

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

THIS SECOND AMENDMENT TO AGREEMENT CONCERNING CONVEYANCE OF RIGHT OF WAY AND RELATED MATTERS (the "Agreement") is made and entered into this \_\_\_\_\_, 2025 (the "Amendment Effective Date") between:

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

**WHEREAS:**

- A. On or about December 16, 2020, Grantor and County entered into an *Agreement Concerning Conveyance of Right of Way and Related Matters* (the "Original Agreement"), pursuant to which, among other things, Grantor agreed to convey to County fee simple title to certain parcels of real property and easements over other parcels of real property.
- B. The Original Agreement was amended pursuant to a *First Amendment to Agreement Concerning Conveyance of Right of Way and Related Matters* (the "First Amendment") dated May 4, 2021. (The Original Agreement, as amended by the First Amendment is referred to as the "Amended Agreement").
- C. On August 18, 2021,<sup>1</sup> the First Closing (as defined in the Amended Agreement) occurred under the Amended Agreement.
- D. The parties desire to further amend the Amended Agreement as set forth herein.

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

- 1. **Definitions.** In addition to any other terms defined in this Amendment, the following terms have the following meanings:
  - 1.1. All terms defined in the Amended Agreement have the same meaning herein unless expressly amended herein.
  - 1.2. *Concurrency Agreement* – The *Development Agreement Concerning Concurrency, Impact Fee Credits, and Other Matters for Golden Ocala* (the "Original Concurrency Agreement") as recorded in OR Book 6791, Page 105, as amended by the *First Amendment to Development Agreement Concerning Concurrency, Impact Fee Credits and other matters*,

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<sup>1</sup> The documents delivered by Owner at the First Closing were dated July 30, 2021, but they were not recorded until August 18, 2021. Thus, the latter date is used as the date of the First Closing.

for *Golden Ocala* (the “First Amendment to Concurrency Agreement”) as recorded in OR Book 7388, Page 861.

- 1.3. *Four-Lane Project* – That portion of the SW80th Project consisting of the four-laning of the entire length of SW 80th Street between US 27 and SR 40.
  - 1.4. *New DRA Permit* – As defined in the First Amendment.
  - 1.5. *Northern DRAs* – The North Pond and South Pond, and Drainage Easements conveying stormwater thereto, as set forth in greater detail in paragraph 2.3.
  - 1.6. *Northern DRA Tract* – The real property owned by Seller described in the attached **Exhibit A**. The Northern DRAs are located within the Northern DRA Tract.
  - 1.7. *North Pond* – The drainage retention area defined as the *New DRA* in the Original Agreement, and described in the attached **Exhibit B**.
  - 1.8. *Remaining ROW* – The ROW to be conveyed by Seller at the Second Closing consisting of the following:
    - 1.8.1. Fee simple title to the North Pond and Sherman Oaks Parcel.
    - 1.8.2. Drainage easements in connection with the Northern DRAs as set forth in paragraphs 2.3.2, 2.3.4 and 2.3.5.
  - 1.9. *Remaining ROW Value* – The ROW Value of the Remaining ROW.
  - 1.10. *Sherman Oaks Parcel* – The real property owned by Seller and described in the attached **Exhibit D**.
  - 1.11. *South Pond* – The drainage retention area constructed by Seller on the DRA Parent Tract located south of the North Pond and described in the attached **Exhibit C**.
2. **Northern DRAs and Related Easements.**
- 2.1. The New DRA Permit provided for two (2) drainage retention areas:
    - 2.1.1. The North Pond which the Amended Agreement contemplated would be County’s sole drainage retention area for the portion of the County Transportation Work for the drainage basin within which the North Pond is located. The Amended Agreement provided that Seller would convey fee simple title to the North Pond to County and did not contemplate that Seller would retain any interest in the North Pond.
    - 2.1.2. The South Pond which will accommodate stormwater from the development of the Northern DRA Tract. The Amended Agreement did not provide for any interest in the South Pond to be conveyed by Seller to County.
  - 2.2. Contrary to the contemplation of the Amended Agreement, pursuant to the New DRA Permit, however, some stormwater from the County Transportation Work flows into the South Pond, and the South Pond has a connection (for overflow purposes) into the North Pond. Thus, some of County’s stormwater goes into the South Pond, and some of Seller’s

stormwater (from the Northern DRA Tract) overflows from the South Pond into the North Pond.

2.3. By virtue of the foregoing, it is necessary that:

2.3.1. Seller convey fee simple title to the North Pond to County.

2.3.2. A drainage easement north of the North Pond as previously contemplated by the Current Agreement.

2.3.3. Seller reserve a drainage easement in the North Pond (for purposes of the stormwater generated by the DRA Parent Tract overflowing from the South Pond into the North Pond).

2.3.4. Seller grant to County a drainage easement for the South Pond (to accommodate the stormwater from the County Transportation Work that flows into the South Pond).

2.3.5. Seller grant to County a drainage easement upon the area on the DRA Parent Tract through which stormwater is conveyed from the County Transportation Work to the South Pond.

2.4. Seller and County have agreed that the forms of the Conveyance Documents to accomplish the foregoing are as set forth in the attached **Exhibit E**.

3. **Fee Simple Parcel 8; Sherman Oaks Parcel.**

3.1. As contemplated by paragraph 3.8 of the First Amendment, County was considering revising its plans concerning the Stormwater Management System to be constructed within Fee Simple Parcel 8.

3.2. At the First Closing, Seller conveyed Fee Simple Parcel 8 to County.

3.3. County, through coordination with Seller, has revised its plans and now needs to acquire fee simple title to real property in the vicinity of Fee Simple Parcel 8: the Sherman Oaks Parcel as described in the attached **Exhibit D**.

3.4. Seller shall convey title to the Sherman Oaks Parcel at the Second Closing pursuant to this Second Amendment.

4. **Second Closing.**

4.1. Pursuant to paragraph 7 of the First Amendment, paragraph 16 of the Original Agreement was deleted and replaced with the provisions of paragraph 7 of the First Amendment. Such provisions are further amended to read as follows.

4.2. The closing and transfer of title to the Northern DRAs, Sherman Oaks Parcel, and other transactions subject to this Second Amendment (the "Second Closing") shall take place on a date (the "Second Closing Date") that is the later of: (a) one (1) month after Seller cures all Title Defects pursuant to paragraph 9.4 of the Original Agreement as to the fee simple

title and easements referred to in this Second Amendment; or (b) two (2) months after the Effective Date of this Second Amendment.

4.3. The Second Closing shall take place as set forth in the Amended Agreement except that all references to the “New Sketch” or “New Survey” shall refer to the “Current Sketch” or “Current Survey,” as the case may be, and all references therein to the “First Title Commitment” shall be deemed to refer to the “Second Title Commitment,” and all references therein to the “First Title Policy” shall be deemed to refer to the “Second Title Policy.”

4.4. Second Title Commitment and Second Title Policy.

4.4.1. Within fifteen (15) days after the Effective Date of this Second Amendment, Seller shall obtain, at County’s expense, a title insurance commitment (the “Second Title Commitment”), and within thirty (30) days after the Second Closing, a title insurance policy (the “Second Title Policy”) in an amount equal to the ROW Value of the Remaining ROW. For purposes of the Second Title Commitment and the Impact Fee Credits to be provided to Seller at the Second Closing, the Remaining ROW Value is as set forth in **Exhibit F**.

4.4.2. Thereafter, title to the Remaining ROW shall be subject to the provisions of paragraphs 9.2 through 9.6 of the Original Agreement, except that all references therein to “First” shall be deemed to refer to “Second.”

4.5. Surveys.

4.5.1. County shall, within three (3) months after the Amendment Effective Date, obtain, at County’s expense, surveys (the “Current Surveys”) of the Current ROW to be conveyed at the Second Closing.

4.5.2. The provisions of paragraphs 10.2.1 through 10.2.3 of the Original Agreement shall apply to the Current Surveys except that all references therein to “First” shall be deemed to refer to “Second.”

5. **DRA-14.80N.**

5.1. Seller has obtained site plan approval (Marion County Project # 2022030247, Application #28214), as previously or hereafter amended, for improvements to real property owned by Seller.

5.2. The approved site plan requires that Seller:

5.2.1. Construct a drainage retention area (“DRA-14.80N”) on real property owned by Seller with Marion County Tax Parcel ID No.: 21625-002-30.

5.2.2. Install landscaping and irrigation along the northern boundary of DRA-14.80N.

5.3. Seller has advised County that, if Seller constructs such landscaping and irrigation, County will likely need to remove and replace it in Four-Lane Project.

- 5.4. County hereby modifies the approval of the site plan to provide that Seller shall not be required to install such landscaping or irrigation until County has provided notice to Seller that County has completed the applicable portion of the Four-Lane Project such that there will be no need for the County to remove and replace the landscaping and irrigation.
- 5.5. County shall not withhold any building permits or certificates of occupancy for the improvements contemplated by the approved site plan by virtue of Seller not installing the landscaping or irrigation unless Seller fails to install such landscaping and irrigation within three (3) months after County provides notice to Seller pursuant to paragraph 5.4.

**6. Impact Fee Credits and Proportionate Share.**

- 6.1. Three (3) of the parties designated as Seller under this Agreement are also parties to the Concurrency Agreement with County and such Concurrency Agreement benefits real property owned by the other party designated as a Seller under this Agreement.
- 6.2. Pursuant to the Concurrency Agreement, Seller agreed to pay Proportionate Share Mitigation (as defined in the Concurrency Agreement) in the amount of Five Million Nine Hundred Sixty Thousand Six Hundred Thirty and 00/100 Dollars (\$5,960,630.00) but was entitled to a credit, against such Proportionate Share Mitigation for:
  - 6.2.1. Seller's cost to construct the Intersection Improvements pursuant to paragraph 6.2.3 of the Original Concurrency Agreement.
  - 6.2.2. Credits for conveyance of ROW under the Conveyance Agreement.
- 6.3. Amount of Impact Fee Credits.
  - 6.3.1. Seller acquired Impact Fee Credits in the amount of \$857,935.00 prior to the Conveyance Agreement as set forth in paragraph 11.2.3 of the Original Concurrency Agreement.
  - 6.3.2. Seller acquired Impact Fee Credits in the amount of \$118,930.00 for engineering the Intersection Improvements as set forth in paragraph 6.5 of the Original Concurrency Agreement, as amended by paragraph 5 of the First Amendment to Concurrency Agreement.
  - 6.3.3. Pursuant to the conveyances at the First Closing, Seller acquired Impact Fee Credits in the amount of One Million Three Hundred Twenty-Eight Thousand Eight Hundred and 00/100 (\$1,328,800.00), as set forth in the attached **Exhibit G**. Thus, prior to the Second Closing, Seller became entitled to Impact Fee Credits totaling \$1,447,730.00.
  - 6.3.4. On September 30, 2025, Seller paid County \$4,194,625.00 being the Proportionate Share Mitigation owed under Section 5.1.5.b of the Original Concurrency Agreement as amended by paragraph 4 of the First Amendment to Concurrency Agreement. Therefore, and pursuant to Section 163.31801(5)(a), Florida Statutes, and Section 10-323(a)(5) of the County Code, Seller acquired Impact Fee Credits in such amount on such date.

- 6.3.5. Pursuant to the conveyances at the Second Closing, Seller will acquire Impact Fee Credits in the amount of Three Hundred Eighteen Thousand Two Hundred Seventy-Two and 54/100 (\$318,272.54), as set forth in the attached **Exhibit G**. [Buyer is entitled to Impact Fee Credits only for the items set forth in the attached **Exhibit F**. The other Remaining ROW (being the easements referred to in paragraphs 2.3.4 and 2.3.5) is of nominal value and thus Buyer does not claim additional Impact Fee Credits therefor.] Because Seller was prepared to close the Second Closing prior to the adoption by County of Ordinance No. 2025-J8 (the “2025 Impact Fee Ordinance”), but the Second Closing was delayed based on the negotiation of this Amendment, the Impact Fee Credits for the Second Closing shall be deemed to have been acquired on May 22, 2025 (i.e. the day before the 2025 Impact Fee Ordinance was adopted).
- 6.3.6. Thus, following the Second Closing, Seller will have acquired Impact Fee Credits totaling Six Million, Eight Hundred Eighteen Thousand, Five Hundred Sixty Two Dollars and 54/100 (\$6,818,562.54).
- 6.4. The Impact Fee Credits acquired by Seller and set forth in paragraph 6.3 were acquired by Seller prior to the adoption by County of the 2025 Impact Fee Ordinance. Thus, for purposes of Section 163.31801(7), Florida Statutes, and Section 10-323(j) of the County Code, Seller is entitled to the full benefit of the intensity or density prepaid by the Impact Fee Credits on the dates that Seller acquired them.
- 6.5. The amounts of Impact Fee Credits set forth in paragraph 6.3 are the amounts of Impact Fee Credits that Seller has acquired. Subsequent to the date that Seller acquired such Impact Fee Credits, Seller has utilized some Impact Fee Credits. The calculations set forth in paragraph 6.3 does not account for any reduction in Impact Fee Credits that Seller has utilized.
7. **Ownership of Parcels.** Set forth below the signature line of each entity designated as a Seller hereunder is an indication of which Parcels are owned by such entity.
8. **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.
9. **Exhibits.**
- 9.1. All exhibits attached to this Agreement are being incorporated by reference.
- 9.2. The following exhibits are attached to this Agreement.
- 9.2.1. **Exhibit A** – Northern DRA Tract.
- 9.2.2. **Exhibit B** – North Pond.

9.2.3. **Exhibit C** – South Pond.

9.2.4. **Exhibit D** – Sherman Oaks Parcel.

9.2.5. **Exhibit E** – Conveyance Documents.

9.2.6. **Exhibit F** – Remaining ROW Value/Second Closing Impact Fee Credits.

9.2.7. **Exhibit G** – First Closing Impact Fee Credits.

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

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

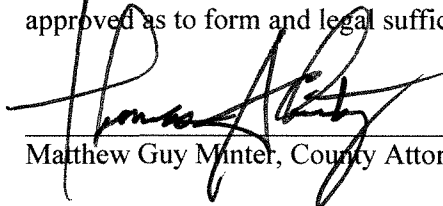
MARION COUNTY, FLORIDA, a political  
subdivision of the State of Florida, by its Board of  
County Commissioners

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

ATTEST:

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

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

*For:*  \_\_\_\_\_  
Matthew Guy Minter, County Attorney

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

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

as \_\_\_\_\_

Owner of: No parcels subject to this Second Amendment.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

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

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

as \_\_\_\_\_

Owner of: Northern DRAs and Sherman Oaks Parcel

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

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

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

as \_\_\_\_\_

Owner of: No parcels subject to this Second Amendment.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name



Roberts Development Corporation, an Ohio corporation

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

as \_\_\_\_\_

Owner of: No parcels subject to this Second Amendment.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

**EXHIBIT A**  
**NORTHERN DRA TRACT**

Real property in Marion County, Florida as conveyed to Grantor in Deeds recorded in OR Book 6880, Page 1917, and OR Book 6880, Page 1920:

**PARCEL 1:**

Commence at the NW corner of Section 5, Township 15 South, Range 21 East, Marion County, Florida, thence South along the West boundary of said Section 5 a distance of 40.00 feet to the South right-of-way line of a County Graded Road, said point being also the Point of Beginning, thence N. 89°59'24" E. along said South right-of-way line 315.66 feet, thence S. 00°08'00" E. along the West boundary of the East 317 feet of the West 1/2 of the NW 1/4 of the NW 1/4 of said Section 5 a distance of 679.62 feet, thence S. 89°39'14" E. 318.18 feet to the West right-of-way line of NW 68th Avenue, thence, S. 00°00'34" E. along said West right-of-way line 84.85 feet to the Point of Cusp of a curve concave Southwesterly having a radius of 25.00 feet, a central angle of 89°38'40" and a chord bearing of N., 44°49'54" W. thence Northwestwardly along said curve an arc distance, of 39.11 feet to the Point of Tangency of said curve, thence N. 89°39'14" W. 293.20 feet, thence N. 89°37'31" W. 262.23 feet to the Point of Curvature of a curve concave Southeasterly having a radius of 25.00 feet, a central angle of 90°22'29" and a chord bearing of S. 45°11'15" W. thence Southwesterly along said curve an arc, distance of 39.43 feet to the Point of Tangency of said curve, thence South 700.82 feet, thence N. 89°39'42" W. 30.00 feet to the SE corner of the NE 1/4 of the NE 1/4 of Section 6, Township 15 South, Range 21 East, thence S. 89°18'50" W. along the South boundary of said NE 1/4 of NE 1/4 a distance of 1305.54 feet to the East right-of-way line of a paved county road, thence N. 00°24'00" E. along said East right-of-way line 1039.04 feet to a point of intersection with the Southeasterly right-of-way line of County Road C-225A, thence N. 58°59'45" E. along said Southeasterly right-of-way line 869.53 feet to a point of intersection with the aforesaid South right-of-way line of a County Graded Road, thence N. 89°49'28" E. along said South right-of-way line 317.61 feet, thence continue along said South right-of-way line S. 00°10'32" E. 10.00 feet, thence continue along said right-of-way line N., 89°49'28" E. 30.00 feet, thence continue along said South right-of-way line N. 89°40'45" E. 205.26 feet to the Point of Beginning.

**LESS AND EXCEPT:**

Lot 7, Block B, of GEORGETOWN, an unrecorded subdivision lying in the NW 1/4 of Section 5, and the NE 1/4 of Section 6, Township 15 South, Range 21 East, Marion County, Florida; being more particularly described as follows:

Commence at the NE corner of Section 6, Township 15 South, Range 21 East, Marion County, Florida, thence South along the East boundary of said Section 6 a distance of 40.00 feet to a point on the South right of way line of a county paved road, thence S. 89°40'45" W. along said South right of way line 205.26 feet, thence continue along said South right of way line S. 89°49'28" W. 30.00 feet, thence continue along said South right of way line N. 00°10'32" W. 10.00 feet, thence continue along said South right of way line S. 89°49'28" W. 317.61 feet to a point of intersection with the Southeasterly right of way line of County Road C-225A, thence S. 58°59'45" W. along said Southeasterly right of way line 869.53 feet to a point of intersection with the Easterly right of way line of a paved county road, thence S. 00°24'00" W. along said Easterly right of way line 100.99 feet to the Point of Beginning, thence continue S. 00°24'00" W. along said Easterly right of way line 125.00 feet, thence S. 89°36'00" E. 160.00 feet, thence N. 00°24'00" E. 125.00 feet, thence N. 89°36'00" W. 160.00 feet to the Point of Beginning.

**LESS AND EXCEPT:**

Commence at the NE corner of Section 6, Township 15 South, Range 21 East, Marion County, Florida, thence South along the East boundary of said Section 6, a distance of 40.00 feet to a point on the South right of way line of a County paved road, thence S. 89°40'45" W. along said South right of way line 205.26 feet, thence continue along said South right of way line S. 89°49'28" W. 30.00 feet, thence continue along said South right of way N. 00°10'32" W. 10.00 feet, thence continue along said South right of way line S. 89°49'28" W. 317.61 feet to Point of Intersection with the Southeasterly right of way line of County Road C-225A, thence S. 58°59'45" W. along said Southeasterly right of way line 869.53 feet to a Point of Intersection with the Easterly right of way line of a paved County Road, thence S. 00°24'00" W. along said Easterly right of way line 225.99 feet to the point of Beginning, thence continue S. 00°24'00" W. along said Easterly right of way line 302.00 feet, thence S. 89°36'00" E. 215.00 feet, thence N. 00°24'00" E. 302.00 feet, thence N. 89°36'00" W. 215.00 feet to the Point of Beginning.

AND Less and Except: Land described in Deed(s) in Book 2487, page 126; and Book 993, page 1133; and Book 910, page 139

**TOGETHER WITH:**

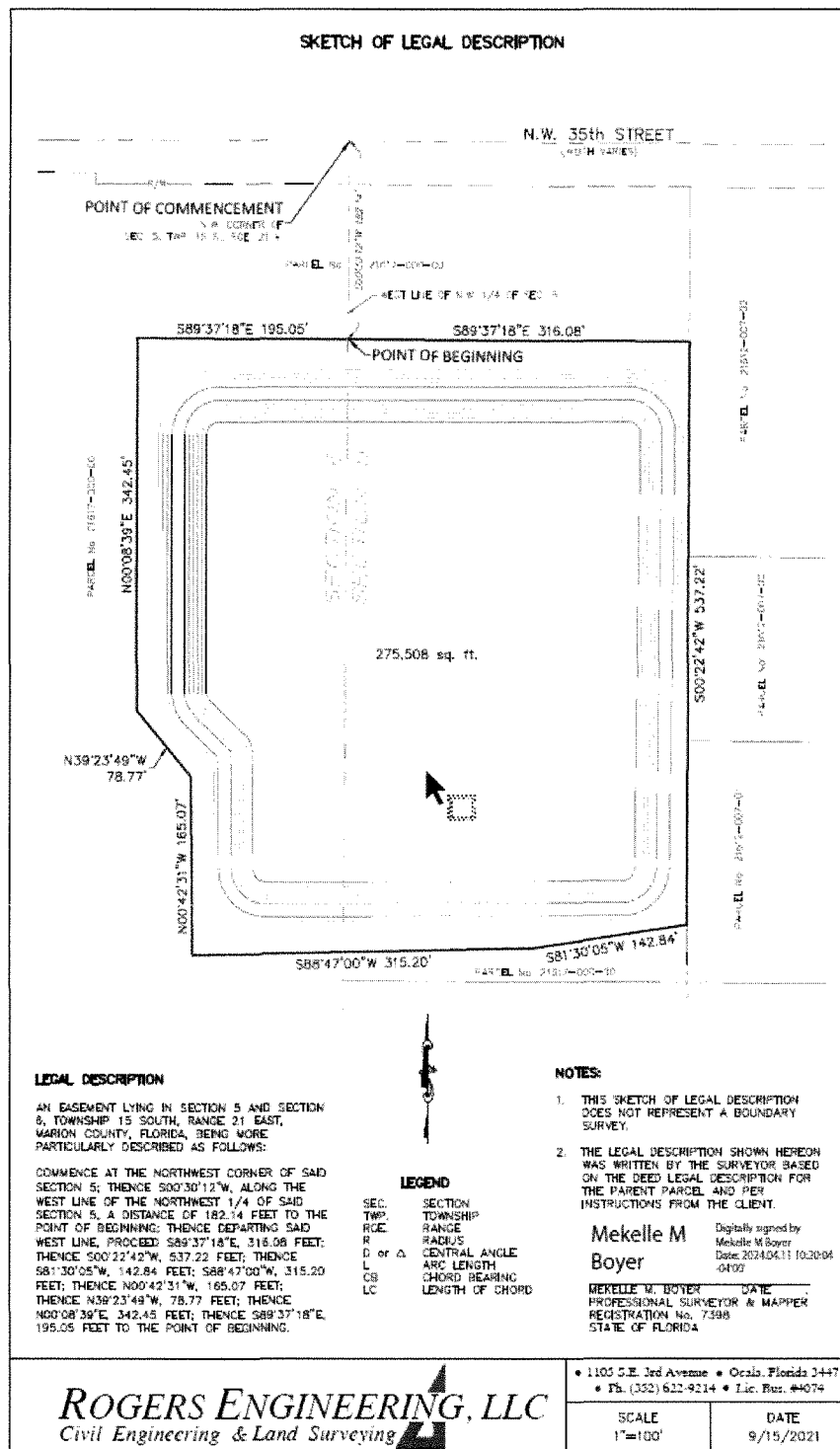
**Parcel 2:**

Commence at the NE corner of Section 6, Township 15 South, Range 21 East, Marion County, Florida, thence South along the East boundary of said Section 6, a distance of 40.00 feet to a point on the South right of way line of a County paved road, thence S. 89°40'45" W. along said South right of way line 205.26 feet, thence continue along said South right of way line S. 89°49'28" W. 30.00 feet, thence continue along said South right of way N. 00°10'32" W. 10.00 feet, thence continue along said South right of way line S. 89°49'28" W. 317.61 feet to Point of Intersection with the Southeasterly right of way line of County Road C-225A, thence S. 58°59'45" W. along said Southeasterly right of way line 869.53 feet to a Point of Intersection with the Easterly right of way line of a paved County Road, thence S. 00°24'00" W. along said Easterly right of way line 225.99 feet to the point of Beginning, thence continue S. 00°24'00" W. along said Easterly right of way line 302.00 feet, thence S. 89°36'00" E. 215.00 feet, thence N. 00°24'00" E. 302.00 feet, thence N. 89°36'00" W. 215.00 feet to the Point of Beginning.

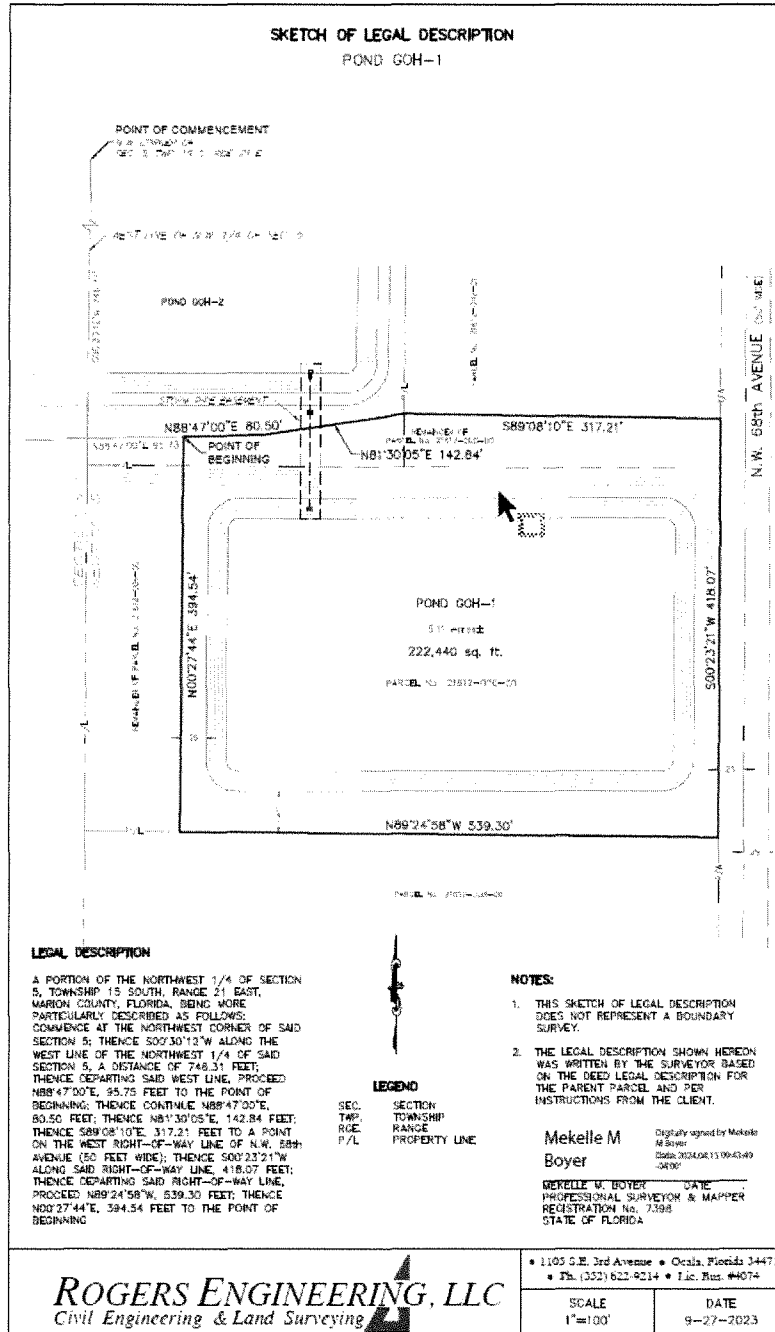
AND LESS AND EXCEPT from Parcel 1 and Parcel 2, real property referred to as "FEE SIMPLE PARCEL 3 (FS3)" in the Deed from Grantor to County recorded in OR Book 7545, Page 707, and described as follows:

COMMENCE AT THE NE CORNER OF SECTION 6, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE PROCEED S00°30'05"W ALONG THE EAST BOUNDARY OF SAID SECTION 6 A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY OF NW 35TH STREET; THENCE DEPARTING SAID EAST BOUNDARY PROCEED N89°45'58"W ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 459.05 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT OF WAY PROCEED S59°27'23"W A DISTANCE OF 984.63 FEET TO THE EAST RIGHT OF WAY OF NW 72ND COURT; THENCE N00°32'32"E ALONG SAID EAST RIGHT OF WAY A DISTANCE OF 55.79 FEET TO THE EASTERLY RIGHT OF WAY OF NW 70TH AVENUE ROAD; THENCE DEPARTING SAID EAST RIGHT OF WAY PROCEED N59°26'13"E ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 875.11 FEET TO THE AFORESAID SOUTH RIGHT OF WAY OF NW 35TH STREET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY PROCEED S89°45'58"E ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 93.95 FEET TO THE POINT OF BEGINNING.

# EXHIBIT B NORTH POND

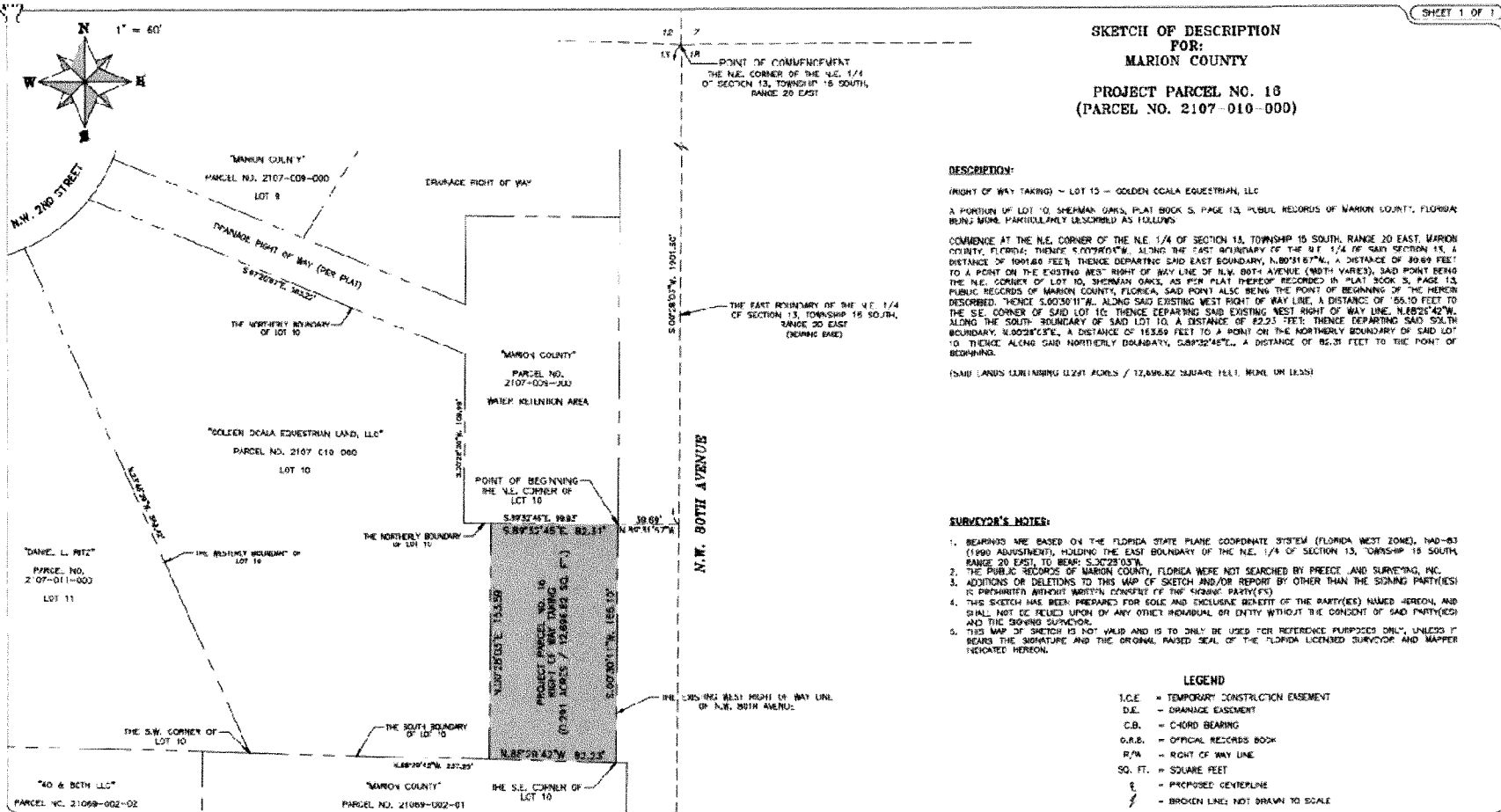


# EXHIBIT C SOUTH POND



# EXHIBIT D SHERMAN OAKS PARCEL

SHEET 1 OF 1



**SURVEYOR'S CERTIFICATION:**  
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.

DATE: 5/6/24  
GLEY H. PREECE, JR., P.S.M. - LS 5427

STATE CERTIFIED SURVEY NOTE: THIS IS NOT A SURVEY

**PREECE**  
LAND SURVEYING, INC.  
2201 S.E. 30TH AVENUE, SUITE 102  
OCALA, FL 34471  
PHONE: (352) 351-0091  
FAX: (352) 351-0093 FAX  
EMAIL: ghp@preece.us

(LICENSED BUSINESS NO. 7389)

DATE OF SKETCH: OCTOBER 5, 2023

DRAWN: J.R.C.	CHECKED: G.H.P.	FILE INFO:	SCALE: 1" = 60'
F.B./P.O. N/A		N.W. BOTH AVENUE	

DATE OF SKETCH: OCTOBER 5, 2023

REVISIONS	BY	DATE

COPYRIGHT © 2023 JOB ORDER # 20-118 2107-010-000

**EXHIBIT E**  
**CONVEYANCE DOCUMENTS**

**See attached**

**This Instrument Prepared by:**

W. James Gooding III  
Gooding & Batsel, PLLC  
1531 SE 36th Avenue  
Ocala, FL 34471

**Record and Return To:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project: RLR - Transportation 2023  
Tax Parcel #: 21617-000-00  
Doc Stamps: \$0<sup>1</sup>  
Rec: \$ \_\_\_\_\_

**GRANT OF DRAINAGE EASEMENTS  
(SOUTH POND)**

**THIS GRANT OF DRAINAGE EASEMENTS**, made this \_\_\_\_\_, 2025, between:

- Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company, whose address is 600 Gillam Road, Wilmington, Ohio 45177 (“Grantor”); and
- The Board of County Commissioners of Marion County, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, FL 34471 (“County”).

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration to Grantor in hand paid by County, the receipt of which is hereby acknowledged:

**1. Background.**

- 1.1. On or about December 16, 2020, Grantor and County entered into an *Agreement Concerning Conveyance of Right of Way and Related Matters* (the “Original Agreement”), pursuant to which, among other things, Grantor agreed to convey to County fee simple title to certain parcels of real property and easements over other parcels of real property.
- 1.2. The Original Agreement was amended pursuant to a:
  - 1.2.1. *First Amendment to Agreement Concerning Conveyance of Right of Way and Related Matters* (the “First Amendment”) dated May 4, 2021.
  - 1.2.2. *Second Amendment to Agreement Concerning Conveyance of Right of Way and Related Matters* (the “Second Amendment”) dated \_\_\_\_\_. (The Original Agreement, as amended by the First Amendment and the Second Amendment, is referred to as the “Conveyance Agreement”).
- 1.3. The Conveyance Agreement contemplated there would be two closings thereunder: the first closing, which occurred in July 2021, and a second closing, pursuant to which this instrument is being executed.

<sup>1</sup> This conveyance was made to a governmental entity under threat of condemnation and thus is not subject to documentary stamp tax.



- 1.4. This instrument concerns easements within portions of the real property (the "Parent Tract") owned by Grantor and described on the attached **Exhibit A**.

2. **Grant of Drainage Easements.**

- 2.1. **Grant.** Grantor, for and in consideration of the covenants set forth in the Conveyance Agreement, and other good and valuable consideration to Grantor in hand paid by County, the receipt and adequacy of which is hereby acknowledged, has granted, bargained and sold to County, its successors or assigns forever, certain perpetual (except as set forth in paragraph 3), non-exclusive easements (each a "Drainage Easement," and, if more than one, the "Drainage Easements") over, across and through the portions of the Parent Tract described in paragraph 2.2 (each a "Drainage Easement Area," and, if more than one, the "Drainage Easement Areas"), as set forth in, and further defined in paragraph 2.2, for the purpose of constructing and maintaining outfalls, drainage ditches, drainage retention areas, and drains (the "Drainage Facilities") in each Drainage Easement Area as set forth in greater detail in paragraph 2.2.
- 2.2. **Easement Types and Areas.** The Drainage Easements consist of the following which County, has, to the extent permitted by ERP Permit 43044425.001 issued by Southwest Florida Water Management District, the rights to use for the following purposes:
- 2.2.1. A Drainage Easement (the "South Pond Easement") pursuant to which County has the right to retain stormwater from SW 80th Avenue in the Drainage Facilities consisting of a drainage retention area (the "South Pond") located within the Drainage Easement Area described in the attached **Exhibit B**. **Exhibit B** describes more property than the South Pond; the Drainage Easement Area for the South Pond Easement is limited to the actual boundaries of the South Pond.
- 2.2.2. A Drainage Easement (the "Swale Conveyance Easement") pursuant to which County has the right to convey stormwater from SW 80th Avenue into the South Pond through Drainage Facilities consisting of ditches, swales, pipes or similar materials (the "Swale Conveyance Facilities") which Grantor has constructed on a portion of the Parent Tract. Attached hereto as **Exhibit C** is a sketch depicting the approximate location of the Swale Conveyance Facilities. The parties do not presently have a legal description of such Drainage Easement Area and it will change as the Parent Tract is developed and/or the Swale Conveyance Facilities are relocated. Either party may hereafter obtain a survey of the portion of the Parent Tract in which the Swale Conveyance Facilities are located or relocated, and Grantor and County shall thereupon enter into an amendment establishing the description in such survey as the location of the Swale Conveyance Easement.
- 2.2.3. A Drainage Easement (the "Pipe Conveyance Easement") pursuant to which County has the right to convey stormwater from the South Pond into a drainage retention area (the "North Pond<sup>2</sup>") described on the attached **Exhibit D**, through Drainage Facilities consisting of pipes or similar materials (the "Pipe Conveyance Facilities") which Grantor has constructed within the Drainage Easement Area for the Pipe Conveyance Easement as described in the attached **Exhibit E**.

---

<sup>2</sup> Grantor is conveying the North Pond to County pursuant to an instrument being executed and recorded contemporaneously with the execution and recording of this instrument.

- 2.2.4. In the event the North Pond is hereafter relocated or modified as set forth in the *Special Warranty Deed, Reservation of Drainage Easement, and Grant of Drainage Easement (North Pond)* (the “North Pond Deed”) being recorded contemporaneously herewith, the Drainage Easement Area for the Pipe Conveyance Easement shall be modified pursuant to the provisions of the North Pond Deed such that the Pipe Conveyance Easement continues to connect the South Pond to the North Pond (unless, by virtue of such relocation or modification, the South Pond no longer connects to the North Pond).
- 2.3. Maintenance. Grantor shall maintain all Drainage Facilities located within the Drainage Easement Areas pursuant to ERP Permit 43044425.001 issued by Southwest Florida Water Management District. County shall have no obligation or right to perform such maintenance unless Grantor fails to do so. A failure to maintain shall be deemed to occur if Grantor does not perform necessary repairs, upkeep, or corrective action within one (1) month after becoming aware of a maintenance deficiency, or sooner if conditions pose an immediate threat to public safety or infrastructure as determined by County in its reasonable discretion. If the Drainage Facilities suffer a sudden and substantial malfunction, collapse (such as a sinkhole), natural disaster, or other failure resulting in significant flooding, property damage, or environmental harm as determined by County, (a “Catastrophic Failure”), County shall have no financial responsibility or obligation to repair, restore, or contribute to the repair, restoration or replacement of the Drainage Facilities. All responsibility and cost for addressing such Catastrophic Failure shall remain solely with Grantor.
- 2.4. Restrictions.
- 2.4.1. Grantor will not make any use of any Drainage Easement Area that interferes with County’s use of the Drainage Easement for such Drainage Easement Area as permitted under paragraph 2.
- 2.4.2. Without limiting the foregoing and except as expressly permitted in paragraph 2.5, Grantor may not construct or place any building or structure of any kind on the surface of any Drainage Easement Area, unless such structure has first been approved by County or Grantor is simultaneously relocating or modifying the Drainage Easement pursuant to paragraph 3.
- 2.5. Reservation.
- 2.5.1. Grantor reserves the right to continue to use each Drainage Easement Area for all purposes not prohibited by paragraph 2.4 including:
- a. Planting or maintaining grass, shrubs or similar plants or landscaping within such Drainage Easement Area or around the exterior of the Drainage Easement Area (provided that such landscaping does not interfere with County’s access to the Drainage Easement Area).
  - b. Constructing, operating or maintaining stormwater, water or sanitary sewer pipes, conduits or drains below the surface of such Drainage Easement Area.
  - c. Granting easements to other parties.
  - d. Ingress and egress across and through such Drainage Easement Area.

2.5.2. Prior to utilizing any Drainage Easement Area for any purpose described in paragraph 2.5.1, Grantor shall notify County and request its consent. Such consent may be provided by the County Administrator, County Engineer or County Development Review Committee, and shall not be unreasonably withheld or delayed.

3. **Modification.** THIS CONVEYANCE IS SUBJECT TO AND RESERVING the following rights:

- 3.1. Grantor shall have the right, from time to time, to modify, enlarge or relocate one or more of the Drainage Facilities (“Existing Drainage Facilities”) including the South Pond, and the associated Drainage Easement Areas (the “Existing Drainage Easement Areas”), at Grantor’s sole expense, in connection with Grantor’s development or redevelopment of the Parent Tract provided that: (a) the relocated or modified Drainage Easement Areas (“Modified Drainage Easement Areas”) and modified Drainage Facilities (“Modified Drainage Facilities”) provide the same degree of stormwater conveyance or retention in their new location or form as they did in their original location or form as determined by County in its reasonable discretion; (b) Grantor performs such relocation or modification at its sole cost and expense, in a good and workman-like manner, and in compliance with all applicable laws and regulations. For purposes of this paragraph 3, a “modification” includes converting a drainage retention area, such as the South Pond, into a vault storage drainage retention area.
- 3.2. During construction of the Modified Drainage Facilities, the Existing Drainage Facilities shall remain available for use by County.
- 3.3. Upon completion of construction of the Modified Drainage Facilities:
  - 3.3.1. Grantor shall provide County with as-built surveys of the Modified Drainage Facilities for approval by County in its reasonable discretion.
  - 3.3.2. Upon approval of the as-built surveys by County, Grantor and County will enter into an amendment to this instrument relocating the Drainage Easement Areas to the locations of the Modified Drainage Facilities and releasing any portion of the Drainage Easement Areas described in this instrument that are not within the new Drainage Easement Areas. The form and substance of such instrument shall be acceptable to Grantor and County in their reasonable discretion.
- 3.4. Grantor shall comply with all applicable environmental permitting requirements concerning the Modified Drainage Facilities, and County shall cooperate with Grantor in obtaining any necessary amendment to the Existing Permit concerning the Existing Drainage Facilities. The Modified Drainage Facilities shall comply with all criteria or conditions as governmental authorities may require for the joint uses intended by County and Grantor.
- 3.5. Notwithstanding anything to the contrary herein, in the event Grantor modifies, enlarges, or relocates any Existing Drainage Facilities pursuant to this paragraph 3, County shall not be responsible for any financial contribution or liability associated with the repair, restoration, or replacement of such Modified Drainage Facilities in the event of a Catastrophic Failure. All such risk and responsibility shall remain solely with Grantor.

4. **POA.**

- 4.1. Grantor may assign its obligations to maintain the Drainage Facilities (either the Existing Drainage Facilities or the Modified Drainage Facilities) to a property owners' association or Community Development District form pursuant to Chapter 190, Florida Statutes, (either a "POA") formed for the development of the Grantor Parcel or any portion thereof contiguous to the Drainage Facilities provided that all of the following conditions are satisfied:
- 4.1.1. The POA is formed for the specific purpose of owning and maintaining common elements for the development of the portion of the Grantor Parcel that includes the Drainage Facilities, including the Drainage Facilities which are the subject matter of this instrument.
  - 4.1.2. The POA is granted the authority to own, maintain and operate the Drainage Facilities by a Declaration recorded in the Public Records of Marion County, Florida.
  - 4.1.3. The POA is empowered under the terms of any recorded Declaration to collect assessments from all of the owners (other than governmental entities or the POA) of parcels located on the Grantor Parcel for the purpose of providing funds necessary for the maintenance and operation of the Drainage Facilities which are the subject of this instrument, in such amounts as, in the reasonable opinion of County, are sufficient for the maintenance and operation of the Drainage Facilities.
  - 4.1.4. Grantor shall have the right to convey to the POA fee simple title to the portions of the Grantor Parcel in which the Drainage Facilities are located. The POA shall have the right to assume the operation, repair, and maintenance obligations of Grantor with respect to all the Drainage Facilities which are the subject matter of this instrument, and Grantor shall be released from any and further liabilities or responsibilities with respect to the ownership, operation, maintenance and repair of the Drainage Facilities which are the subject-matter of this instrument. The conveyance of the Drainage Facilities, assumption of the maintenance obligations of Grantor by the POA, and the release of Grantor shall be completed in accordance with the following provisions:
    - a. Simultaneous with the conveyance of the Drainage Facilities to the POA, Grantor and the POA shall enter into an agreement (the "Assumption Agreement"), to be recorded in the Public Records of Marion County, Florida, under which the POA expressly acknowledges assumption of all of Grantor's rights and obligations under this instrument with respect to the Drainage Facilities. If the Declaration includes an express acknowledgement by the POA of assumption of all of Grantor's obligations under this instrument with respect to the Drainage Facilities, the Declaration shall be deemed to constitute the Assumption Agreement. A copy of the recorded Assumption Agreement shall be provided to County and to the WMD by formal notice within thirty (30) days of the date of its recordation in the Public Records.
    - b. Upon completion of the procedures set forth above, Grantor and the POA will, at their sole cost and expense, undertake actions to have the designated permittee of the Permit modified to be the POA, subject to any required review and approval by the District or the County.

- c. Upon completion of the execution of the Assumption Agreement and the recording of the same in the Public Records of Marion County, Florida, the POA shall have assumed and shall be responsible for all maintenance obligations of Grantor with respect to the Drainage Facilities which are subject of this instrument, notwithstanding whether the designated permittee of the Permit has been modified to the POA.

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

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

**GRANTOR**

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

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printed Name

Print Witness Address:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printed Name

Print Witness Address:  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Donald R. DeLuca, Vice President of Legal

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Donald R. DeLuca as Vice President of Legal of Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company on behalf of the company.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
(Please print or type)  
Commission Number:  
Commission Expires:

Notary: Check one of the following:

\_\_\_\_ Personally known OR  
\_\_\_\_ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: \_\_\_\_\_

**EXHIBIT A  
PARENT TRACT**

Real property in Marion County, Florida as conveyed to Grantor in Deeds recorded in OR Book 6880, Page 1917, and OR Book 6880, Page 1920:

**PARCEL 1:**

Commence at the NW corner of Section 5, Township 15 South, Range 21 East, Marion County, Florida, thence South along the West boundary of said Section 5 a distance of 40.00 feet to the South right-of-way line of a County Graded Road, said point being also the Point of Beginning, thence N. 89°59'24" E. along said South right-of-way line 315.66 feet, thence S. 00°08'00" E. along the West boundary of the East 317 feet of the West 1/2 of the NW 1/4 of the NW 1/4 of said Section 5 a distance of 679.62 feet, thence S. 89°39'14" E. 318.18 feet to the West right-of-way line of NW 68th Avenue, thence, S. 00°00'34" E. along said West right-of-way line 84.85 feet to the Point of Cusp of a curve concave Southwesterly having a radius of 25.00 feet, a central angle of 89°38'40" and a chord bearing of N., 44°49'54" W. thence Northwesterly along said curve an arc distance, of 39.11 feet to the Point of Tangency of said curve, thence N. 89°39'14" W. 293.20 feet, thence N. 89°37'31" W. 262.23 feet to the Point of Curvature of a curve concave Southeasterly having a radius of 25.00 feet, a central angle of 90°22'29" and a chord bearing of S. 45°11'15" W. thence Southwesterly along said curve an arc, distance of 39.43 feet to the Point of Tangency of said curve, thence South 700.82 feet, thence N. 89°39'42" W. 30.00 feet to the SE corner of the NE 1/4 of the NE 1/4 of Section 6, Township 15 South, Range 21 East, thence S. 89°18'50" W. along the South boundary of said NE 1/4 of NE 1/4 a distance of 1305.54 feet to the East right-of-way line of a paved county road, thence N. 00°24'00" E. along said East right-of-way line 1039.04 feet to a point of intersection with the Southeasterly right-of-way line of County Road C-225A, thence N. 58°59'45" E. along said Southeasterly right-of-way line 869.53 feet to a point of intersection with the aforesaid South right-of-way line of a County Graded Road, thence N. 89°49'28" E. along said South right-of-way line 317.61 feet, thence continue along said South right-of-way line S. 00°10'32" E. 10.00 feet, thence continue along said right-of-way line N., 89°49'28" E. 30.00 feet, thence continue along said South right-of-way line N. 89°40'45" E. 205.26 feet to the Point of Beginning.

**LESS AND EXCEPT:**

Lot 7, Block B, of GEORGETOWN, an unrecorded subdivision lying in the NW 1/4 of Section 5, and the NE 1/4 of Section 6, Township 15 South, Range 21 East, Marion County, Florida; being more particularly described as follows:

Commence at the NE corner of Section 6, Township 15 South, Range 21 East, Marion County, Florida, thence South along the East boundary of said Section 6 a distance of 40.00 feet to a point on the South right of way line of a county paved road, thence S. 89°40'45" W. along said South right of way line 205.26 feet, thence continue along said South right of way line S. 89°49'28" W. 30.00 feet, thence continue along said South right of way line N. 00°10'32" W. 10.00 feet, thence continue along said South right of way line S. 89°49'28" W. 317.61 feet to a point of intersection with the Southeasterly right of way line of County Road C-225A, thence S. 58°59'45" W. along said Southeasterly right of way line 869.53 feet to a point of intersection with the Easterly right of way line of a paved county road, thence S. 00°24'00" W. along said Easterly right of way line 100.99 feet to the Point of Beginning, thence continue S. 00°24'00" W. along said Easterly right of way line 125.00 feet, thence S. 89°36'00" E. 160.00 feet, thence N. 00°24'00" E. 125.00 feet, thence N. 89°36'00" W. 160.00 feet to the Point of Beginning.

**LESS AND EXCEPT:**

Commence at the NE corner of Section 6, Township 15 South, Range 21 East, Marion County, Florida, thence South along the East boundary of said Section 6, a distance of 40.00 feet to a point on the South right of way line of a County paved road, thence S. 89°40'45" W. along said South right of way line 205.26 feet, thence continue along said South right of way line S. 89°49'28" W. 30.00 feet, thence continue along said South right of way N. 00°10'32" W. 10.00 feet, thence continue along said South right of way line S. 89°49'28" W. 317.61 feet to Point of Intersection with the Southeasterly right of way line of County Road C-225A, thence S. 58°59'45" W. along said Southeasterly right of way line 869.53 feet to a Point of Intersection with the Easterly right of way line of a paved County Road, thence S. 00°24'00" W. along said Easterly right of way line 225.99 feet to the point of Beginning, thence continue S. 00°24'00" W. along said Easterly right of way line 302.00 feet, thence S. 89°36'00" E. 215.00 feet, thence N. 00°24'00" E. 302.00 feet, thence N. 89°36'00" W. 215.00 feet to the Point of Beginning.

AND Less and Except: Land described in Deed(s) in Book 2487, page 126; and Book 993, page 1133; and Book 910, page 139

**TOGETHER WITH:**

**Parcel 2:**

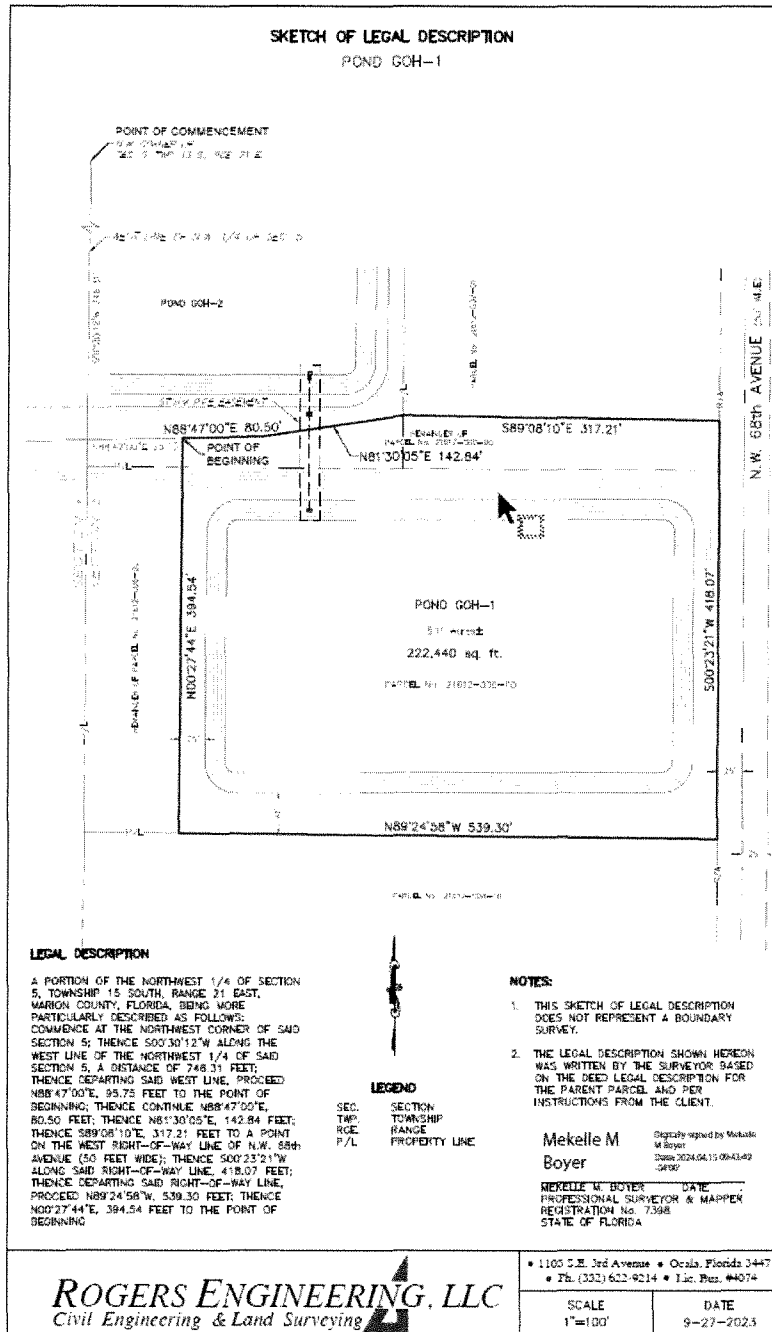
Commence at the NE corner of Section 6, Township 15 South, Range 21 East, Marion County, Florida, thence South along the East boundary of said Section 6, a distance of 40.00 feet to a point on the South right of way line of a County paved road, thence S. 89°40'45" W. along said South right of way line 205.26 feet, thence continue along said South right of way line S. 89°49'28" W. 30.00 feet, thence continue along said South right of way N. 00°10'32" W. 10.00 feet, thence continue along said South right of way line S. 89°49'28" W. 317.61 feet to Point of Intersection with the Southeasterly right of way line of County Road C-225A, thence S. 58°59'45" W. along said Southeasterly right of way line 869.53 feet to a Point of Intersection with the Easterly right of way line of a paved County Road, thence S. 00°24'00" W. along said Easterly right of way line 225.99 feet to the point of Beginning, thence continue S. 00°24'00" W. along said Easterly right of way line 302.00 feet, thence S. 89°36'00" E. 215.00 feet, thence N. 00°24'00" E. 302.00 feet, thence N. 89°36'00" W. 215.00 feet to the Point of Beginning.

AND LESS AND EXCEPT from Parcel 1 and Parcel 2, real property referred to as "FEE SIMPLE PARCEL 3 (FS3)" in the Deed from Grantor to County recorded in OR Book 7545, Page 707, and described as follows:

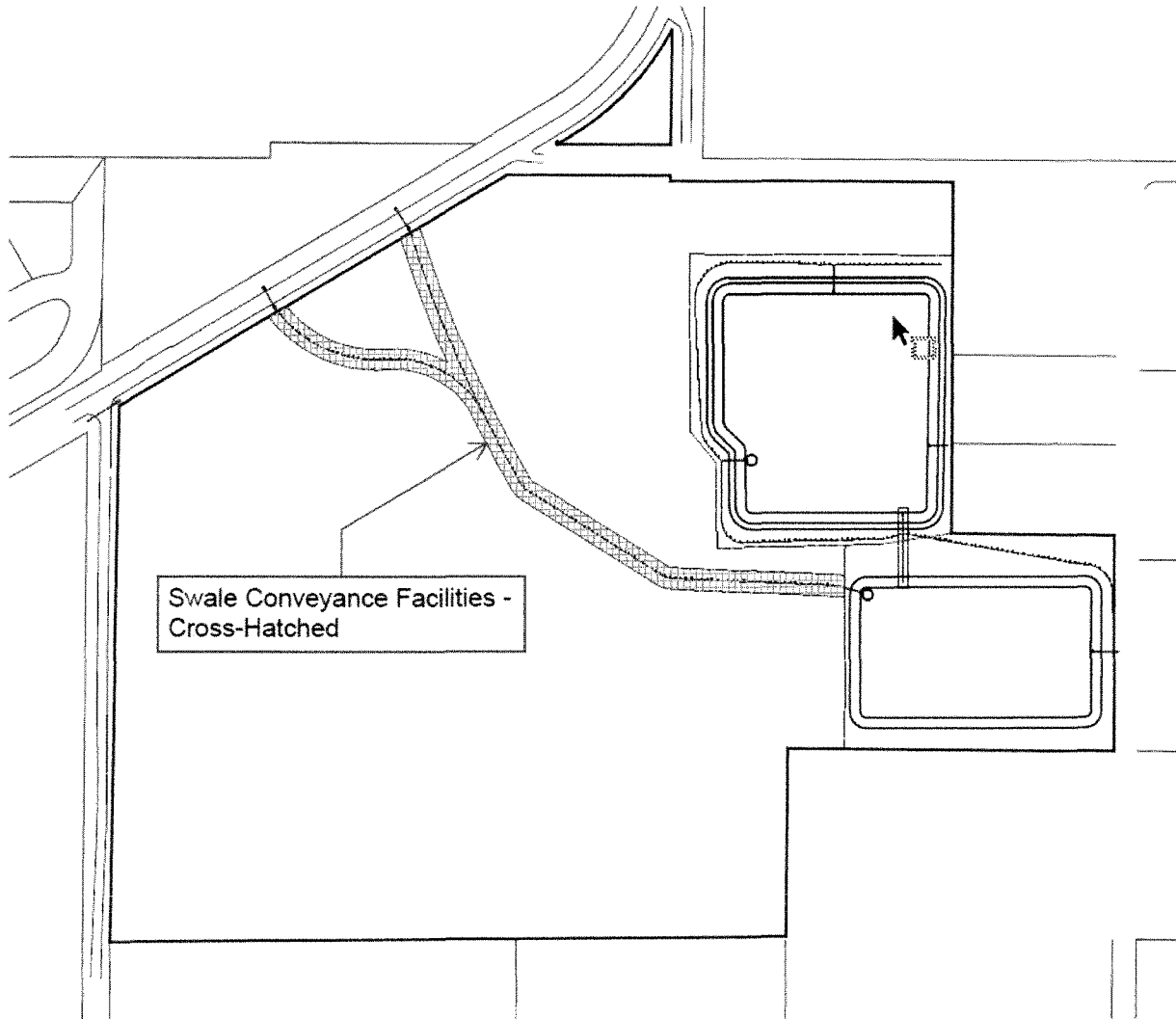
COMMENCE AT THE NE CORNER OF SECTION 6, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE PROCEED S00°30'05"W ALONG THE EAST BOUNDARY OF SAID SECTION 6 A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY OF NW 35TH STREET; THENCE DEPARTING SAID EAST BOUNDARY PROCEED N89°45'58"W ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 459.05 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT OF WAY PROCEED S59°27'23"W A DISTANCE OF 984.63 FEET TO THE EAST RIGHT OF WAY OF NW 72ND COURT; THENCE N00°32'32"E ALONG SAID EAST RIGHT OF WAY A DISTANCE OF 55.79 FEET TO THE EASTERLY RIGHT OF WAY OF NW 70TH AVENUE ROAD; THENCE DEPARTING SAID EAST RIGHT OF WAY PROCEED N59°26'13"E ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 875.11 FEET TO THE AFORESAID SOUTH RIGHT OF WAY OF NW 35TH STREET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY PROCEED S89°45'58"E ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 93.95 FEET TO THE POINT OF BEGINNING.



# **EXHIBIT B** **DRAINAGE EASEMENT AREA (SOUTH POND)**

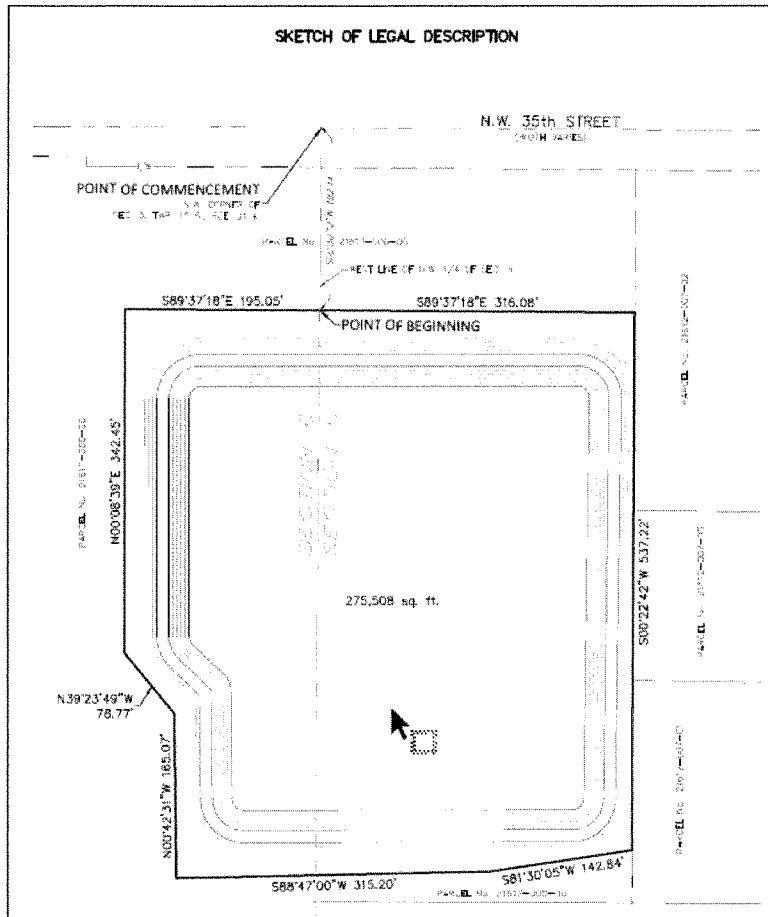


**EXHIBIT C**  
**SWALE CONVEYANCE FACILITIES**



# EXHIBIT D NORTH POND

## SKETCH OF LEGAL DESCRIPTION



### LEGAL DESCRIPTION

AN EASEMENT LYING IN SECTION 5 AND SECTION 6, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE 500'30"12"W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 182.14 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, PROCEED 589'37'18"E, 316.08 FEET; THENCE 500'22'42"W, 537.22 FEET; THENCE 581'30'05"W, 142.84 FEET; THENCE 589'47'00"W, 315.20 FEET; THENCE 500'42'31"W, 165.07 FEET; THENCE N39'23'49"W, 78.77 FEET; THENCE 589'37'18"E, 316.08 FEET; THENCE 500'08'39"E, 342.45 FEET; THENCE 589'37'18"E, 195.05 FEET TO THE POINT OF BEGINNING.

### LEGEND

SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
R.	RADIUS
D or Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
LC	LENGTH OF CHORD

### NOTES:

- THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
- THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THE SURVEYOR BASED ON THE DEED LEGAL DESCRIPTION FOR THE PARENT PARCEL AND PER INSTRUCTIONS FROM THE CLIENT.

Mekelle M  
Boyer

Digitally signed by  
Mekelle M Boyer  
Date: 2024.04.11 10:20:08  
0490

MEKELLE M. BOYER DATE  
PROFESSIONAL SURVEYOR & MAPPER  
REGISTRATION No. 7398  
STATE OF FLORIDA

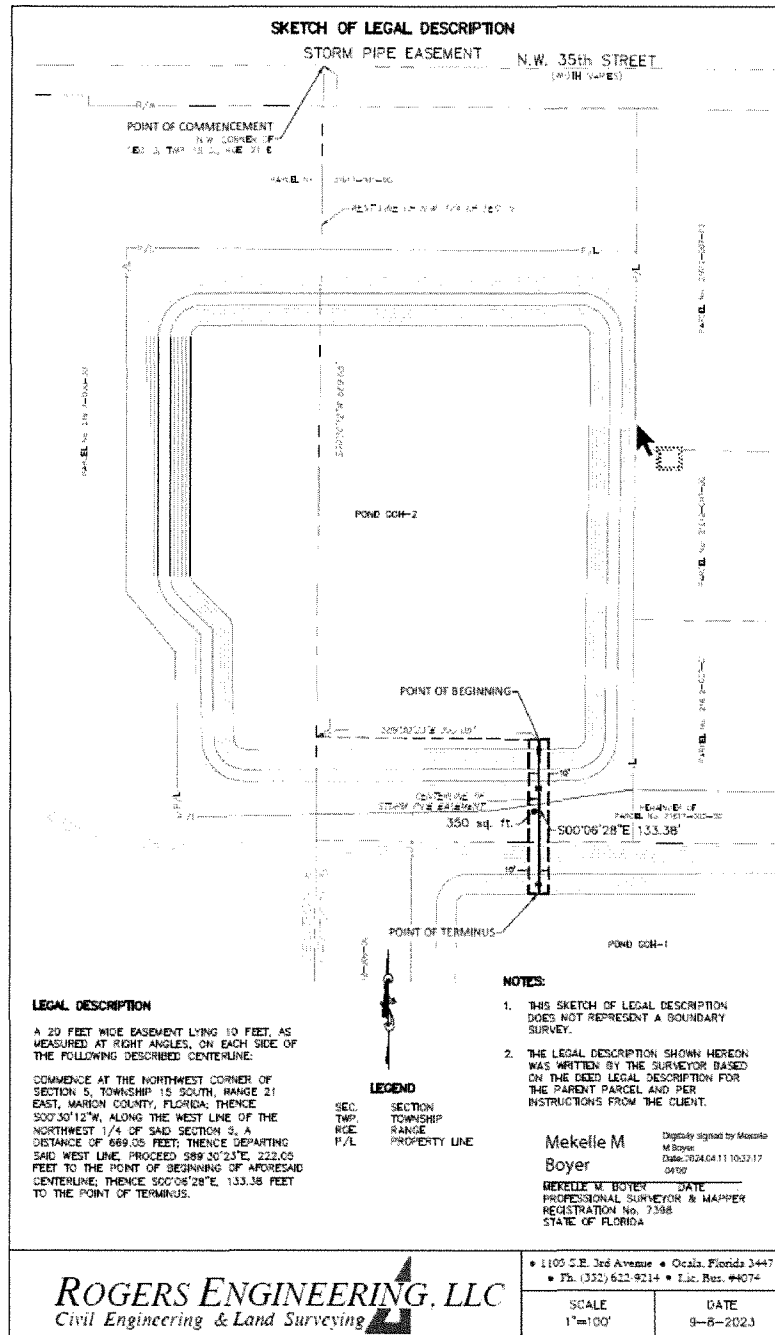
**ROGERS ENGINEERING, LLC**  
Civil Engineering & Land Surveying

• 1103 S.E. 3rd Avenue • Ocala, Florida 34471  
• Ph. (352) 622-0214 • Lic. Bus. #4074

SCALE  
1"=100'

DATE  
9/15/2021

# **EXHIBIT E** **PIPE CONVEYANCE EASEMENT AREA**



**This Instrument Prepared by:**

W. James Gooding III  
Gooding & Batsel, PLLC  
1531 SE 36th Avenue  
Ocala, FL 34471

**Record and Return To:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project: RLR - Transportation 2023

Tax Parcel #: 21617-000-00

Doc. Stamps \$0<sup>1</sup>

Rec. \$ \_\_\_\_\_

**SPECIAL WARRANTY DEED, RESERVATION OF DRAINAGE EASEMENT,  
AND GRANT OF DRAINAGE EASEMENT  
(NORTH POND)**

**THIS INDENTURE**, made this \_\_\_\_\_, 2025, by and between:

- Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company, whose address is 600 Gillam Road, Wilmington, Ohio 45177 (“Grantor”).
- The Board of County Commissioners of Marion County, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, FL 34471 (“County”).

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration to Grantor in hand paid by County, the receipt of which is hereby acknowledged:

**1. Background.**

- 1.1. On or about December 16, 2020, Grantor and County entered into an *Agreement Concerning Conveyance of Right of Way and Related Matters* (the “Original Agreement”), pursuant to which, among other things, Grantor agreed to convey to County fee simple title to certain parcels of real property and easements over other parcels of real property.
- 1.2. The Original Agreement was amended pursuant to a:
  - 1.2.1. *First Amendment to Agreement Concerning Conveyance of Right of Way and Related Matters* (the “First Amendment”) dated May 4, 2021.
  - 1.2.2. *Second Amendment to Agreement Concerning Conveyance of Right of Way and Related Matters* (the “Second Amendment”) dated \_\_\_\_\_. (The Original Agreement, as amended by the First Amendment and the Second Amendment, is referred to as the “Conveyance Agreement”).

<sup>1</sup> This conveyance was made to a governmental entity under threat of condemnation and thus is not subject to documentary stamp tax.

- 1.3. The Conveyance Agreement contemplated there would be two closings thereunder: the first closing, which occurred in July 2021, and a second closing, pursuant to which this instrument is being executed.
  - 1.4. This instrument concerns fee simple title to real property, or easements within, portions of the real property (the "Parent Tract") owned by Grantor and described on the attached **Exhibit A**.
2. **Conveyance of Fee Simple Title.** Grantor has granted, bargained and sold to the County, its successors or assigns forever, fee simple title to the following described land (the "North Pond"), situate, lying and being in Marion County, Florida, to wit: **See attached Exhibit B**.
  - 2.1. Grantor does hereby covenant that, at the time of the delivery of this deed the North Pond was free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.
  - 2.2. Subject to: (a) taxes for the current year; and (b) easements, limitations, covenants, restrictions and other matters of record, if any, but provided, however, that such reference shall not serve to reimpose same.
  - 2.3. RESERVING AND SUBJECT to:
    - 2.3.1. Reservation of "Reserved Drainage Easement," pursuant to and as defined in paragraph 3; and
    - 2.3.2. Reservation of "Repurchase Option," pursuant to and as defined in paragraph 6.
3. **Reservation of Reserved Drainage Easement.**
  - 3.1. In connection with the conveyance of fee simple title to the North Pond, under paragraph 1.3 of this instrument, GRANTOR RESERVES AND SUCH CONVEYANCE IS SUBJECT TO a perpetual (except as set forth in paragraph 6), non-exclusive right, privilege and easement (the "Reserved Drainage Easement") to permit Grantor, to the extent permitted by ERP Permit 43044425.001 issued by Southwest Florida Water Management District, to convey to, and store in, stormwater from the Parent Tract, over, across and through the following (the "Reserved Drainage Easement Area"): the North Pond and related outfalls, drainage ditches and drains (collectively the "Reserved Easement Drainage Facilities").
  - 3.2. The Reserved Drainage Easement is appurtenant to the Parent Tract.
  - 3.3. Notwithstanding the reservation of the Reserved Drainage Easement, County will maintain the Reserved Drainage Easement Area and Reserved Easement Drainage Facilities located therein pursuant to ERP Permit 43044425.001 issued by Southwest Florida Water Management District. Grantor shall have no right to do so except as set forth in paragraph 5 or paragraph 6.3.
4. **Grant of Conveyance Drainage Easements.**
  - 4.1. Grant. Grantor, for and in consideration of the covenants set forth in the Conveyance Agreement, and other good and valuable consideration to Grantor in hand paid by County,

the receipt and adequacy of which is hereby acknowledged, has granted, bargained and sold to County, its successors or assigns forever, a perpetual (except as set forth in paragraph 6), non-exclusive right, privilege and easement (the "Conveyance Drainage Easement") over, across and through the portion of the Parent Tract described in **Exhibit C** (the "Conveyance Drainage Easement Area") for the purpose of constructing and maintaining of ditches, swales, pipes or similar materials (the "Conveyance Drainage Facilities") as set forth in greater detail in paragraph 4.2.

4.2. Scope of Easement. Pursuant to the Drainage Easements, County has, to the extent permitted by ERP Permit 43044425.001 issued by Southwest Florida Water Management District, the right to convey stormwater from SW 80th Avenue into the North Pond through the Conveyance Drainage Facilities County has constructed or hereafter constructs, within the Conveyance Drainage Easement Area.

4.3. Restrictions.

4.3.1. Grantor will not make any use of the Conveyance Drainage Easement Area that interferes with County's use of the Conveyance Drainage Easement as permitted under paragraph 4.2.

4.3.2. Without limiting the foregoing and except as expressly permitted in paragraph 4.4, Grantor may not construct or place any building or structure of any kind on the surface of the Conveyance Drainage Easement Area, unless such structure has first been approved by County or Grantor is simultaneously relocating the Conveyance Drainage Easement pursuant to paragraph 6.

4.4. Reservation.

4.4.1. Grantor reserves the right to continue to use the Conveyance Drainage Easement Area for all purposes not prohibited by paragraph 4.3 including:

- a. Planting or maintaining grass, shrubs or similar plants or landscaping within the Conveyance Drainage Easement Area or around the exterior of the North Pond (provided that such landscaping does not interfere with County's access to the North Pond).
- b. Constructing, operating or maintaining stormwater, water or sanitary sewer pipes, conduits or drains below the surface of the Conveyance Drainage Easement Area.
- c. Granting easements to other parties.
- d. Ingress and egress across and through the Conveyance Drainage Easement Area.

4.4.2. Prior to utilizing the Conveyance Drainage Easement Area for any purpose described in paragraph 4.4.1, Grantor shall notify the County and request its written consent. Such consent may be provided by the County Administrator, Deputy County Administrator, or County Engineer, or Development Review Committee. Such consent shall not be unreasonably withheld or delayed.

5. **Maintenance.**

- 5.1. County shall maintain all of the Reserved Easement Drainage Facilities and the Conveyance Drainage Facilities (collectively the "Drainage Facilities"), being the North Pond and all outfalls, ditches, drains, swales, pipes or similar materials located within the Reserved Drainage Easement Area and the Conveyance Drainage Easement Area pursuant to ERP Permit 43044425.001 issued by Southwest Florida Water Management District.
- 5.2. Notwithstanding paragraph 5.1, Grantor may maintain the Drainage Facilities if:
  - 5.2.1. County fails to do so and does not cure such failure within thirty (30) days of written notice from Grantor to County of such failure; or
  - 5.2.2. Grantor elects to perform routine maintenance of the Drainage Facilities (such as mowing) by providing written notice of such election to County at least thirty (30) days prior to the date that Grantor commences such maintenance activities. Grantor shall perform such routine maintenance at its sole cost and expense. Notwithstanding that Grantor is performing such routine maintenance, Grantor shall remain responsible for all other maintenance including concerning catastrophic events (such as sinkholes). Grantor may terminate its election to perform routine maintenance by providing written notice of such termination to County at least thirty (30) days prior to the date that Grantor terminates such maintenance activities.
6. **Repurchase Option.** THIS CONVEYANCE IS SUBJECT TO AND RESERVING the following rights:
  - 6.1. Reservation of Repurchase Option.
    - 6.1.1. Grantor reserves the exclusive right (the "Repurchase Option") to repurchase the North Pond from County under the terms and conditions in this paragraph 6, including the grant to County of a New Drainage Easement pursuant to paragraph 6.2.
    - 6.1.2. The Repurchase Option shall commence upon the date of this Deed and shall continue for a term of ten (10) years. County agrees that neither the Repurchase Option nor the term thereof constitutes an unreasonable restraint on alienation in that County is not acquiring the North Pond for resale or for use as anything other than a drainage retention area. Nonetheless, in the event that a court of competent jurisdiction determines that the above-stated term of the Repurchase Option is an unreasonable restraint on alienation, or otherwise unenforceable, the court shall be authorized to determine the valid term of the Repurchase Option and, provided that Grantor has exercised or thereafter exercises the Repurchase Option prior to the expiration of such term, the Repurchase Option shall be effective.
    - 6.1.3. The purchase price (the "Repurchase Price") for the North Pond shall equal the following:
      - a. \$85,384.71, calculated as follows: (a) the amount of transportation impact fee credits and proportionate share credits being granted by County to Grantor as consideration for the conveyance of the North Pond Agreement (\$284,615.70); less (b) the ROW Value of the New Drainage Easement being granted by Grantor to County pursuant to, and as defined in, paragraph 6.2.1 (70% of consideration for fee simple conveyance of North Pond, i.e. \$199,230.99).



- b. Grantor may pay the Repurchase Price by deductions to any transportation impact fee credits or proportionate share credits still held by Grantor pursuant to the Conveyance Agreement or otherwise. If Grantor does not utilize such credits, Grantor shall pay the Repurchase Price in cash.
- 6.1.4. Within thirty (30) days after the delivery of the Option Notice, Grantor shall, at its sole cost and expense, obtain a title insurance commitment for the North Pond and for any portions of the Parent Tract that will be encumbered by the New Drainage Easement being granted by Grantor to County pursuant to, and as defined in, paragraph 6.2.1. Objections to such title commitment shall be made and resolved pursuant to the provisions set forth in paragraphs 9.1 through 9.4 of the Original Agreement.
- 6.1.5. Grantor shall obtain and provide to County a survey of the North Pond and New Drainage Easement. Objections to such survey shall be made and resolved pursuant to paragraphs 10.2.1 and 10.2.2 of the Original Agreement.
- 6.1.6. The closing under the Repurchase Option shall occur pursuant to paragraph 11 of the Original Agreement except that:
  - a. County shall convey the North Pond to Grantor pursuant to a statutory deed under Section 125.411, Florida Statutes.
  - b. Grantor shall pay all recording costs, documentary stamp taxes, title insurance premiums and charges of the title insurance company for issuing the title insurance policy.
- 6.2. New Drainage Easement; Modification; Maintenance. If Grantor repurchases the North Pond, the following provisions shall apply:
  - 6.2.1. *New Drainage Easement.* Grantor will grant to County a drainage easement (the "New Drainage Easement") to permit County to convey stormwater to, and retain stormwater in, the North Pond substantially similar to "South Pond Easement" being conveyed pursuant to paragraph 2.2.1. of the *Grant of Drainage Easements (South Pond)* (the "South Pond Grant") being executed by Grantor in favor of County on even date herewith.
  - 6.2.2. *Modification.*
    - a. Grantor shall have the right, from time to time, to modify, enlarge or relocate one or more of the Drainage Facilities ("Existing Drainage Facilities") including the North Pond, and the associated Reserved Drainage Easement Areas and Conveyance Drainage Easement Areas (collectively the "Existing Drainage Easement Areas"), at Grantor's sole expense, in connection with Grantor's development or redevelopment of the Parent Tract provided that: (a) the relocated or modified Reserved Drainage Easement Areas and Conveyance Drainage Easement Areas (collectively the "Modified Drainage Easement Areas") and modified Drainage Facilities ("Modified Drainage Facilities") provide the same degree of stormwater conveyance or retention in their new location or form as they did in their original location or form as determined by County in its reasonable discretion; (b) Grantor performs such relocation or

modification at its sole cost and expense, in a good and workman-like manner, and in compliance with all applicable laws and regulations. For purposes of this paragraph 6, a “modification” includes converting a drainage retention area, such as the North Pond, into a vault storage drainage retention area.

- b. During construction of the Modified Drainage Facilities, the Existing Drainage Facilities shall remain available for use by County.
- c. Upon completion of construction of the Modified Drainage Facilities:
  - 1). Grantor shall provide County with as-built surveys of the Modified Drainage Facilities for approval by County in its reasonable discretion.
  - 2). Upon approval of the as-built surveys by County:
    - a) If the Modified Drainage Facilities include the North Pond, Grantor will convey to County any additional real property for the modified North Pond not included within the attached **Exhibit A**, and County will convey to Grantor any portion of the real property described in the attached **Exhibit A** not included within the modified North Pond.
    - b) Grantor and County will enter into an amendment to this instrument relocating the Reserved Drainage Easement Area or Conveyance Easement Area.
    - c) The form and substance of the instruments to be executed under this paragraph 6.2.2.c.2) shall be acceptable to Grantor and County in their reasonable discretion.
- d. Grantor shall comply with all applicable environmental permitting requirements concerning the Modified Drainage Facilities, and County shall cooperate with Grantor in obtaining any necessary amendment to the Existing Permit concerning the Existing Drainage Facilities. The Modified Drainage Facilities shall comply with all criteria or conditions as governmental authorities may require for the joint uses intended by County and Grantor.

6.3. Maintenance.

- 6.3.1. Grantor shall amend the then-existing ERP Permit for the North Pond to provide that Grantor, not County, shall be the maintenance entity for the North Pond. Thereafter, Grantor shall maintain the North Pond in the same manner and to the same standards that County was obligated to do so pursuant to paragraph 5.1 at its sole costs.
- 6.3.2. Grantor may assign its rights and obligations to maintain the North Pond under this Agreement (either the Existing Drainage Facilities or the Modified Drainage Facilities) to a property owners’ association or Community Development District formed pursuant to Chapter 190, Florida Statutes, (either a “POA”) formed for the development of the Grantor Parcel or any portion thereof contiguous to the North Pond provided that all of the following conditions are satisfied:

- a. The POA is formed for the specific purpose of owning and maintaining common elements for the development of the portion of the Grantor Parcel that includes the North Pond.
- b. The POA is granted the authority to own, maintain and operate the North Pond by a Declaration recorded in the Public Records of Marion County, Florida.
- c. The POA is empowered under the terms of any recorded Declaration to collect assessments from all of the owners (other than governmental entities or the POA) of parcels located on the Grantor Parcel for the purpose of providing funds necessary for the maintenance and operation of the North Pond which are the subject of this instrument, in such amounts as, in the reasonable opinion of County, are sufficient for the maintenance and operation of the North Pond.
- d. Grantor shall have the right to convey to the POA fee simple title to the portions of the Grantor Parcel in which the North Pond are located. The POA shall have the right to assume the operation, repair, and maintenance obligations of Grantor with respect to all the North Pond which are the subject matter of this instrument, and Grantor shall be released from any and further liabilities or responsibilities with respect to the ownership, operation, maintenance and repair of the North Pond which are the subject-matter of this instrument. The conveyance of the North Pond, assumption of the maintenance obligations of Grantor by the POA, and the release of Grantor shall be completed in accordance with the following provisions:
  - 1). Simultaneous with the conveyance of the North Pond to the POA, Grantor and the POA shall enter into an agreement (the "Assumption Agreement"), to be recorded in the Public Records of Marion County, Florida, under which the POA expressly acknowledges assumption of all of Grantor's rights and obligations under this instrument with respect to the North Pond. If the Declaration includes an express acknowledgement by the POA of assumption of all of Grantor's rights and obligations under this instrument with respect to the North Pond, the Declaration shall be deemed to constitute the Assumption Agreement. A copy of the recorded Assumption Agreement shall be provided to County and to the WMD by formal notice within thirty (30) days of the date of its recordation in the Public Records.
  - 2). Upon completion of the procedures set forth above, Grantor and the POA will, at their sole cost and expense, undertake actions to have the designated permittee of the Permit modified to be the POA, subject to any required review and approval by the District or the County.
  - 3). Upon completion of the execution of the Assumption Agreement and the recording of the same in the Public Records of Marion County, Florida, the POA shall have assumed and shall be responsible for all maintenance obligations of Grantor with respect to the North Pond which are subject of this instrument, notwithstanding whether the designated permittee of the Permit has been modified to the POA.

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

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SIGNATURES START ON NEXT PAGE**

**GRANTOR**

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

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printed Name

Print Witness Address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printed Name

Print Witness Address:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐  
online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Donald R. DeLuca as Vice President of  
Legal Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public, State of Florida

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

(Please print or type)

Commission Number: \_\_\_\_\_

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

Notary: Check one of the following:

\_\_\_\_ Personally known OR

\_\_\_\_ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: \_\_\_\_\_

**EXHIBIT A  
PARENT TRACT**

Real property in Marion County, Florida as conveyed to Grantor in Deeds recorded in OR Book 6880, Page 1917, and OR Book 6880, Page 1920:

**PARCEL 1:**

Commence at the NW corner of Section 5, Township 15 South, Range 21 East, Marion County, Florida, thence South along the West boundary of said Section 5 a distance of 40.00 feet to the South right-of-way line of a County Graded Road, said point being also the Point of Beginning, thence N. 89°59'24" E. along said South right-of-way line 315.66 feet, thence S. 00°08'00" E. along the West boundary of the East 317 feet of the West 1/2 of the NW 1/4 of the NW 1/4 of said Section 5 a distance of 679.62 feet, thence S. 89°39'14" E. 318.18 feet to the West right-of-way line of NW 68th Avenue, thence, S. 00°00'34" E. along said West right-of-way line 84.85 feet to the Point of Cusp of a curve concave Southwesterly having a radius of 25.00 feet, a central angle of 89°38'40" and a chord bearing of N., 44°49'54" W. thence Northwesterly along said curve an arc distance, of 39.11 feet to the Point of Tangency of said curve, thence N. 89°39'14" W. 293.20 feet, thence N. 89°37'31" W. 262.23 feet to the Point of Curvature of a curve concave Southeasterly having a radius of 25.00 feet, a central angle of 90°22'29" and a chord bearing of S. 45°11'15" W. thence Southwesterly along said curve an arc, distance of 39.43 feet to the Point of Tangency of said curve, thence South 700.82 feet, thence N. 89°39'42" W. 30.00 feet to the SE corner of the NE 1/4 of the NE 1/4 of Section 6, Township 15 South, Range 21 East, thence S. 89°18'50" W. along the South boundary of said NE 1/4 of NE 1/4 a distance of 1305.54 feet to the East right-of-way line of a paved county road, thence N. 00°24'00" E. along said East right-of-way line 1039.04 feet to a point of intersection with the Southeasterly right-of-way line of County Road C-225A, thence N. 58°59'45" E. along said Southeasterly right-of-way line 869.53 feet to a point of intersection with the aforesaid South right-of-way line of a County Graded Road, thence N. 89°49'28" E. along said South right-of-way line 317.61 feet, thence continue along said South right-of-way line S. 00°10'32" E. 10.00 feet, thence continue along said right-of-way line N., 89°49'28" E. 30.00 feet, thence continue along said South right-of-way line N. 89°40'45" E. 205.26 feet to the Point of Beginning.

**LESS AND EXCEPT:**

Lot 7, Block B, of GEORGETOWN, an unrecorded subdivision lying in the NW 1/4 of Section 5, and the NE 1/4 of Section 6, Township 15 South, Range 21 East, Marion County, Florida; being more particularly described as follows:

Commence at the NE corner of Section 6, Township 15 South, Range 21 East, Marion County, Florida, thence South along the East boundary of said Section 6 a distance of 40.00 feet to a point on the South right of way line of a county paved road, thence S. 89°40'45" W. along said South right of way line 205.26 feet, thence continue along said South right of way line S. 89°49'28" W. 30.00 feet, thence continue along said South right of way line N. 00°10'32" W. 10.00 feet, thence continue along said South right of way line S. 89°49'28" W. 317.61 feet to a point of intersection with the Southeasterly right of way line of County Road C-225A, thence S. 58°59'45" W. along said Southeasterly right of way line 869.53 feet to a point of intersection with the Easterly right of way line of a paved county road, thence S. 00°24'00" W. along said Easterly right of way line 100.99 feet to the Point of Beginning, thence continue S. 00°24'00" W. along said Easterly right of way line 125.00 feet, thence S. 89°36'00" E. 160.00 feet, thence N. 00°24'00" E. 125.00 feet, thence N. 89°36'00" W. 160.00 feet to the Point of Beginning.

**LESS AND EXCEPT:**

Commence at the NE corner of Section 6, Township 15 South, Range 21 East, Marion County, Florida, thence South along the East boundary of said Section 6, a distance of 40.00 feet to a point on the South right of way line of a County paved road, thence S. 89°40'45" W. along said South right of way line 205.26 feet, thence continue along said South right of way line S. 89°49'28" W. 30.00 feet, thence continue along said South right of way line N. 00°10'32" W. 10.00 feet, thence continue along said South right of way line S. 89°49'28" W. 317.61 feet to Point of Intersection with the Southeasterly right of way line of County Road C-225A, thence S. 58°59'45" W. along said Southeasterly right of way line 869.53 feet to a Point of Intersection with the Easterly right of way line of a paved County Road, thence S. 00°24'00" W. along said Easterly right of way line 225.99 feet to the point of Beginning, thence continue S. 00°24'00" W. along said Easterly right of way line 302.00 feet, thence S. 89°36'00" E. 215.00 feet, thence N. 00°24'00" E. 302.00 feet, thence N. 89°36'00" W. 215.00 feet to the Point of Beginning.

AND Less and Except: Land described in Deed(s) in Book 2487, page 126; and Book 993, page 1133; and Book 910, page 139

**TOGETHER WITH:**

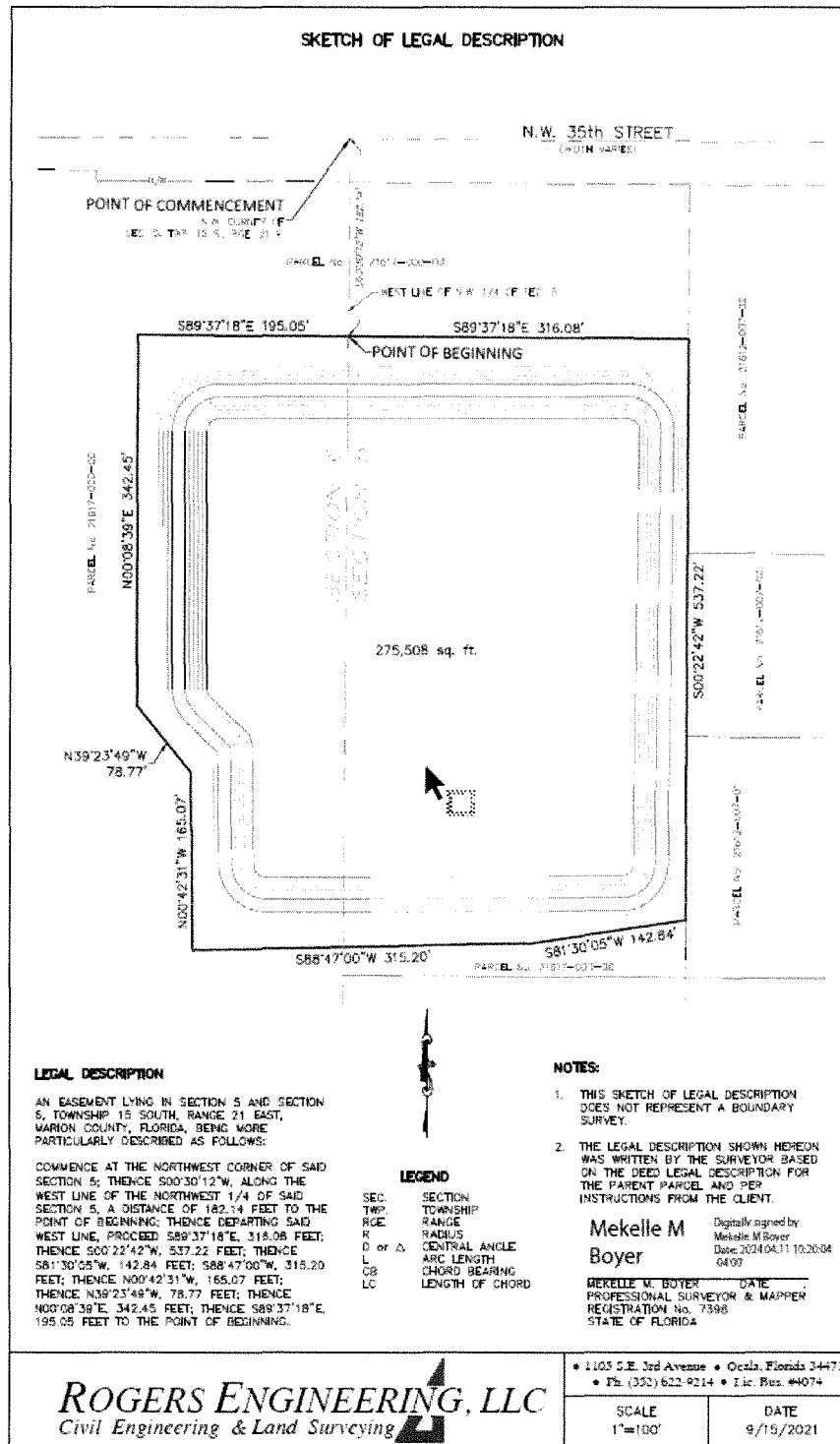
**Parcel 2:**

Commence at the NE corner of Section 6, Township 15 South, Range 21 East, Marion County, Florida, thence South along the East boundary of said Section 6, a distance of 40.00 feet to a point on the South right of way line of a County paved road, thence S. 89°40'45" W. along said South right of way line 205.26 feet, thence continue along said South right of way line S. 89°49'28" W. 30.00 feet, thence continue along said South right of way line N. 00°10'32" W. 10.00 feet, thence continue along said South right of way line S. 89°49'28" W. 317.61 feet to Point of Intersection with the Southeasterly right of way line of County Road C-225A, thence S. 58°59'45" W. along said Southeasterly right of way line 869.53 feet to a Point of Intersection with the Easterly right of way line of a paved County Road, thence S. 00°24'00" W. along said Easterly right of way line 225.99 feet to the point of Beginning, thence continue S. 00°24'00" W. along said Easterly right of way line 302.00 feet, thence S. 89°36'00" E. 215.00 feet, thence N. 00°24'00" E. 302.00 feet, thence N. 89°36'00" W. 215.00 feet to the Point of Beginning.

AND LESS AND EXCEPT from Parcel 1 and Parcel 2, real property referred to as "FEE SIMPLE PARCEL 3 (FS3)" in the Deed from Grantor to County recorded in OR Book 7545, Page 707, and described as follows:

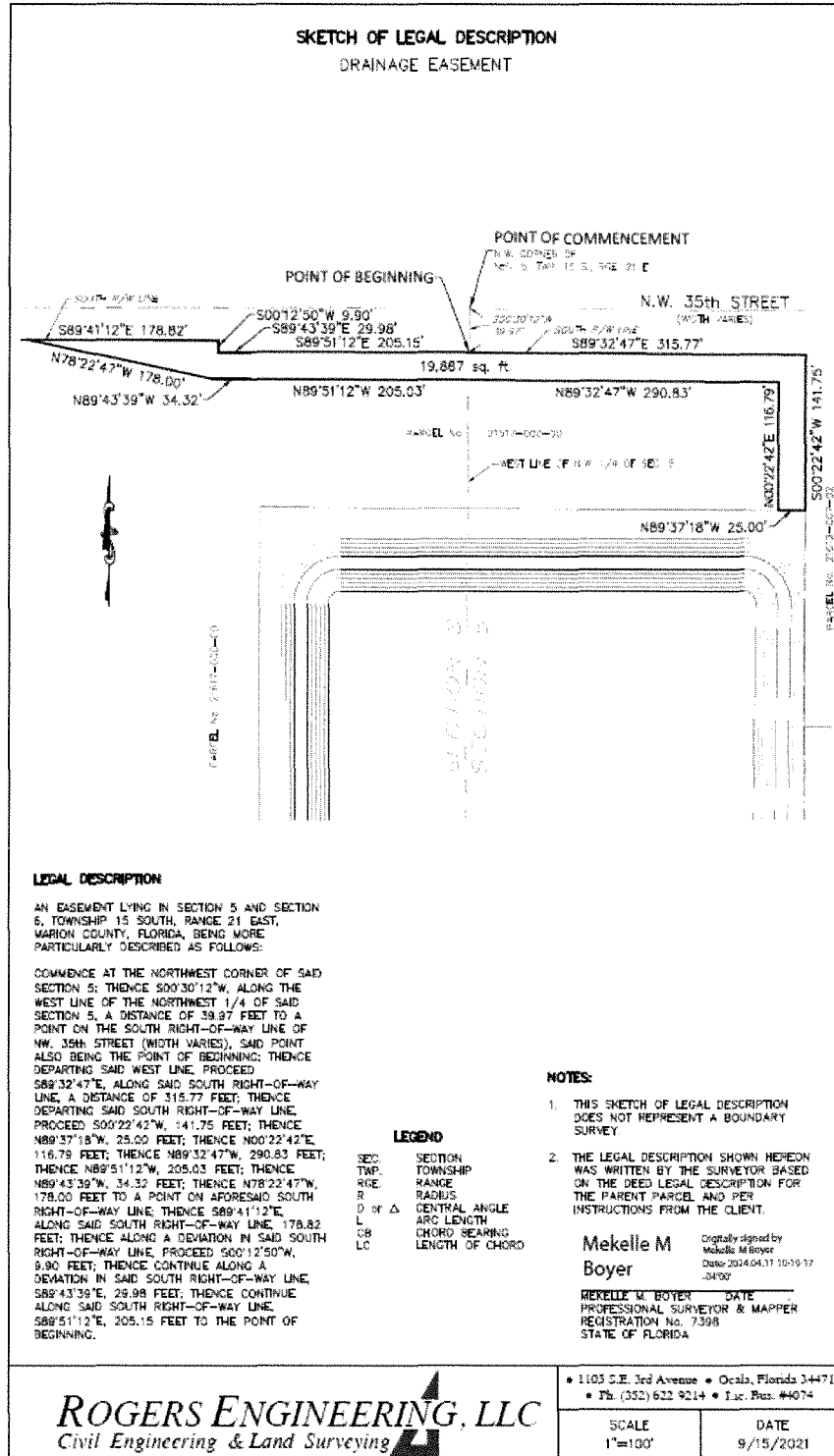
COMMENCE AT THE NE CORNER OF SECTION 6, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE PROCEED S00°30'05"W ALONG THE EAST BOUNDARY OF SAID SECTION 6 A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY OF NW 35TH STREET; THENCE DEPARTING SAID EAST BOUNDARY PROCEED N89°45'58"W ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 459.05 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT OF WAY PROCEED S59°27'23"W A DISTANCE OF 984.63 FEET TO THE EAST RIGHT OF WAY OF NW 72ND COURT; THENCE N00°32'32"E ALONG SAID EAST RIGHT OF WAY A DISTANCE OF 55.79 FEET TO THE EASTERLY RIGHT OF WAY OF NW 70TH AVENUE ROAD; THENCE DEPARTING SAID EAST RIGHT OF WAY PROCEED N59°26'13"E ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 875.11 FEET TO THE AFORESAID SOUTH RIGHT OF WAY OF NW 35TH STREET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY PROCEED S89°45'58"E ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 93.95 FEET TO THE POINT OF BEGINNING.

# EXHIBIT B NORTH POND





# EXHIBIT C CONVEYANCE DRAINAGE EASEMENT AREA



**EXHIBIT F**  
**REMAINING ROW VALUE/SECOND CLOSING IMPACT FEE CREDITS**

<b>Parcel</b>	<b>ROW Value</b>
North Pond (per paragraph 2.3.1 of Second Amendment)	\$284,615.70
Drainage Easement North of North Pond (per paragraph 2.3.2 of Second Amendment)	\$20,544.42
Sherman Oaks	\$13,112.42
<b>TOTAL</b>	<b>\$318,272.54</b>

**EXHIBIT G**  
**FIRST CLOSING IMPACT FEE CREDITS**

<b>Parcel</b>	<b>Sketch Name</b>	<b>ROW Value</b>	<b>Recording Info (Book/Page)</b>
Fee Simple Parcel 1	FS1	\$96,750.00	7545/715
Fee Simple Parcel 2	FS2	\$27,000.00	7545/715
Fee Simple Parcel 3	FS3	\$45,900.00	7545/707
Fee Simple Parcel 4	FS4	\$20,250.00	7545/712
Fee Simple Parcel 5	FS5	\$270,000.00	7545/707
Fee Simple Parcel 6	FS6	\$346,500.00	7545/707
Fee Simple Parcel 7	FS7	\$121,500.00	7545/707
Fee Simple Parcel 8	FS8	\$310,000.00	7545/707
Temporary Construction Easement Parcel 1	TCE1	\$6,300.00	7545/774
Temporary Construction Easement Parcel 2	TCE2	\$5,400.00	7545/761
Temporary Construction Easement Parcel 4	TCE4	\$2,700.00	7545/765
Temporary Construction Easement Parcel 5	TCE5	\$1,800.00	7545/768
Temporary Construction Easement Parcel 6	TCE6	\$2,700.00	7545/771
Drainage Easement Parcel 1	DE1	\$18,000.00	7545/747
Drainage Easement Parcel 2	DE2	\$54,000.00	7545/752
Temporary Access Easement	TAE1	\$0.00	7545/757
<b>TOTAL</b>		<b>\$1,328,800.00</b>	

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