

AGREEMENT CONCERNING CONVEYANCE OF RIGHT OF WAY AND RELATED MATTERS

THIS AGREEMENT CONCERNING CONVEYANCE OF RIGHT OF WAY AND RELATED MATTERS (the “Agreement”) is made and entered into this July 21, 2026 (the “Effective Date”) between:

- Marion County, Florida, a political subdivision of the State of Florida (“County”); and
- 49th Street Gateway LLC, a Florida limited liability company (“Owner”).

WHEREAS:

- A. Owner owns the Parent Tract¹, which includes the ROW, located in Marion County, Florida.
- B. County or FDOT is constructing the County Transportation Work in substantial conformance with the County Transportation Plans.
- C. The ROW is necessary for the construction of the County Transportation Work.
- D. Owner intends to develop the Remainder Tract as the Owner Project and, in connection therewith, desires to establish the location of Access Connections.
- E. Owner and County are entering into this Agreement to effect the foregoing and concerning other matters.

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

DEFINITIONS AND BASIC PROVISIONS

1. **Definitions.** In addition to other terms defined in this Agreement, the following terms have the following meanings:
 - 1.1. *Access Connections* – The locations on NW 44th Avenue and NW 49th Street pursuant to which vehicles will be permitted to enter or exit the Owner Project as set forth in greater detail in this Agreement, including median openings and driveways on NW 44th Avenue and NW 49th Street.
 - 1.2. *Closing* – One or more of the following:
 - 1.2.1. *First Closing* – The delivery of Conveyance Documents and other documents pursuant to paragraph 12.
 - 1.2.2. *Second Closing* – The delivery of Conveyance Documents and other documents pursuant to paragraph 15.
 - 1.3. *Closing Date* – One or more of the following:

¹ Terms capitalized in these Whereas paragraphs have the meaning set forth in paragraph 1 below.

- 1.3.1. *First Closing Date* – The date for the First Closing as set forth in paragraph 12.1.1.
- 1.3.2. *Second Closing Date* – The date for the Second Closing as set forth in paragraph 15.1.
- 1.4. *Conveyance Document* – One or more of the documents referred to in paragraph 12.2.
- 1.5. *Conveyance Standards* – The standards and terms for the conveyance of ROW (including conveyances of fee simple title or grants of easements), as set forth on the attached **Exhibit G**.
- 1.6. *County* – Marion County, a political subdivision of the State of Florida.
- 1.7. *County LDC* – The County’s “Land Development Code,” as adopted by County Ordinance No. 13-20, as defined in Section 1.1.1 of such Code, and as the same may be subsequently amended, modified, or supplemented.
- 1.8. *County Transportation Plans* – The Plans for the County Transportation Work prepared by County or a CTW Builder as amended consistent with paragraph 5. Attached hereto as **Exhibit I** is a list of the names of the documents constituting the County Transportation Plans.
- 1.9. *County Transportation Work*² – The improvements to be constructed by County or a CTW Builder consisting of improvements to NW 44th Avenue and to NW 49th Street, and related improvements involving a new interchange at Interstate 75, together with the Turn Lane Improvements other than the Owner Turn Lane Improvements, and any improvements to NW 44th Avenue and NW 49th Street necessary to establish an Access Connection.
- 1.10. *County Transportation Work Builder or CTW Builder* - One or more governmental entities or private parties that, with the consent of County, has prepared or is preparing the County Transportation Plans, or performs County Transportation Work as set forth in greater detail in paragraph 19. As set forth in such paragraph, in the event that a CTW Builder has prepared or prepares the County Transportation Plans, or performs the County Transportation Work, all further references herein to “County” in the context of the County Transportation Plans or County Transportation Work shall be deemed to refer to the CTW Builder.
- 1.11. *Current DRA* – The drainage retention area (“DRA”) that was originally planned by County to be constructed on the Current DRA Parcel pursuant to the Current WMD Permit, and the Stormwater Management Facilities necessary to convey stormwater into such drainage retention area.
- 1.12. *Current DRA Parcel* – The location, as originally planned by County, of the Current DRA as set forth in paragraph 7.1, being ROW Parcels 8001A, 8001B, and 8001C.

² As set forth in this Agreement, the definition of County Transportation Plans and County Transportation Work anticipate that the foregoing may be prepared by County or a CTW Builder, and that the latter may be constructed by County or a CTW Builder. Nonetheless, they are prefaced by the word “County” to avoid having to refer to “County or a CTW Builder.”

- 1.13. *Current WMD Permit* – Permit No. 43046425.001 issued by the Water Management District for the Stormwater Management Facilities to be constructed for the County Transportation Work.
- 1.14. *Easement* – One or more of the easements to be conveyed to County as part of the ROW, being the Drainage Easements and the Temporary Construction Easements. The type and scope of each Easement shall be set forth in the Conveyance Documents.
- 1.15. *Easement Parcels* – As defined in paragraph 3.1.2.
- 1.16. *FDOT* – The Florida Department of Transportation, an agency of the State of Florida, the Governmental Authority which has primary jurisdiction over the design, permitting and operation of state roads and transportation facilities related thereto, or its successor.
- 1.17. *Fee Simple Parcels* – The ROW Parcels to be conveyed to County in fee simple, being ROW Parcel 1001B.
- 1.18. *Governmental Authority* – Any governmental agency, entity, department, commission, or other governmental organization of any nature whatsoever which has regulatory authority over, or must issue approvals or permits for, the construction and operation of any land, roadways, or Stormwater Management Facilities which are subject of this Agreement.
- 1.19. *Month* (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date of the first event. For example, two (2) months after November 15, 2027, is January 15, 2028. If the first date is a day of the month which is not in the subsequent month, the subsequent date will be the last day of such subsequent month. For example, one month after May 31, 2026, is June 30, 2026.
- 1.20. *New DRA* – The drainage retention area to be constructed by Owner in lieu of the Current DRA pursuant to the New DRA Permit, and the related Stormwater Management Facilities necessary to convey stormwater into such new drainage retention area pursuant to the New DRA Permit.
- 1.21. *New DRA Parcel* – The location of the New DRA which will be at the approximate location set forth in the attached **Exhibit C**.
- 1.22. *New DRA Permit* – Environmental Resource Permit with Permit number 43046425.002 issued by the Water Management District for the New DRA.
- 1.23. *Owner Turn Lane Improvements* – The Turn Lane Improvements labeled, and depicted as, *Access Connection A* and *Access Connection B*, on the attached **Exhibit F**. The Owner Turn Lane Improvements may be designed by Owner pursuant to paragraph 4 of this Agreement but County shall not be obligated to construct them as part of the County Transportation Work.
- 1.24. *Parcel* – One or more of the parcels or tracts of real property which are specifically defined, referenced, or described in this Agreement.
- 1.25. *Parent Tract* – The real property described in the attached **Exhibit A**.

- 1.26. *Party or Parties* – As applicable, either Owner or County.
- 1.27. *Permit* – A permit for construction of the County Transportation Work or New DRA.
- 1.28. *Plans* – The plans and specifications for improvements to be constructed by an Owner or County hereunder, as approved by County, FDOT, the Water Management District or any other Governmental Authorities with jurisdiction thereover and from whom approval is required. Such term may be used with reference to the Permit for which the Plans have been approved; for example, “Current County DRA Plans” may refer to the plans and specifications for the construction of the Current DRA pursuant to the Current DRA Permit, and “New County DRA Plans” may refer to the plans and specifications for the construction of the New DRA pursuant to the New DRA Permit.
- 1.29. *Project Engineer* – Engineering firm or firms retained by Owner or County to design, permit, or perform other obligations of Owner hereunder concerning Improvements to be performed by Owner hereunder. As of the Effective Date, Owner has two Project Engineers: Clymer Farner Barley, Inc., a Florida corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation; and County’s Project Engineer is Guerra Development Corp., a Florida corporation. Any Party may hereafter change its Project Engineer by providing written notice of the identity of the new Project Engineer to the other party, together with sufficient information to direct Communications to such new Project Engineer under paragraph 27 of this Agreement.
- 1.30. *Remainder Tract* – The Parent Tract less any ROW.
- 1.31. *ROW* – The real property being conveyed by Owner to County under this Agreement, also including any required easements required to facilitate the construction, modification, repair and operation of the County Transportation Work and New DRA, including related Stormwater Management Facilities, and all required temporary or permanent easements, all as to be set forth in the Conveyance Documents.
- 1.32. *ROW Parcels* – The specific parcel of ROW being conveyed by Owner to County under this Agreement. Attached hereto as **Exhibit B** is a table depicting the ROW Parcels (other than the Turn Lane ROW) and including whether the ROW Parcel is an Easement Parcel or a Fee Simple Parcel.
- 1.33. *Shared DRA* – A Stormwater Management Facility that accommodates stormwater from NW 49th Street and the Remainder Tract.
- 1.34. *Stormwater Management Facilities* – The drainage retention facilities, ditches, swales, underground pipes, drainage structures, or other improvements which constitute the surface water and stormwater management system which provide stormwater management for all public right of way which will be constructed by County pursuant to this Agreement, and, if the Stormwater Management Facilities includes a Shared DRA, for all or a portion of the Parent Tract. The Stormwater Management Facilities shall comply with the design, construction, and operational requirements of the Water Management District, FDOT, and (as applicable) County, and may be designated and constructed to operate as shared facilities.
- 1.35. *Turn Lane Improvements* – The improvements to NW 44th Avenue and NW 49th Street necessary to provide ingress to, and egress from, the Remainder Tract at an Access

Connection. The Turn Lane Improvements may consist of median modifications, left-turn deceleration lanes, or right-turn deceleration lanes on NW 44th Avenue or NW 49th Street; curb openings and a portion of the driveway of the Remainder Tract for traffic entering an Access Connection. See paragraphs 4 and 6 for further details concerning the Turn Lane Improvements.

- 1.36. *Turn Lane ROW* – The parcels or tracts of real property to be dedicated or conveyed by Owner to County for the Turn Lane Improvements pursuant to paragraph 4.2.3.
- 1.37. *Water Management District, WMD or District* – The Southwest Florida Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of surface water and stormwater management systems, and Stormwater Management Facilities, for the ROW and for all County Transportation Work to be constructed or improved under the terms of this Agreement, or its successor.
2. **Conveyance of ROW.** Owner agrees to convey the ROW to County, and County agrees to acquire the ROW from Owner, for the consideration and upon the terms and conditions specified in this Agreement.
3. **ROW.**
 - 3.1. The ROW (other than the Turn Lane ROW), which is the subject of this Agreement, consists of the following:
 - 3.1.1. *Fee Simple Parcels* – The real property described in the attached **Exhibit D**.
 - 3.1.2. *Easement Parcels* – The real property described in the attached **Exhibit E**.
 - 3.2. The descriptions in paragraph 3.1 are based on the County Transportation Plans as of the Effective Date of this Agreement.
 - 3.3. Attached as **Exhibit C** is Owner’s proposed description of the New DRA Parcel. Such location is subject to approval by County prior to the First Closing.
4. **Access Connections and Turn Lane Improvements.**
 - 4.1. Owner shall design the Turn Lane Improvements, including the Owner Turn Lane Improvements if Owner so elects, pursuant to the following procedure:
 - 4.1.1. Owner may retain County’s engineer who prepared the County Transportation Plans – Guerra Development Corp. – to assist Owner in connection with the County design and Construction.
 - 4.1.2. If Owner has not already done so, Owner shall submit to the County proposed plans (the “Proposed Plans”) for the Turn Lane Improvements within three (3) months after the Effective Date of this Agreement.
 - 4.1.3. Within thirty (30) days after Owner submits the Proposed Plans to County, County shall either approve the Plans or provide written notice of any revisions needed.

- 4.1.4. Thereafter, Owner and County shall work together to make any revisions to the Proposed Plans until they are accepted by County. After the Proposed Plans have been approved by County, they shall be deemed part of the County Transportation Plans.
- 4.2. In connection with the County Transportation Work:
 - 4.2.1. County shall provide for the Access Connections for the Owner Project as set forth in the attached **Exhibit F**. Although the Owner Turn Lane Improvements are not part of the County Transportation Work and are not being constructed by County hereunder, by approving this Agreement, the Access Connections for such Turn Lane Improvements are hereby approved by County.
 - 4.2.2. County shall (a) construct the Turn Lane Improvements on NW 49th Street in connection with its construction of the County Transportation Work, and (b) shall construct or cause a CTW Builder to construct pursuant to paragraph 19, the Turn Lane Improvements on NW 44th Avenue for the Turn Lane Improvements described and depicted as *Access Connection C* on the attached **Exhibit F** during the time period for County to construct the County Transportation Work.
 - 4.2.3. In the event that County determines, in its reasonable discretion, that it needs additional ROW on the Property (i.e., the "Turn Lane ROW") to construct the Turn Lane Improvements, Owner shall convey the Turn Lane ROW to County for no additional consideration and pursuant to the Conveyance Standards.
 - a. The parties currently anticipate that the Turn Lane ROW shall be no more than 12 feet in pavement width.
 - b. In furtherance of this paragraph 4.2.3, Owner shall convey to County, for no monetary consideration, sufficient Turn Lane ROW to permit the construction of the "Jughandle" generally depicted on the sketch attached hereto as **Exhibit K**. The parties acknowledge that such sketch is only the current proposal for the Jughandle and that the final plans are being established by FDOT, Owner and County. Such Turn Lane ROW is in addition to Parcel 1001A already acquired by FDOT as set forth in paragraph 18. Such conveyance shall occur within three (3) business days after Owner and County agree upon the description of the Turn Lane ROW.
- 4.3. If Owner designs and permits the Owner Transportation Improvements, any approvals or permits issued by County therefor shall have a duration of five (5) years after the date that County completes the four-laning of NW 49th Street from NW 44th Avenue to NW 80th Avenue, a/k/a NW Highway 225A.

5. Amendment to County Transportation Plans.

- 5.1. As set forth in paragraph 3.2, the descriptions in paragraph 3.1 are based on the County Transportation Plans as of the Effective Date of this Agreement.
- 5.2. As set forth in paragraph 4.1, the County Transportation Plans shall be deemed to be revised to incorporate the Proposed Plans for the Turn Lane Improvements (other than the Owner Turn Lane Improvements) prepared by Owner pursuant to paragraph 4.1.

- 5.3. Following Owner's approval of the revised County Transportation Plans pursuant to paragraph 5.2, the County Transportation Plans may not be amended in a manner that effects the descriptions of the ROW Parcels, the nature of the interests being acquired by County, the Access Connections, the obligations of County hereunder, or the rights and obligations of Owner hereunder, without the express written consent of Owner which may be conditioned or withheld by Owner in its reasonable discretion.
- 5.4. The County shall perform the County Transportation Work in substantial conformity with the County Transportation Plans as amended pursuant to paragraph 5.2 as they relate to the Remainder Tract. If such County Transportation Plans are changed and the project is not built in accordance with the County Transportation Plans as agreed upon by the parties to this Agreement, Owner may sue for additional damages resulting from deviation in plans or construction.³
6. **Schedule for County Transportation Work.** Subject to Force Majeure as set forth in paragraph 28:
- 6.1. No later than February 1, 2027, County shall commence construction of the County Transportation Work.
- 6.2. No later than December 31, 2028, County shall complete construction of: (a) the Turn Lane Improvements set forth in paragraph 4.2.2; and (b) that portion of the County Transportation Work in the vicinity of the Property so that access to the Property is available and the Turn Lane Improvements are functional.
7. **Closings.** As set forth in greater detail below, there may be two Closings as contemplated under this Agreement.
- 7.1. As of the Effective Date, County has obtained the Current WMD Permit which contemplates the that Current DRA shall be located on the Current DRA Parcel which is described in the attached **Exhibit E.**)
- 7.2. Owner has requested that the Current DRA be relocated to the New DRA Parcel being located approximately as set forth on the attached **Exhibit C** and has designed and permitted the New DRA pursuant to paragraph 13 of this Agreement.
- 7.3. Unless Owner and County have agreed upon legal descriptions for the New DRA Parcel and the location of the swales or other conveyance facilities (collectively, the "Conveyance Facilities") to convey Stormwater to the New DRA, Owner shall convey to County Drainage Easements for the Current DRA Parcel (and there will be a Second Closing as set forth in paragraph 7.4 and paragraph 15). If Owner and County have agreed upon such legal descriptions, the County Drainage Easements shall contain such descriptions and there will be no Second Closing.
- 7.4. If a Second Closing is required under paragraph 7.3, at such Second Closing, Owner shall convey new Drainage Easements for the New DRA Parcel to County and County shall terminate the original Drainage Easements on the Current DRA Parcel.

³ See *Central and Southern Florida Control District v. Wye River Farms, Inc.*, 297 So.2d 323 (Fla. 4th DCA 1974), *cert. denied*, 310 So.2d 745 (Fla. 1975)

8. **Consideration.** The consideration (the “Consideration”) under this Agreement consists of the following:
- 8.1. County’s payment to Owner of \$3,343,053.27 calculated as set forth on the attached **Exhibit J.**
- 8.2. County’s obligation to construct the County Transportation Work and provide the Access Connections.
9. **Conveyance Standards.** The conveyance of the ROW at each Closing shall be conducted pursuant to the Conveyance Standards.

FIRST CLOSING

10. **Title.**
- 10.1. If County desires title insurance for the ROW, County shall obtain a title insurance commitment (“Commitment”) for the ROW within forty-five (45) days after the Effective Date. County shall have fifteen (15) days after receipt of the Title Commitment to examine it. If the Title Commitment contains any liens, encumbrances and exceptions whatsoever, County may object to such matters (“Title Defects”); provided, however, County may not object to the following (“Permitted Exceptions”): (1) those that will not interfere with County’s construction of the County Transportation Work as determined by County in its reasonable discretion; and (2) those which should be discharged by Owner prior to the First Closing. If County does not object to any Title Defects within the foregoing time period, it shall be deemed to have accepted them.
- 10.2. Owner shall have two (2) months after notice from County specifying the Title Defects within which to eliminate or cure them. Owner shall use good faith and diligent efforts to timely eliminate or cure the Title Defects, including the bringing of necessary suits. If any title matters arise after the 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 Owner 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 Owner sufficient time to eliminate or cure such Title Defects. If Owner is not successful in eliminating or curing the Title Defects within the time period provided therefor, County may:
- 10.2.1. Accept the title as it then is, thereby waiving all objections to the Title Defects; or
- 10.2.2. Terminate this Agreement whereupon Owner and County shall be released from all liabilities and obligations, except as to matters which by the terms of this Agreement specifically survive any termination of this Agreement. Such termination shall not preclude County from thereafter seeking to acquire the ROW Parcels by eminent domain.
- 10.3. Owner shall convey the title to the ROW to County pursuant to the Conveyance Documents as described in paragraph 12.2, 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.

11. **Surveys for First Closing.** County has obtained surveys (the “Surveys”) of the ROW to be conveyed at the First Closing and accepts the condition of the Property as set forth therein. Owner may not hereafter cause any easements or improvements to be located within the ROW without the express written consent of County.
12. **First Closing.**
 - 12.1. First Closing Date and Place.
 - 12.1.1. Unless otherwise provided in this Agreement, the closing and transfer of title to the ROW at 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 Owner on or before the date that is the later of: (a) ninety (90) days after the Effective Date of this Agreement unless the County elects to close earlier by providing Owner with written notice at least ten (10) days before the Closing Date; or (b) if there are any Title Defects, forty-five (45) days after all Title Defects are cured by Owner under paragraph 10.2.
 - 12.1.2. The First Closing shall take place at the office of counsel for Owner or other location designated by Agreement of the Parties. Notwithstanding the foregoing, County and Owner will cooperate with each other in closing this transaction through the mail, email overnight courier service or digital means.
 - 12.2. Conveyance Documents.
 - 12.2.1. Owner shall prepare all closing documents, including the Conveyance Documents, all affidavits to be executed by either Owner or County, the closing statement, and such other documents as may be reasonably required for the First Closing.
 - 12.2.2. The Conveyance Documents shall consist of the documents listed in the attached **Exhibit H**, as hereafter approved by Owner and County in their reasonable discretion.
 - 12.3. Owner’s Documents. Owner shall deliver or cause to be delivered to County on or before the First Closing Date, at Owner’s sole cost and expense, the following original documents:
 - 12.3.1. The Conveyance Documents properly executed and in recordable form.
 - 12.3.2. A closing statement setting forth all the closing expenses of Owner and County, including closing prorations and adjustments, and setting forth the net cash (if any) due to Owner and the cash required to close on the part of County. Owner shall prepare and deliver such closing statement to County at least ten (10) days before Closing.
 - 12.3.3. Any other documents required by this Agreement, or federal, state, or local laws, ordinances, or regulations, to be delivered by Owner.

12.4. County's Documents. County shall deliver or cause to be delivered to Owner on or before the First Closing Date, at County's sole cost and expense, the following original documents:

12.4.1. If cash is due from County to pay County's expenses under paragraph 12.5.2, a wire transfer of such funds, after the prorations and credits are applied.

12.4.2. The closing statement referred to in paragraph 12.3.2.

12.4.3. Any other documents required under this Agreement, or federal, state, or local laws, ordinances or regulations, to be executed by County.

12.5. Expenses.

12.5.1. Owner's Expenses. Owner shall pay, at or prior to the First Closing, the cost of:

- a. Recording any documents required to cure any Title Defects;
- b. Such other expenses incurred by Owner or necessary to Owner's performance of Owner's obligations under this Agreement, including all professional fees incurred directly by Owner.

12.5.2. County's Expenses. County shall pay, at or prior to the First Closing, the cost of:

- a. Recording the Conveyance Documents, any other instruments of conveyance;
- b. The sketches and any Survey;
- c. Documentary stamp tax with respect to the Conveyance Documents and any other instruments of conveyance if such tax is due notwithstanding paragraph 21.
- d. The Title Commitment and any title insurance policy issued pursuant to the Title Commitment; and
- e. Such other expenses incurred by County or necessary to County's obligations under this Agreement, including all professional fees incurred directly by County.

12.6. Corrections. Any discrepancy resulting from any of the foregoing prorations and adjustments and any other errors or omissions in computing other prorations and adjustments at the First Closing shall be promptly corrected upon notice and demand by either party, which obligations shall survive the First Closing.

NEW DRA PERMIT AND SECOND CLOSING

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

13.1. Owner has obtained the New DRA Permit which has been designed to convey stormwater from NW 49th Street through a swale system to an existing low area on the Remainder Tract (such low area being the New DRA) and to retain the stormwater in such existing

low area. The New DRA shall not require additional construction (except for the swales to be constructed by Owner to convey Stormwater to the New DRA).

- 13.2. County has approved the location of the New DRA and associated Conveyance Facilities as approved by the New DRA Permit.
14. **Title Matters Concerning New DRA Parcel.** The provisions of this paragraph 14 shall apply on in the event there is a Second Closing for the New DRA pursuant to paragraph 7.4.
 - 14.1. Promptly after Owner and County have agreed upon the legal descriptions for the Drainage Easements for the New DRA Parcel, Owner shall, at Owner's expense, obtain a title insurance commitment (the "Title Commitment") for such Drainage Easements.
 - 14.2. The provisions of paragraph 10 shall apply concerning the Title Commitment referred to in paragraph 14.1.
15. **Second Closing.** In the event there is a Second Closing pursuant to paragraph 7.4:
 - 15.1. The Second Closing shall take place on a date ("Second Closing Date") that is the later of: (a) the date that Owner cures all Title Defects pursuant to paragraph 10.2 (as incorporated by reference pursuant to paragraph 14.2); or (b) one (1) month after Owner obtains the New DRA Permit. At the Second Closing, Owner shall execute and deliver Drainage Easements for the New DRA Parcel to County.
 - 15.2. The Second Closing shall take place as set forth in all subparagraphs of paragraph 12 (except 12.1).
16. **Construction of New DRA.** Owner shall construct the New DRA pursuant to the following schedule.
 - 16.1. County shall provide notice to Owner within fifteen (15) days after the date the County commences constructing the County Transportation Work, providing Owner with notice of the date by which the New DRA shall be required to be constructed.
 - 16.2. Owner shall construct the New DRA such that it is completed by the date set forth in the notice provided by County under paragraph 16.1.
17. **Shared DRA.**
 - 17.1. Owner currently anticipates that, in connection with the development of the Remainder Tract, the New DRA will be converted to a Shared DRA which will accommodate stormwater from NW 49th Street and from Owner's development of the Remainder Tract. County consents to Owner amending the New DRA Permit, or obtaining a new permit, (in either event, the "Shared DRA Permit") to accomplish the foregoing.
 - 17.2. The Shared DRA will be an excavated area with a conveyance system to convey stormwater from NW 49th Street into the Shared DRA.
 - 17.3. Owner shall be responsible for all costs and expenses associated with design, permitting and construction of the Shared DRA. After Owner has constructed the Shared DRA, Owner shall not thereafter relocate the Shared DRA without the written consent of County.

- 17.4. Owner shall maintain the Shared DRA at its sole cost and expense except that County shall reimburse Owner for the reasonable cost and expenses associated with repairing the Shared DRA following a sudden and substantial malfunction, collapse (such as a sinkhole) or other failure resulting in significant flooding, property damage, or catastrophic harm, in the percentage equal to the percentage of stormwater that the plans for the Shared DRA Permit anticipate will be conveyed into the Shared DRA from NW 49th Street to the total quantity of stormwater allowed by the Shared DRA Permit to be conveyed into the Shared DRA. By way of clarification and not limitation, County shall have no reimbursement obligation as to any repairs outside of a Shared DRA, such as to other improvements outside of a Shared DRA damaged by a sinkhole within the Shared DRA.

PARCEL 1001A AND CTW BUILDER

18. Special Provisions Concerning Parcel 1001A.

- 18.1. This Agreement originally contemplated the conveyance to County of a parcel designated as "Parcel 1001A." Parcel 1001A was acquired by FDOT in an eminent domain proceeding (the "Condemnation Case") filed by FDOT against Owner in the Circuit Court of Marion County, Florida, Case Number 2025-CA-2145.
- 18.2. As FDOT has acquired title to the Parcel 1001A, this Agreement does not include Parcel 1001A within the definition of Property.
- 18.3. County's obligations under this Agreement, including those concerning the Access Connections and Turn Lane Improvements, shall nonetheless apply.
- 18.4. County shall be responsible for obtaining Parcel 1001A from FDOT (if County desires to own such Parcel).
- 18.5. Owner may pursue its claim for damages, costs and attorneys' fees in the Condemnation Case against FDOT.

19. CTW Builder.

- 19.1. Although this Agreement has been prepared under the assumption that County will perform the County Transportation Work, the parties acknowledge that all or portions of the County Transportation Work, particularly along NW 49th Avenue, may be constructed by a CTW Builder instead of County.
- 19.2. If County determines that the County Transportation Work will be constructed by a CTW Builder instead of County, County shall provide notice thereof to Owner. As a condition of County permitting a CTW Builder to construct the County Transportation Work, County shall require the CTW Builder to acknowledge the rights of Owner under this Agreement and to agree to comply with the obligations of County hereunder concerning the construction of the County Transportation Work. Owner shall be a third-party beneficiary of such acknowledgment and agreement of CTW Builder.
- 19.3. As set forth elsewhere in this Agreement, the County Transportation Plans may have been prepared by a CTW Builder instead of County, and the County Transportation Work may be performed by the CTW Builder, instead of County.

- 19.4. If the CTW Builder seeks to amend the County Transportation Plans, County shall assure that the CTW Builder complies with the procedures for such amendment set forth in paragraph 5.3 including obtaining Owner approval of such amendment.
- 19.5. If the CTW Builder constructs the County Transportation Work, County shall assure that the CTW Builder complies with County's obligations hereunder in connection therewith including concerning the Access Connections and Turn Lane Improvements.

MISCELLANEOUS

20. **Default.**

- 20.1. Owner Default. If Owner fails to perform this Agreement as required hereunder prior to the Closing, County may elect to:

- 20.1.1. Terminate this Agreement; or

- 20.1.2. Pursue a remedy of specific performance against Owner. County may not seek damages against Owner (such right to damages being expressly waived) unless Owner renders County's remedy of specific performance impossible (e.g., by conveying the ROW to a bona fide purchaser or encumbering the ROW with a mortgage or other lien that Owner has refused to discharge at Closing), in which event County may pursue a remedy of damages against Owner.

- 20.2. County's Default. If County fails to perform this Agreement as required hereunder, Owner may elect to:

- 20.2.1. Terminate this Agreement; or

- 20.2.2. Pursue a remedy of specific performance against County. Owner may not seek damages against County (such right to damages being expressly waived) unless (a) County renders Owner's remedy of specific performance impossible (e.g., by failing to appropriate funds necessary to perform its obligations hereunder), or (b) specific performance would not provide Owner with a complete remedy (e.g. if the breach has already occurred and cannot be readily cured); in either of which events Owner may pursue a remedy of damages against County.

- 20.3. Notice of Default. Neither party shall be in default under this Agreement for any matter unless it has failed to cure within fifteen (15) days after written notice of such default is given by the non-defaulting party to the defaulting party. Notwithstanding the preceding sentence, no notice or opportunity to cure need be provided for any failure to Close, and the Closing Date shall not be changed, delayed, postponed or extended by any requirement for notice of default if such default consists of failure to appear at a Closing.

- 21. **Threat of Condemnation.** County is acquiring the ROW under threat of condemnation. Therefore, County does not believe that documentary excise taxes are due at any Closing. In the event that documentary excise taxes are due, they, and any interest or penalties thereon, shall be thereafter paid by County. This paragraph does not affect the value of total compensation and or credits, due to Owner hereunder, nor does it obligate County to pay Owner's professional fees.

- 22. **Real Estate Taxes; Assessments.**

- 22.1. Real estate taxes and assessments shall be prorated for the Fee Simple Parcels at each Closing based on the then current year's taxes and assessments with due allowance for maximum allowable discount or any other applicable exemptions.
- 22.1.1. If any Closing occurs at a date when the current year's millage is not fixed and the current year's assessment is available, taxes and assessments will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, taxes and assessments will be prorated based upon the prior year's tax.
- 22.1.2. As the ROW are currently taxed as part of larger tax parcels, the taxes and assessments shall be considered to be the taxes and assessments for the larger tax parcels multiplied by the quotient obtained by dividing the acreage of the ROW (as determined by the Survey) by the acreage of the larger tax parcels. The value of any improvements on the larger tax parcels shall be disregarded for purposes of the proration.
- 22.2. As an alternative to paragraph 22.1, however, if the County can obtain a "cutout" for the Fee Simple Parcels at the time of a Closing, County shall do so, Owner shall pay the taxes and assessments through the Closing, and the taxes and assessments will not be prorated.
23. **Risk of Loss.** Owner shall bear the risk of loss or damage to the ROW before each Closing. As the parties believe that there are no significant improvements in the ROW, and, in any event, County attributes no value to any improvements located thereon, there shall be no consequences if any such improvements are damaged or destroyed by fire or other casualties.
24. **Eminent Domain.**
- 24.1. If prior to a Closing the ROW or any part thereof is taken by eminent domain, or if Owner is formally notified of a taking or of the threat of eminent domain, Owner shall notify County within ten (10) days. County shall have the option of accepting title to the part of the ROW remaining after the taking, together with the proceeds of Owner's condemnation award, and performing all obligations hereunder, or County may elect to terminate this Agreement, by notifying Owner within ten (10) days after the date Owner notifies County of such taking, whereupon Owner and County shall be released from all further liability under this Agreement, except as to matters that are stated herein as expressly surviving the termination of this Agreement.
- 24.2. The provisions of paragraph 24.1 shall not apply as to eminent domain proceeding by, or on behalf of, County or FDOT.
25. **Brokerage.** Owner warrants and represents to County that Owner has had no contact with any broker or other person or entity who might have a basis for claiming any brokerage or other commission relative to the transactions contemplated by this Agreement, and Owner shall indemnify and hold County harmless from and against any and all claims and causes of action for any brokerage or other commissions relative to the transactions contemplated by this Agreement based on any contact with Owner, or any officer, director, employee, or agent of Owner and from and against any and all loss, liability, damage, and expense, including court costs, attorneys' fees, and fees for paralegals and other legal support personnel, at the pre-trial level, the trial level, and in connection with all appellate proceedings, arising therefrom. Likewise, County warrants and represents to Owner that County has had no contact with any broker or other person or entity who

might have a basis for claiming any brokerage or other commission relative to the transactions contemplated by this Agreement, and County shall indemnify and hold Owner harmless from and against any and all claims and causes of action for any brokerage or other commission relative to the transactions contemplated by this Agreement based on any contact with County, or any officer, director, employee, or agent of County, and from and against any loss, liability, damage, and expense, including court costs, attorneys' fees, and fees for paralegals and other legal support personnel, at the pre-trial level, the trial level, and in connection with all appellate proceedings, arising therefrom. The provisions of this paragraph 25 shall survive each Closing.

26. **Assignment Provisions.** County may assign this Agreement at any time, to another Governmental Entity that shall be responsible for the construction of County Transportation Work, including concerning the Access Connections and Turn Lane Improvements.

27. **Notices.**

27.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:

27.1.1. If to County: County Administrator, 601 SE 25th Avenue, Ocala, FL 34471; email: Mounir.Bouyounes@marioncountyfl.org.

- a. With a copy to: County Engineer, 412 SE 25th Avenue, Ocala, FL 34471; email: steven.cohoon@marionfl.org.

27.1.2. If to Owner: Attn: Joe Nisbett, 734 Rugby Street, Orlando, FL 32804; email: joe@acorn-investments.com.

- a. With a copy to: Attn: Bill Kearns, 1020 Lake Sumter Landing, The Villages, FL 32162; email: bill@acorn-investments.com.

- b. With a copy to: W. James Gooding III, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.

27.2. Each such Communication shall be deemed delivered:

27.2.1. On the date of delivery if by personal delivery with signed receipt thereof;

27.2.2. On the date of email transmission if by email (subject to paragraph 27.5); and

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

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

- 27.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
- 27.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 27.5. Concerning Communications sent by email:
- 27.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
- 27.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
- 27.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
- 27.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
- 27.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one (1) year after it was sent.

28. **Force Majeure.**

- 28.1. "Force Majeure" means causes that: (a) are beyond the reasonable control of a party (the "Delayed Party"); (b) the Delayed Party, despite its diligent, good faith efforts, is unable to overcome; and (c) consist solely of delays caused by any of the following: fire, flood, windstorm, sinkhole, unavailability of materials or equipment (provided that the Delayed Party demonstrates that such materials or equipment were ordered with sufficient lead time given known market conditions, and there are no commercially available alternative sources from which the materials or equipment can be procured at prices substantially equivalent to the prices of the original materials or equipment), equipment or fuel, declaration of hostilities, terrorist act, civil strife, strike, lock-out, labor dispute, epidemic, pandemic, archaeological excavation, act of God, act of public enemy, act of armed forces, war, riot, sabotage, blockage, embargo, earthquake, explosions, tornado or hurricane, litigation, unusual and unforeseen delays in actions, restrictions, requirements or mandates of governmental authorities, governmental restraints, or any other cause whether or not of the same kind as enumerated above, that is either: (a) not within the sole control of the Delayed Party and which by exercise of Due Diligence the Delayed Party is unable to

overcome; or (b) that constitutes an excuse under Florida law based upon the doctrine of "impossibility of performance."

- 28.2. If a party is unable to timely perform its obligations under this Agreement, due to a Force Majeure, such delay shall be excused in the manner herein provided.
- 28.3. If a party is so delayed by Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. Developer shall give written notice of the delay to County; such party shall give written notice of the delay to the other party which notice shall indicate the anticipated duration of the Force Majeure. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.
29. **Exclusive Venue.** The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.
30. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
31. **Governing Laws.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.
32. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
33. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

34. **Successors and Assigns.** All covenants, Agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.
35. **Severability Clause.** Provisions contained in this Agreement which are determined by a court of competent jurisdiction to be contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
36. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
37. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.
38. **Rules of Construction.** For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:
- 38.1. Words importing the singular number shall include the plural, and vice versa.
- 38.2. Where a provision involves two or more items, conditions, provisions or events connected by the conjunction “and,” “or” or “either or,” the conjunction shall be interpreted as follows: “and” indicates that all the connected terms shall apply; “or” indicates that the connected terms may apply singly or in any combination; and “either or,” indicates that only one of the connected terms may apply.
- 38.3. The word “includes” shall be assumed to be followed by the phrase “without limitation,” and therefore shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.
- 38.4. The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms, shall refer to this Agreement.
- 38.5. The term “heretofore” shall mean prior to the execution of this Agreement.
39. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
40. **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.

41. **Time.**

41.1. Time is of the essence of all of the provisions and terms of this Agreement.

41.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.

41.3. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.

41.4. For purposes of this Agreement, "legal holiday" means: (a) the day set aside by Section 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on weekend, the Monday after Christmas Day; and (e) any other day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.

42. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor will it cause them to be considered joint venturers or members of any joint enterprises. Further, no party under this Agreement shall be deemed to be an employee, agent or other representative of the other party.

43. **Survives Closing.** Any provisions of this Agreement that deal with performance following the Closings (including, without limitation, paragraphs 5, 6, 13 and 16 through 46) shall survive the Closings.

44. **Exhibits.**

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

44.2. The following exhibits are attached to this Agreement.

44.2.1. **Exhibit A** – Parent Tract.

44.2.2. **Exhibit B** – ROW Parcels.

44.2.3. **Exhibit C** – Sketch of Location New DRA Parcel.

44.2.4. **Exhibit D** – Description of Fee Simple Parcels.

44.2.5. **Exhibit E** – Description of Easement Parcels

44.2.6. **Exhibit F** – Access Connections.

44.2.7. **Exhibit G** – Conveyance Standards.

44.2.8. **Exhibit H** – Conveyance Documents.

44.2.9. **Exhibit I** – List of County Transportation Plans.

44.2.10. **Exhibit J** – Calculation of County payment to Owner.

44.2.11. **Exhibit K** – Current Sketch of Jughandle

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

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

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

By: _____
Carl Zalak, III, Chairman

ATTEST:

Gregory C. Harrell, Marion County Clerk and
Comptroller

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


Matthew Guy Minter, County Attorney

OWNER

49th Street Gateway LLC, a Florida limited liability company

By: _____
Joe Nisbett as Manager

EXHIBIT A PARENT TRACT

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. LESS AND EXCEPT ANY PORTION LYING WITHIN ROAD RIGHT OF WAY, INCLUDING BUT NOT LIMITED TO THOSE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 5078, PAGE 1601, AND OFFICIAL RECORDS BOOK 923, PAGE 774, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF NW 44TH AVENUE (ZUBER CUT-OFF) AND THE NORTH LINE OF THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 21 EAST, THENCE RUN WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 624.00 FEET, THENCE SOUTH 208.00 FEET, THENCE EAST 624.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF NW 44TH AVENUE (ZUBER CUT-OFF), THENCE RUN NORTH ALONG THE WESTERLY RIGHT OF WAY OF NW 44TH AVENUE (ZUBER CUT-OFF) 208.00 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF NW 44TH AVENUE (ZUBER CUT-OFF) AND THE NORTH LINE OF THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 21 EAST, THENCE RUN SOUTH ALONG THE WESTERLY RIGHT OF WAY LINE OF NW 44TH AVENUE 208 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH ALONG SAID WESTERLY RIGHT OF WAY LINE 52 FEET, THENCE WEST AND PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 624 FEET, THENCE NORTH 52 FEET, THENCE EAST 624 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF NW 44TH AVENUE (ZUBER CUT-OFF) AND THE NORTH LINE OF THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 21 EAST, THENCE RUN WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 624.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, THENCE SOUTH ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 141 FEET, THENCE EAST TO A POINT THAT IS 624 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF NW 44TH AVENUE, THENCE NORTH 141 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF NW 44TH AVENUE (ZUBER CUT-OFF) AND THE NORTH LINE OF THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 21 EAST, THENCE RUN WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 27, 314 FEET, THENCE SOUTH 160 FEET, THENCE EAST 314 FEET, THENCE NORTH 160 FEET TO THE INTERSECTION OF THE AFORESAID WESTERLY RIGHT OF WAY LINE OF NW 44TH AVENUE AND THE NORTH LINE OF THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 21 EAST.

**EXHIBIT B
ROW PARCELS**

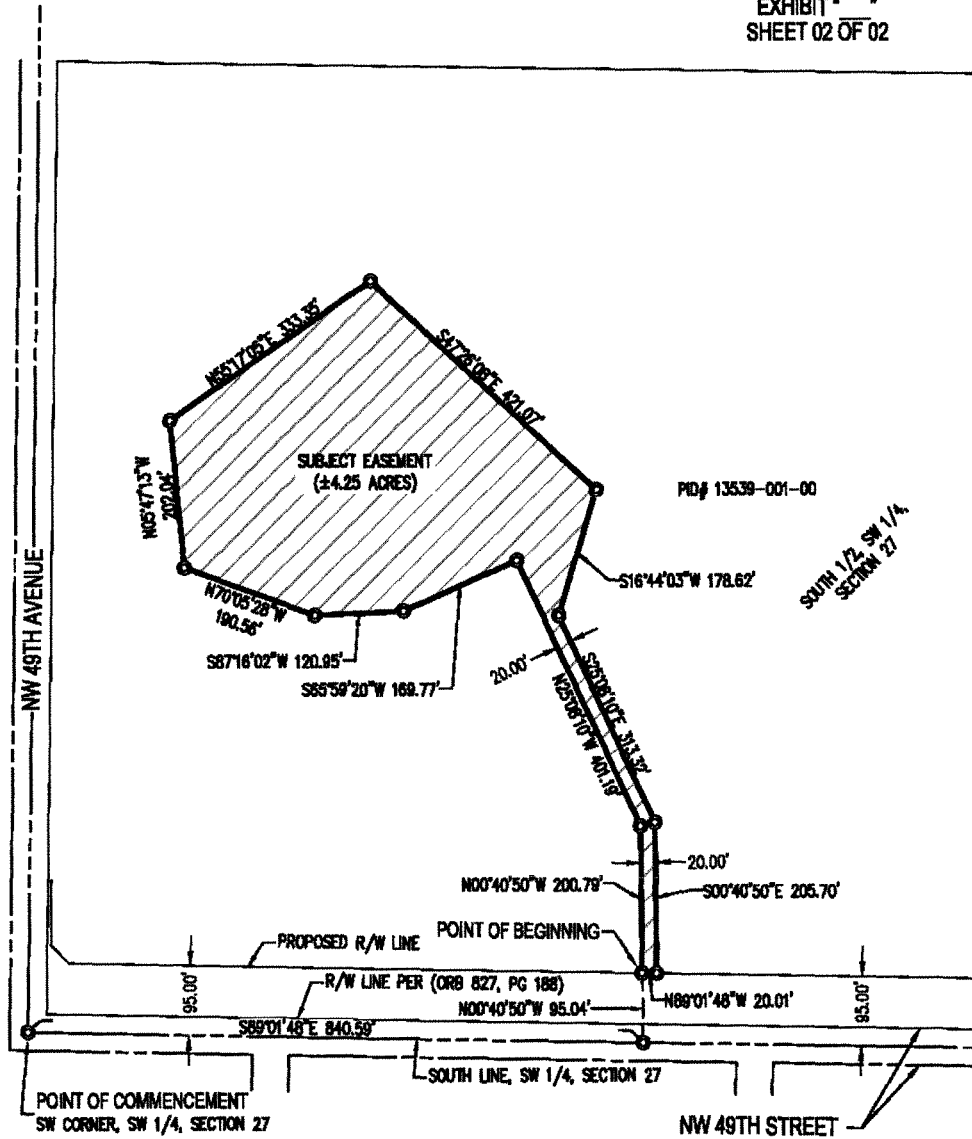
	Parcel #	Fee Simple or Easement
1.	1001B	Fee Simple
2.	7001-TCE#1	Easement
3.	7001-TCE#2	Easement
4.	8001-DROW#1	Easement
5.	8001-DROW#2	Easement
6.	8001-ACCESS & DE	Easement

EXHIBIT C
SKETCH OF LOCATION OF NEW DRA PARCEL

TEMPORARY DRAINAGE EASEMENT	SKETCH OF DESCRIPTION (NOT A SURVEY)	EXHIBIT " " SHEET 01 OF 02
<u>LEGAL DESCRIPTION</u> A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE RUN SOUTH 89°01'48" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 840.59 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°40'50" WEST, A DISTANCE OF 95.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 0°40'50" WEST, A DISTANCE OF 200.79 FEET; THENCE RUN NORTH 25°08'10" WEST, A DISTANCE OF 401.19 FEET; THENCE RUN SOUTH 65°59'20" WEST, A DISTANCE OF 169.77 FEET; THENCE RUN SOUTH 87°16'02" WEST, A DISTANCE OF 120.95 FEET; THENCE RUN NORTH 70°05'28" WEST, A DISTANCE OF 190.56 FEET; THENCE RUN NORTH 5°47'13" WEST, A DISTANCE OF 202.04 FEET; THENCE RUN NORTH 55°17'05" EAST, A DISTANCE OF 333.35 FEET; THENCE RUN SOUTH 47°26'08" EAST, A DISTANCE OF 421.07 FEET; THENCE RUN SOUTH 16°44'03" WEST, A DISTANCE OF 178.62 FEET; THENCE RUN SOUTH 25°08'10" EAST, A DISTANCE OF 313.32 FEET; THENCE RUN SOUTH 0°40'50" EAST, A DISTANCE OF 205.70 FEET; THENCE RUN NORTH 89°01'48" WEST, PARALLEL WITH AND 95.00 FEET NORTH OF THE AFORESAID SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 27, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 4.25 ACRES, MORE OR LESS.		
DAVID M. SMITH License Number 7622 STATE OF FLORIDA Professional Surveyor and Mapper DAVID M. SMITH, FLORIDA LICENSED SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 7622		
<u>GENERAL NOTES:</u> 1. THIS SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SKETCH ARE NOT CONSIDERED TO BE A VALID SIGNED AND SEALED COPY. 2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT A FIELD SURVEY. 3. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH (FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE) AS ESTABLISHED BY THE NATIONAL OCEAN SERVICE (NOS) THROUGH ITS PROGRAM OFFICE NATIONAL GEODETIC SURVEY (NGS). AS A REFERENCE FOR THIS SKETCH, THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 21 EAST HAS A BEARING OF SOUTH 89°01'48" EAST. SEE SHEET 1 FOR DESCRIPTION SEE SHEET 2 FOR SKETCH JOB SP2025.02831 CFB CLYMER FARMER BARILEY SURVEYING THE AFFORDABLE. ACCURATE. EASY TO USE. 2020 PALM BEACH, FLORIDA		

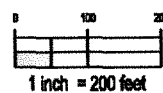
SKETCH OF DESCRIPTION (NOT A SURVEY)

EXHIBIT " "
 SHEET 02 OF 02



LEGEND:

- LB = LICENSED BUSINESS
- R/W = RIGHT-OF-WAY
- PID# = TAX PARCEL IDENTIFICATION NUMBER
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- ⊙ = CHANGE IN DIRECTION



SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH
JOB SP2025.02831



EXHIBIT D
DESCRIPTION OF FEE SIMPLE PARCELS

PARCEL NO. 1001B

(TAX PARCEL NO. 13539-001-00)

COMMENCE AT THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY FLORIDA; THENCE S.89°01'52"E., ALONG THE SOUTH BOUNDARY OF SAID S.W. 1/4, A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°28'02"E., A DISTANCE OF 25.67 FEET TO AN INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF N.W. 49TH STREET (WIDTH VARIES) AND THE EAST RIGHT OF WAY LINE OF N.W. 49TH AVENUE (WIDTH VARIES), SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE CONTINUE N.00°28'02"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 183.15 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°16'47"E., A DISTANCE OF 5.00 FEET; THENCE S.00°28'02"W., A DISTANCE OF 88.84 FEET; THENCE S.44°16'55"E., A DISTANCE OF 35.51 FEET TO A POINT 95.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 27; THENCE S.89°01'52"E., PARALLEL WITH AND 95.00 FEET DISTANT FROM SAID SOUTH BOUNDARY, A DISTANCE OF 2472.83 FEET; THENCE S.00°58'21"W., A DISTANCE OF 69.87 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF LINE OF N.W. 49TH STREET; THENCE N.89°01'07"W., ALONG THE NORTH RIGHT OF WAY LINE OF SAID N.W. 49TH STREET, A DISTANCE OF 2502.22 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 175,053.24 SQUARE FEET / 4.02 ACRES, MORE OR LESS)

EXHIBIT E
DESCRIPTION OF EASEMENT PARCELS

Temporary Construction Easements

PARCEL NO. 7001
(TAX PARCEL NO. 13539-001-00)

(TCE #1)

COMMENCE AT THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY FLORIDA; THENCE S.89°01'52"E., ALONG THE SOUTH BOUNDARY OF SAID S.W. 1/4, A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°28'02"E., A DISTANCE OF 25.67 FEET TO AN INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF N.W. 49TH STREET (WIDTH VARIES) AND THE EAST RIGHT OF WAY LINE OF N.W. 49TH AVENUE (WIDTH VARIES); THENCE CONTINUE N.00°28'02"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 183.15 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°16'47"E., A DISTANCE OF 5.00 FEET; THENCE S.00°28'02"W., A DISTANCE OF 88.84 FEET; THENCE S.44°16'55"E., A DISTANCE OF 28.41 FEET TO A POINT 100.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 27; THENCE S.89°01'52"E., PARALLEL WITH AND 100.00 FEET DISTANT FROM SAID SOUTH BOUNDARY, A DISTANCE OF 161.51 FEET; THENCE N.00°58'08"E., A DISTANCE OF 12.00 FEET; THENCE S.89°01'52"E., A DISTANCE OF 586.92 FEET; THENCE N.00°58'53"E., A DISTANCE OF 124.14 FEET; THENCE S.89°01'07"E., A DISTANCE OF 495.84 FEET; THENCE CONTINUE S.89°01'07"E., A DISTANCE OF 60.00 FEET; THENCE CONTINUE S.89°01'07"E., A DISTANCE OF 110.48 FEET; THENCE S.00°58'53"W., A DISTANCE OF 128.99 FEET TO THE POINT OF BEGINNING. THENCE S.89°01'52"E., A DISTANCE OF 246.77 FEET; THENCE S.00°58'08"W., A DISTANCE OF 12.00 FEET; THENCE N.89°01'52"W., A DISTANCE OF 246.77 FEET; THENCE N.00°58'53"E., A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 2,961.20 SQUARE FEET / 0.068 ACRES, MORE OR LESS)

AND

(TCE #2)

COMMENCE AT THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY FLORIDA; THENCE S.89°01'52"E., ALONG THE SOUTH BOUNDARY OF SAID S.W. 1/4, A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°28'02"E., A DISTANCE OF 25.67 FEET TO AN INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF N.W. 49TH STREET (WIDTH VARIES) AND THE EAST RIGHT OF WAY LINE OF N.W. 49TH AVENUE (WIDTH VARIES); THENCE CONTINUE N.00°28'02"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 183.15 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°16'47"E., A DISTANCE OF 5.00 FEET; THENCE S.00°28'02"W., A DISTANCE OF 88.84 FEET; THENCE S.44°16'55"E., A DISTANCE OF 28.41 FEET TO A POINT 100.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 27, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S.89°01'52"E., PARALLEL WITH AND 100.00 FEET DISTANT FROM SAID SOUTH BOUNDARY, A DISTANCE OF 161.51 FEET; THENCE N.00°58'08"E., A DISTANCE OF 12.00 FEET; THENCE S.89°01'52"E., A DISTANCE OF 586.92 FEET; THENCE S.00°58'53"W., A DISTANCE OF 17.00 FEET; THENCE N.89°01'52"W., A DISTANCE OF 743.38 FEET; THENCE N.44°16'55"W., A DISTANCE OF 7.10 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 10,772.52 SQUARE FEET / 0.247 ACRES, MORE OR LESS)

Drainage Easements

PARCEL NO. 8001
(DROW #1)

(TAX PARCEL NO. 13539-001-00)

COMMENCE AT THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY FLORIDA; THENCE S.89°01'52"E., ALONG THE SOUTH BOUNDARY OF SAID S.W. 1/4, A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°28'02"E., A DISTANCE OF 25.67 FEET TO AN INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF N.W. 49TH STREET (WIDTH VARIES) AND THE EAST RIGHT OF WAY LINE OF N.W. 49TH AVENUE (WIDTH VARIES); THENCE CONTINUE N.00°28'02"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 183.15 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°16'47"E., A DISTANCE OF 5.00 FEET; THENCE S.00°28'02"W., A DISTANCE OF 88.84 FEET; THENCE S.44°16'55"E., A DISTANCE OF 35.51 FEET TO A POINT 95.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 27; THENCE S.89°01'52"E., PARALLEL WITH AND 95.00 FEET DISTANT FROM SAID SOUTH BOUNDARY, A DISTANCE OF 156.47 FEET; THENCE N.00°58'08"E., A DISTANCE OF 10.00 FEET; THENCE S.89°01'52"E., A DISTANCE OF 586.92 FEET; THENCE N.00°58'53"E., A DISTANCE OF 131.14 FEET; THENCE S.89°01'07"E., A DISTANCE OF 495.84 FEET; THENCE CONTINUE S.89°01'07"E., A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S.89°01'07"E., A DISTANCE OF 110.48 FEET; THENCE S.00°58'53"W., A DISTANCE OF 140.99 FEET; THENCE N.89°01'52"W., A DISTANCE OF 110.48 FEET; THENCE N.00°58'53"E., A DISTANCE OF 141.02 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 15,577.70 SQUARE FEET / 0.358 ACRES, MORE OR LESS)

AND

(DROW #2)

COMMENCE AT THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY FLORIDA; THENCE S.89°01'52"E., ALONG THE SOUTH BOUNDARY OF SAID S.W. 1/4, A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°28'02"E., A DISTANCE OF 25.67 FEET TO AN INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF N.W. 49TH STREET (WIDTH VARIES) AND THE EAST RIGHT OF WAY LINE OF N.W. 49TH AVENUE (WIDTH VARIES); THENCE CONTINUE N.00°28'02"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 183.15 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°16'47"E., A DISTANCE OF 5.00 FEET; THENCE S.00°28'02"W., A DISTANCE OF 88.84 FEET; THENCE S.44°16'55"E., A DISTANCE OF 35.51 FEET TO A POINT 95.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 27; THENCE S.89°01'52"E., PARALLEL WITH AND 95.00 FEET DISTANT FROM SAID SOUTH BOUNDARY, A DISTANCE OF 156.47 FEET; THENCE N.00°58'08"E., A DISTANCE OF 10.00 FEET; THENCE S.89°01'52"E., A DISTANCE OF 586.92 FEET; THENCE N.00°58'53"E., A DISTANCE OF 131.14 FEET TO THE POINT OF BEGINNING. THENCE S.89°01'07"E., A DISTANCE OF 495.84 FEET; THENCE S.00°58'53"W., A DISTANCE OF 141.03 FEET; THENCE N.89°01'52"W., A DISTANCE OF 495.84 FEET; THENCE N.00°58'53"E., A DISTANCE OF 141.14 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 69,954.28 SQUARE FEET / 1.606 ACRES, MORE OR LESS)

AND

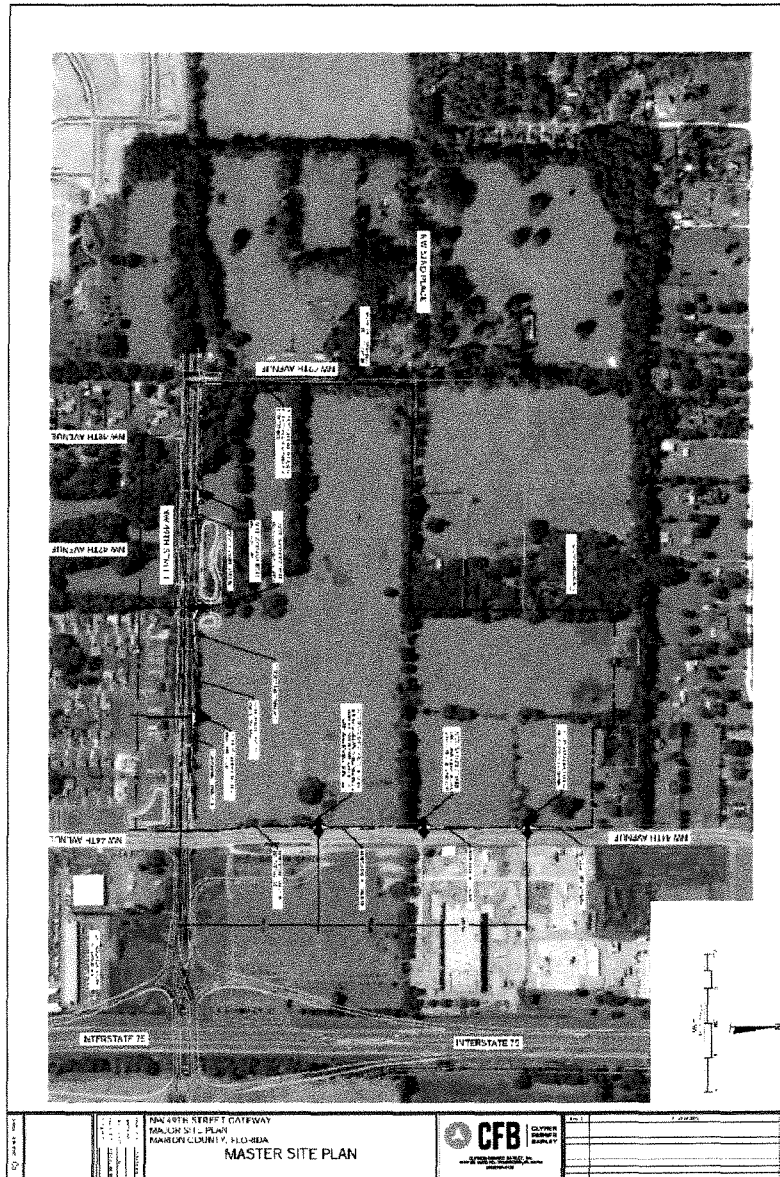
(ACCESS & DE)

COMMENCE AT THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY FLORIDA; THENCE S.89°01'52"E., ALONG THE SOUTH BOUNDARY OF SAID S.W. 1/4, A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°28'02"E., A DISTANCE OF 25.67 FEET TO AN INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF N.W. 49TH STREET (WIDTH VARIES) AND THE EAST RIGHT OF WAY LINE OF N.W. 49TH AVENUE (WIDTH VARIES); THENCE CONTINUE N.00°28'02"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 183.15 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°16'47"E., A DISTANCE OF 5.00 FEET; THENCE S.00°28'02"W., A DISTANCE OF 88.84 FEET; THENCE S.44°16'55"E., A DISTANCE OF 35.51 FEET TO A POINT 95.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 27; THENCE S.89°01'52"E., PARALLEL WITH AND 95.00 FEET DISTANT FROM SAID SOUTH BOUNDARY, A DISTANCE OF 156.47 FEET; THENCE N.00°58'08"E., A DISTANCE OF 10.00 FEET; THENCE S.89°01'52"E., A DISTANCE OF 586.92 FEET; THENCE N.00°58'53"E., A DISTANCE OF 131.14 FEET; THENCE S.89°01'07"E., A DISTANCE OF 495.84 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S.89°01'07"E., A DISTANCE OF 60.00 FEET; THENCE S.00°58'53"W., A DISTANCE OF 141.02 FEET; THENCE N.89°01'52"W., A DISTANCE OF 60.00 FEET; THENCE N.00°58'53"E., A DISTANCE OF 141.03 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 8,461.31 SQUARE FEET / 0.194 ACRES, MORE OR LESS)

**EXHIBIT F
ACCESS CONNECTIONS**

Sketch



Blow up on Next Page

Legend for Access Connections

	ACCESS CONNEC- TION	LOCATION	DESCRIPTION	TURN LANE IMPROVEMENTS
1.	A	NW 44th Avenue	Full access median opening	Driveway apron, southbound right-turn lane
2.	B	NW 44th Avenue	Directional median opening (left-in, right-in, right-out)	Driveway apron, directional island, southbound right-turn lane
3.	C	NW 44th Avenue	Signalized limited access with jughandle (westbound through in, southbound right in, yield controlled eastbound out)	Signalized jughandle, driveway apron with channelized eastbound right, southbound right-turn lane.
4.	D	NW 49th Street	Right-in/right-out access	Driveway apron, westbound right-turn lane
5.	E	NW 49th Street	Full access median opening; potential future signalized based on signal warrants	Driveway apron, full median opening, westbound right-turn lane, eastbound left-turn lane
6.	F	NW 49th Street	Right-in/right-out access	Driveway apron, westbound right-turn lane
7.	G	NW 49th Avenue	Full access location(s) to be determined based on County Land Development Code requirements.	Full median opening on NW 49 th Street at NW 49 th Avenue with eastbound left-turn lane

EXHIBIT G

CONVEYANCE STANDARDS

All conveyances of title to ROW (whether in fee simple or by grants of easements) which are required under the terms of this Agreement shall be made in accordance with the following Conveyance Standards:

1. The conveying party ("Conveying Party") shall convey to County fee simple title ROW by Special Warranty Deed.
2. Unless otherwise specifically provided in this Agreement, fee simple title to parcels of real property shall be conveyed free and clear of all liens or encumbrances other than utility easements in favor of governmental entities or licensed public utilities, which shall be Permitted Exceptions with respect to the conveyances.
3. The County shall have prepared, at its expense, a survey or a sketch and legal description of each parcel to be conveyed or each parcel for which an easement is to be granted, sealed and signed by a licensed Florida surveyor and certified to the grantor and the grantee in the conveyance or grant.
4. As to all conveyances of fee simple title or grants of easements, County shall, if it desires title insurance, obtain, at its expense, a commercial title insurance commitment and policy with respect to the conveyance, in accordance with the following provisions:
 - 4.1. The amount of the title insurance policies shall be determined by utilizing the per square foot value of the real property, according to the most recent assessment by the Marion County Property Appraiser, multiplied by the square feet of the parcel.
 - 4.2. The Conveying Party shall provide, at its expense, all necessary closing documents and satisfy other requirements necessary for deletion of the Standard Exceptions in the final title insurance policy and comply with all other title commitment requirements for the conveyance to be insured.
5. Except as to conveyances that this Agreement expressly provides are in lieu of condemnation (and therefore exempt from the payment of documentary excise taxes), the County shall be responsible for payment of any applicable documentary excise taxes. The County shall be responsible for payment of the cost of recording the instrument of conveyance. The Conveying Party shall be responsible for payment of the cost of recording any documents required to satisfy title insurance requirements.
6. With respect to any grant of easement provided under the terms of this Agreement, the same cost allocations, and title insurance requirements applicable to conveyances of fee title to real property shall apply.
7. If not specifically provided as an Exhibit to this Agreement, the form and content of any conveyance documents, and other documents prepared by or on behalf of Conveying Party, shall be subject to approval by County in its reasonable discretion. By approving this Agreement, the County Commission authorizes the County Representative to provide such approval on behalf County.

EXHIBIT H
CONVEYANCE DOCUMENTS

Exhibit	Description	Parcel
E-1	Form Special Warranty Deed	Fee Simple Parcels
E-2	Form Temporary Construction Easement	Easement Parcels referred to as "TCE Easements"
E-3	Grant of Drainage Easement	Current DRA Parcel New DRA Parcel

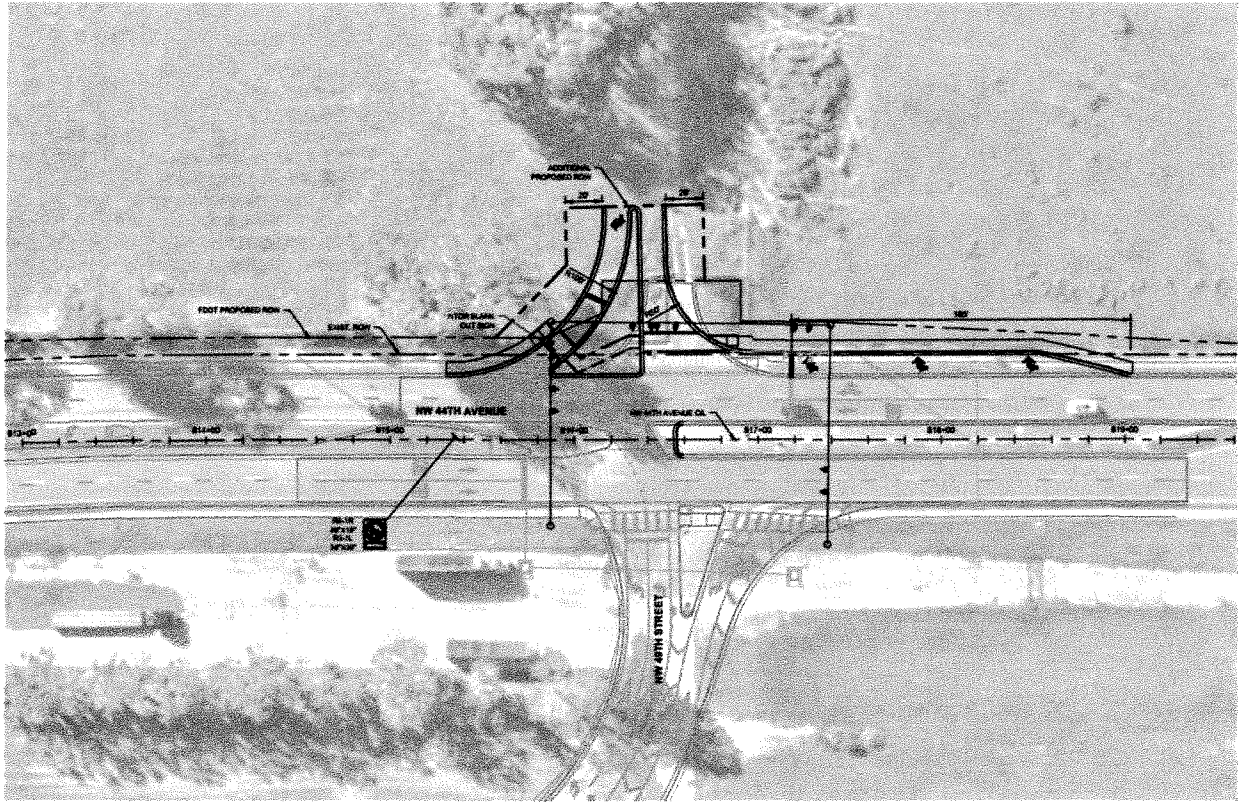
EXHIBIT I
LIST OF COUNTY TRANSPORTATION PLANS

1. *NW 49TH ST RD PHASE 3A/B \$ NW HWY 225A IMPROVEMENT PLANS FROM NW HWY 225A TO NW 44TH AVE* Marion County Project #60,800F dated November 20, 2025.

EXHIBIT J
CALCULATION OF COUNTY PAYMENT TO OWNER

Parcels	Land Acquired	Imp. Acquired	Cost to Cure Net or Minor	NET	Plus Access Redesign Costs	TOTAL
1001B	\$1,776,936.55	\$146,700.00	\$435,100.00	\$2,358,736.55		
7001A						
7001B	\$26,257.20	\$400.00		\$26,657.20		
8001A	\$138,498.48			\$138,498.48		
8001B	\$621,308.80			\$621,308.80		
8001C	\$75,052.25	\$22,800.00		\$97,852.25		
Total	\$2,638,053.27	\$169,900.00	\$435,100.00	\$3,243,053.27	\$100,000.00	\$3,343,053.27

**EXHIBIT K
CURRENT SKETCH OF JUGHANDLE**



P:\JG\Kearns\49th St Gateway\Conveyance K\Conveyance K JG 7-9-26.docx