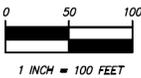
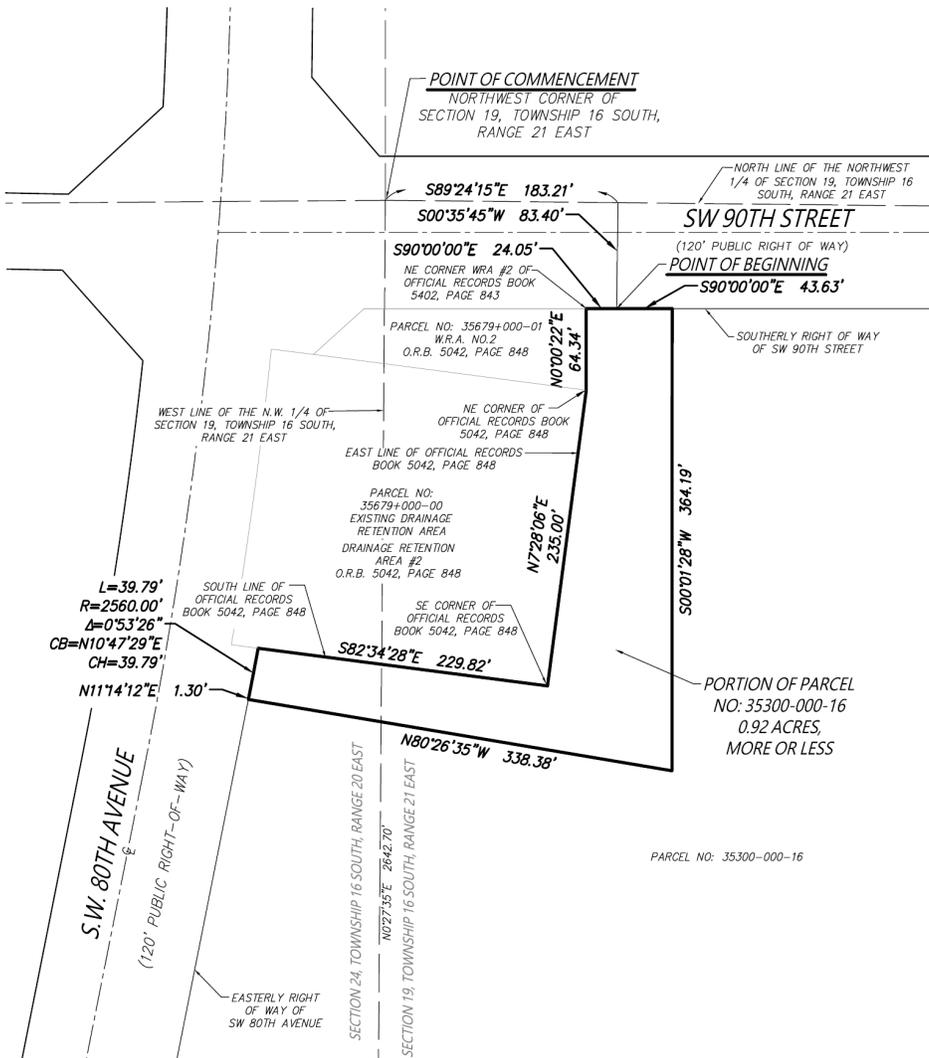
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553  
OF JCH CONSULTING GROUP, INC.

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

Drawing name: Z:\Projects\231215 SW 88th Avenue Segment 1 (SW 90TH S4 to SW 24th S4)\DWG\Sketch\Easements\231215 Easement #1 (041459)R A-3 Remainder.dwg SHEET 1 Feb 07, 2025 1:23pm by Administrator

 <p style="font-size: 2em; font-weight: bold; margin: 0;">JCH</p> <p style="margin: 0;">CONSULTING GROUP, INC.</p> <p style="margin: 0; font-size: 0.8em;">LAND DEVELOPMENT + SURVEYING &amp; MAPPING</p> <p style="margin: 0; font-size: 0.8em;">PLANNING + ENVIRONMENTAL + G.I.S.</p> <p style="margin: 0; font-size: 0.7em;">CERTIFICATE OF AUTHORIZATION NO. 18-001 - CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553</p> <p style="margin: 0; font-size: 0.7em;">426 SW 15TH STREET, OCALA, FLORIDA 34471</p> <p style="margin: 0; font-size: 0.7em;">PHONE (352) 405-1482 www.JCHgroup.com</p>	DRAWN: M.A.	J.O.#231215
	REVISED:	DWG.#231215SK (EASE 1)
	CHECKED: C.J.H.	SHEET 1 OF 2
	APPROVED: C.J.H.	PARCEL 3530-0000-16
	SCALE: ---	COPYRIGHT © JANUARY, 2025

SKETCH OF DESCRIPTION FOR:  
**MARION COUNTY BOARD OF COUNTY COMMISSIONERS**  
**SECTION 19, TOWNSHIP 16 SOUTH, RANGE 21 EAST,**  
**SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST,**  
**MARION COUNTY, FLORIDA**  
**" EASEMENT 1 "**



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

**JCH**  
**CONSULTING GROUP, INC.**  
 LAND DEVELOPMENT • SURVEYING & MAPPING  
 PLANNING + ENVIRONMENTAL + G.I.S.  
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553  
 406 SW 15TH STREET, OCALA, FLORIDA 34471  
 PHONE (352) 465-1482 www.jchgrp.com

DRAWN:	M.A.	J.O.#231215
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APPROVED:	C.J.H.	PARCEL 3530-0000-16
SCALE: 1" = 100'		COPYRIGHT © JANUARY, 2025