

*This instrument prepared by,
and when recorded return to:*

S. Denay Brown, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
106 E. College Avenue, Suite 700
Tallahassee, Florida 32301

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

AGREEMENT FOR MULTIMODAL PATH SW 80TH AVE

THIS AGREEMENT FOR MULTIMODAL PATH (“**Agreement**”) is made as of this ____ day of _____, 2026, by and among MARION COUNTY, a political subdivision of the State of Florida, whose post office address is 601 SE 25th Ave., Ocala, FL 34471 (“**County**”), and ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, whose post office address is 8445 SW 80th Street Road, Ocala, Florida 34481 (“**OTOW**”). The County and OTOW shall each be referred to herein as a “**Party**” and shall be collectively referred to herein as the “**Parties**.”

RECITALS:

WHEREAS, OTOW is the fee simple owner of that certain property described and depicted on **Exhibit A** attached hereto (“**OTOW Property**”) upon which a portion of a multimodal path exists;

WHEREAS, OTOW previously granted County an easement over the OTOW Property, together with additional lands, as reflected in Official Records Book 7229, Page 1444, of the Public Records of Marion County (“**County**”), Florida;

WHEREAS, County owns a portion of the multimodal path which is located in the right-of-way for SW 80th Ave, adjacent to the OTOW Property;

WHEREAS, County desires to obtain fee simple title to the OTOW Property so that it has title to the entirety of the multimodal path adjacent to SW 80th Ave;

WHEREAS, OTOW is agreeable to conveying the OTOW Property to the County and taking back an easement from the County over the entirety of the multimodal path as described and depicted on **Exhibit B** (“**Multimodal Path**”) attached hereto;

WHEREAS, the Parties desire to enter into this Agreement to establish the Parties obligations with regard to conveyance of the OTOW Property and the granting of an easement over the Multimodal Path;

WHEREAS, the Marion County Board of County Commissioners authorized execution of this Agreement on _____, 2026.

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

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

2. **Conveyance of OTOW Property.** Concurrently with execution of this Agreement, OTOW shall execute the warranty deed attached hereto as **Exhibit "1"** ("**Deed**").

3. **Dedication of Multimodal Easement.** Concurrently with the execution of this Agreement, the Parties shall execute the easement agreement attached hereto as **Exhibit "2"** ("**Multimodal Easement Agreement**"), which provides for an easement over the Multimodal Path. OTOW shall record the Deed and Multimodal Easement Agreement within five (5) days of the Effective Date.

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

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

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

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

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

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

5. **Miscellaneous.**

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

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

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

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

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

(f) **Attorneys' Fees/Venue.** In the event of any dispute, litigation, or other proceeding between the Parties arising out of this Agreement, to enforce any provision of this

Agreement, or any right of the Parties hereunder, each Party to such dispute, litigation, or other proceeding shall pay its own attorney fees, costs and expenses incurred in court, at trial, on appeal, and in any other proceeding irrespective of whether a Party prevails in such litigation or proceeding. In the event of litigation, venue shall be in Marion County, Florida. The provisions of this Section shall survive termination of this Agreement.

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

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

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

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

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

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

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

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

INDEX OF EXHIBITS

Exhibit A – OTOW Property

Exhibit B – Multimodal Path

Exhibit “1” – Deed

Exhibit “2” – Multimodal Easement Agreement

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

ATTEST:

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

Gregory C. Harrell, Clerk

By: _____
Carl Zalak, III, Chairman

For Use of Marion County Only,
Approved as to Form

For _____
Matthew G. Minter
County Attorney

WITNESSES:

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

Print Name: _____
Witness Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Witness Address: _____

Date: _____

STATE OF _____
COUNTY OF _____

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

[Notary Seal]

Notary Public

Name printed

My Commission Expires: _____

Exhibit A

**SKETCH OF DESCRIPTION FOR:
ON TOP OF THE WORLD COMMUNITIES, L.L.C.
SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST,
MARION COUNTY, FLORIDA
"MODAL PATH S.W. 80TH AVENUE"**

DESCRIPTION:

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

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE ALONG THE EAST BOUNDARY LINE OF SAID SECTION 24, S.00°27'35"W, 388.13 FEET; THENCE DEPARTING SAID EAST BOUNDARY LINE, N.82°34'28"W, 99.52 FEET TO A POINT POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2562.00 FEET, A CENTRAL ANGLE OF 00°23'35", AND A CHORD BEARING AND DISTANCE OF S.11°02'24" W, 17.58 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 17.58 FEET TO THE END OF SAID CURVE; THENCE S.11°14'12"W, 1.23 FEET TO THE POINT OF BEGINNING; THENCE S.11°14'12"E, 1315.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1050.50 FEET, A CENTRAL ANGLE OF 18°44'02", AND A CHORD BEARING AND DISTANCE OF S.01°52'11"W, 341.95 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 343.48 FEET TO THE END OF SAID CURVE; THENCE N.53°30'58"W, 3.47 FEET TO THE EASTERLY RIGHT OF WAY OF S.W. 80TH AVENUE (A 120' RIGHT OF WAY) AS RECORDED IN OFFICIAL RECORDS BOOK 5042, PAGE 1393 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1053.00 FEET, A CENTRAL ANGLE OF 18°36'10", AND A CHORD BEARING AND DISTANCE OF N.01°56'07"E, 340.39 FEET; THENCE ALONG THE EASTERLY RIGHT OF WAY THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 341.89 FEET TO THE END OF SAID CURVE; (2) THENCE N.11°14'12"E, 1315.21 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY, S.80°26'35"E, 2.50 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.10 ACRES, MORE OR LESS.

NOTES:

1. DATE OF SKETCH: JANUARY 14, 2026.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.00°27'35"W, ALONG THE EAST BOUNDARY OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 3
ONE IS NOT COMPLETE
WITHOUT THE OTHERS

LEGEND:

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

SURVEYOR'S CERTIFICATION:

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

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

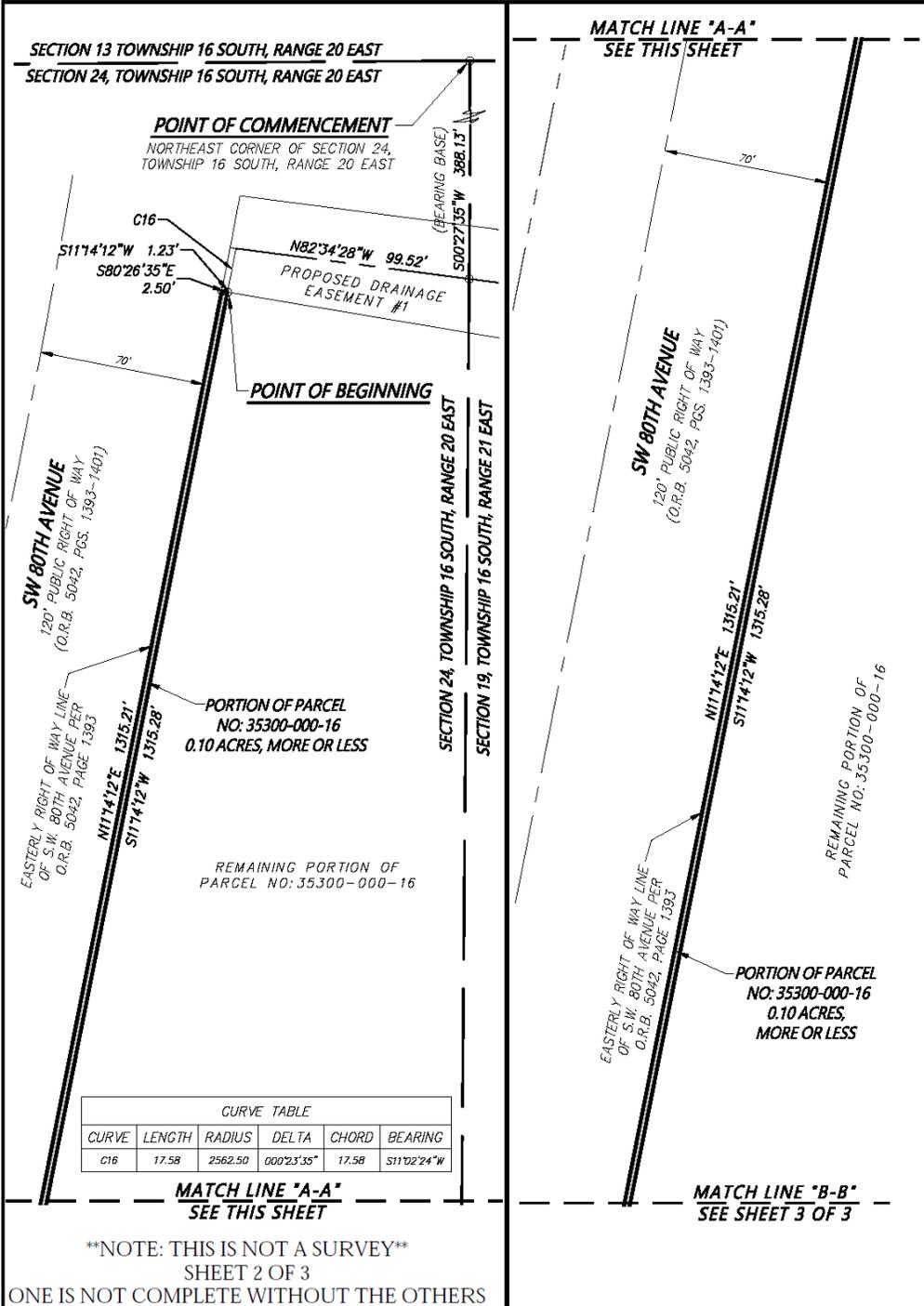
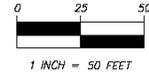
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Drawing name: Z:\Projects\15072 Winmar A-3 Parcel (Ref 16149); SW 80th Ave South Multi-Modal Path, Target\DWG\Sketch\15072SKR2 MODAL.dwg SHEET 1 Jan 14, 2026 4:46pm by Administrator

 <p style="font-size: 2em; font-weight: bold; margin: 0;">JCH</p> <p style="font-weight: bold; margin: 0;">CONSULTING GROUP, INC.</p> <p style="font-size: 0.8em; margin: 0;">LAND DEVELOPMENT, SURVEYING & MAPPING</p> <p style="font-size: 0.8em; margin: 0;">PLANNING • ENVIRONMENTAL • G.I.S.</p> <p style="font-size: 0.7em; margin: 0;">CERTIFICATE OF AUTHORIZATION NO. 18 807 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553</p> <p style="font-size: 0.7em; margin: 0;">616 SW STEEL STREET, OCALA, FLORIDA 34703</p> <p style="font-size: 0.7em; margin: 0;">PHONE: 352-465-1482 FAX: (984) 252-6225 www.jch.com</p>	DRAWN: C.J.H.	J.O.# 15072
	REVISED:	DWG.# 15072SKRMODALR2
	CHECKED: C.J.H.	SHEET 1 OF 3
	APPROVED: C.J.H.	ID: 35300-000-16
	SCALE: - - -	COPYRIGHT © DECEMBER, 2025



SKETCH OF DESCRIPTION FOR:
 ON TOP OF THE WORLD COMMUNITIES, L.L.C.
 SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST,
 MARION COUNTY, FLORIDA
"MODAL PATH S.W. 80TH AVENUE"



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C16	17.58	2562.50	000°23'35"	17.58	S11°02'24"W

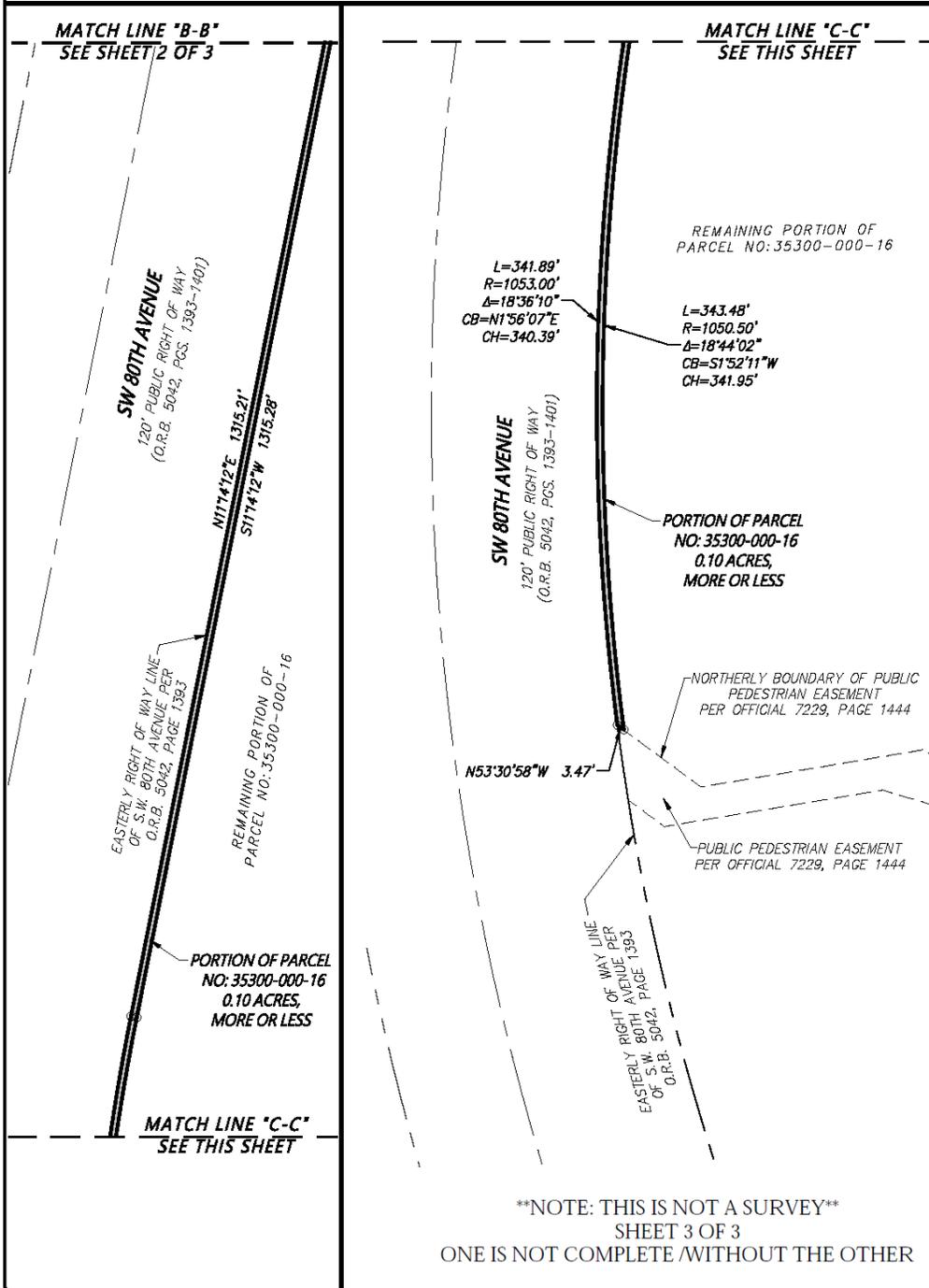
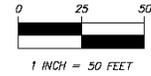
****NOTE: THIS IS NOT A SURVEY****
 SHEET 2 OF 3
 ONE IS NOT COMPLETE WITHOUT THE OTHERS

JCH
 CONSULTING GROUP, INC.
 LAND DEVELOPMENT, SURVEYING & MAPPING
 PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. 18 8671 CHRISTOPHER J. HOWSON, P.E.M., C.E.M. - II 6553
 425 SW 115TH STREET, OCKLAWA, FLORIDA 34071
 PHONE: (888) 466-1402 FAX: (888) 202-8336 www.jchgroup.com

DRAWN:	C.J.H.	J.O.# 15072
REVISED:		DWC.# 15072SKRMODALR2
CHECKED:	C.J.H.	SHEET 2 OF 3
APPROVED:	C.J.H.	ID: 35300-000-16
SCALE:	1" = 50'	COPYRIGHT © DECEMBER, 2025



SKETCH OF DESCRIPTION FOR:
 ON TOP OF THE WORLD COMMUNITIES, L.L.C.
 SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST,
 MARION COUNTY, FLORIDA
"MODAL PATH S.W. 80TH AVENUE"



JCH
 CONSULTING GROUP, INC.
 LAND DEVELOPMENT, SURVEYING & MAPPING
 PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. 121881 CHRISTOPHER J. ROYBORN P.E.M., C.P.M. - 151003
 426 SW 18TH STREET, OCALA, FLORIDA 34470
 PHONE (352) 405-1488 FAX (889) 273-8335 www.jch3g.com

DRAWN:	C.J.H.	J.O.# 15072
REVISED:		DWG.# 15072SKRMODALR2
CHECKED:	C.J.H.	SHEET 3 OF 3
APPROVED:	C.J.H.	ID: 35300-000-16
SCALE: 1" = 50'		COPYRIGHT © DECEMBER, 2025

Exhibit B

**SKETCH OF DESCRIPTION FOR:
ON TOP OF THE WORLD COMMUNITIES, L.L.C.
SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST,
MARION COUNTY, FLORIDA
"MODAL PATH S.W. 80TH AVENUE"**

DESCRIPTION:

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

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE ALONG THE EAST BOUNDARY LINE OF SAID SECTION 24, S.00°27'35"W, 89.87 FEET; THENCE DEPARTING SAID EAST BOUNDARY, N.89°32'25"W, 44.05 FEET TO THE POINT OF BEGINNING. THENCE S.32°01'19"E, 5.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 77°27'16", AND A CHORD BEARING AND DISTANCE OF S.06°42'18"W, 31.28 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 33.80 FEET TO A POINT OF TANGENCY; THENCE S.45°25'56"W, 20.72 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 37°51'24", AND A CHORD BEARING AND DISTANCE OF S.26°30'14"W, 19.46 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 19.82 FEET TO A POINT OF TANGENCY; THENCE S.07°34'32"W, 110.75 FEET; THENCE S.09°18'48"W, 87.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,562.50 FEET, A CENTRAL ANGLE OF 00°53'36", AND A CHORD BEARING AND DISTANCE OF S.10°47'24"W, 39.95 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.95 FEET TO THE END OF SAID CURVE; THENCE S.11°14'12"W, 1,316.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,050.50 FEET, A CENTRAL ANGLE OF 20°20'41", AND A CHORD BEARING AND DISTANCE OF S.01°03'51"W, 371.06 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 373.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 52°14'44", AND A CHORD BEARING AND DISTANCE OF N.33°26'48"W, 35.22 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,065.50 FEET, A CENTRAL ANGLE OF 18°37'07", AND A CHORD BEARING AND DISTANCE OF N.01°55'38"E, 344.72 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 346.24 FEET TO THE END OF SAID CURVE; THENCE N.11°14'12"E, 1,316.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,547.50 FEET, A CENTRAL ANGLE OF 00°53'25", AND A CHORD BEARING AND DISTANCE OF N.10°47'29"E, 39.58 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.58 FEET TO THE END OF SAID CURVE; THENCE N.09°18'48"E, 87.06 FEET; THENCE N.07°34'32"E, 110.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 37°51'24", AND A CHORD BEARING AND DISTANCE OF N.26°30'14"E, 29.19 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29.73 FEET TO A POINT OF TANGENCY; THENCE N.45°25'56"E, 20.72 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 77°27'16", AND A CHORD BEARING AND DISTANCE OF N.06°42'18"E, 12.51 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 13.52 FEET TO A POINT OF TANGENCY; THENCE N.32°01'19"W, 5.53 FEET; THENCE N.57°58'41"E, 15.00 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.69 ACRES, MORE OR LESS.

LESS AND EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5042, PAGE 848 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

NOTES:

1. DATE OF SKETCH: JANUARY 19, 2026.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.00°27'35"W, ALONG THE EAST BOUNDARY OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 4
ONE IS NOT COMPLETE
WITHOUT THE OTHERS

LEGEND:

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

SURVEYOR'S CERTIFICATION:

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

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

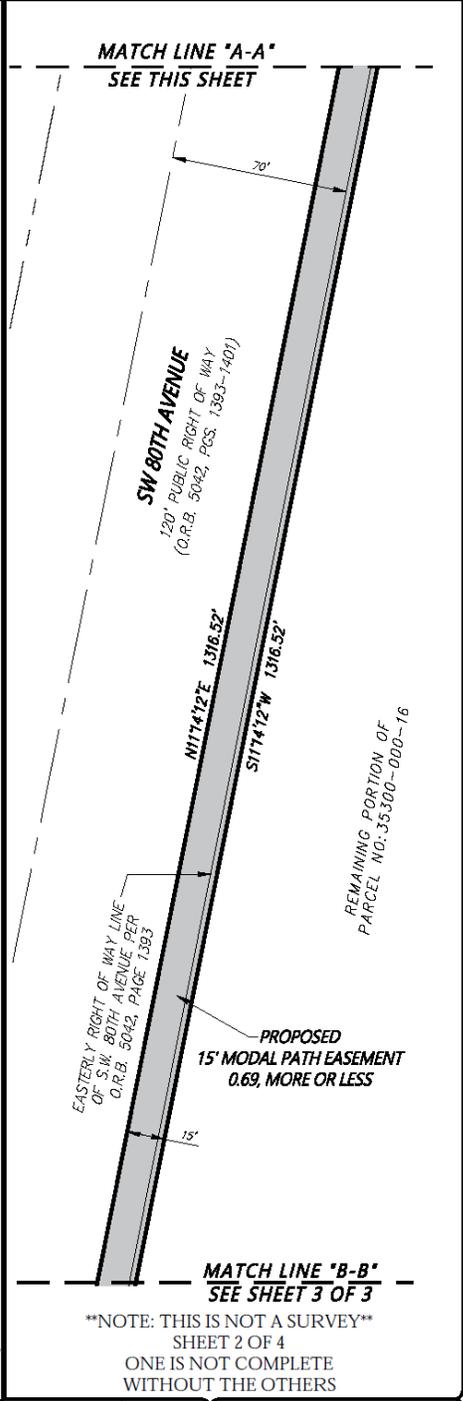
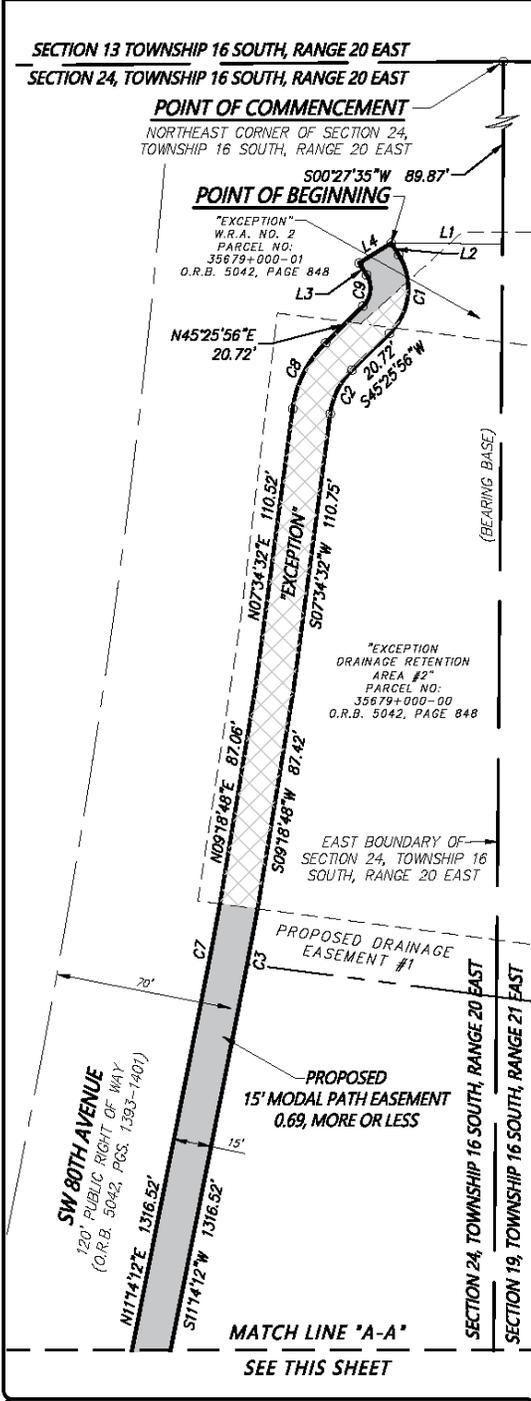
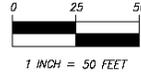
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Drawing name: Z:\Projects\15072 Walnut A-3 Parcel (Ref 14140), SW 80th Ave South Modl-Modal Path, Target\DWG\Sketch\15072SK (Overall Modal Easement).dwg SHEET 1 Jan 21, 2026 1:54pm by Administrator

 <p style="font-size: 24pt; font-weight: bold; margin: 0;">JCH</p> <p style="font-weight: bold; margin: 0;">CONSULTING GROUP, INC.</p> <p style="font-size: 10pt; margin: 0;">LAND DEVELOPMENT, SURVEYING & MAPPING</p> <p style="font-size: 10pt; margin: 0;">PLANNING • ENVIRONMENTAL • G.I.S.</p> <p style="font-size: 8pt; margin: 0;">CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553 15072 WALNUT AVE SW, SUITE 100, GAINESVILLE, FL 32609 PHONE 352-455-1402 FAX 352-272-5235 www.jchgroup.com</p>	DRAWN: C.J.H.	J.O.# 15072
	REVISED:	DWG.# 15072SK (OVERAL)
	CHECKED: C.J.H.	SHEET 1 OF 3
	APPROVED: C.J.H.	OVERALL MODAL EASEMENT
	SCALE: - - -	COPYRIGHT © JANUARY, 2026



SKETCH OF DESCRIPTION FOR:
 ON TOP OF THE WORLD COMMUNITIES, L.L.C.
 SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST,
 MARION COUNTY, FLORIDA
"MODAL PATH S.W. 80TH AVENUE"

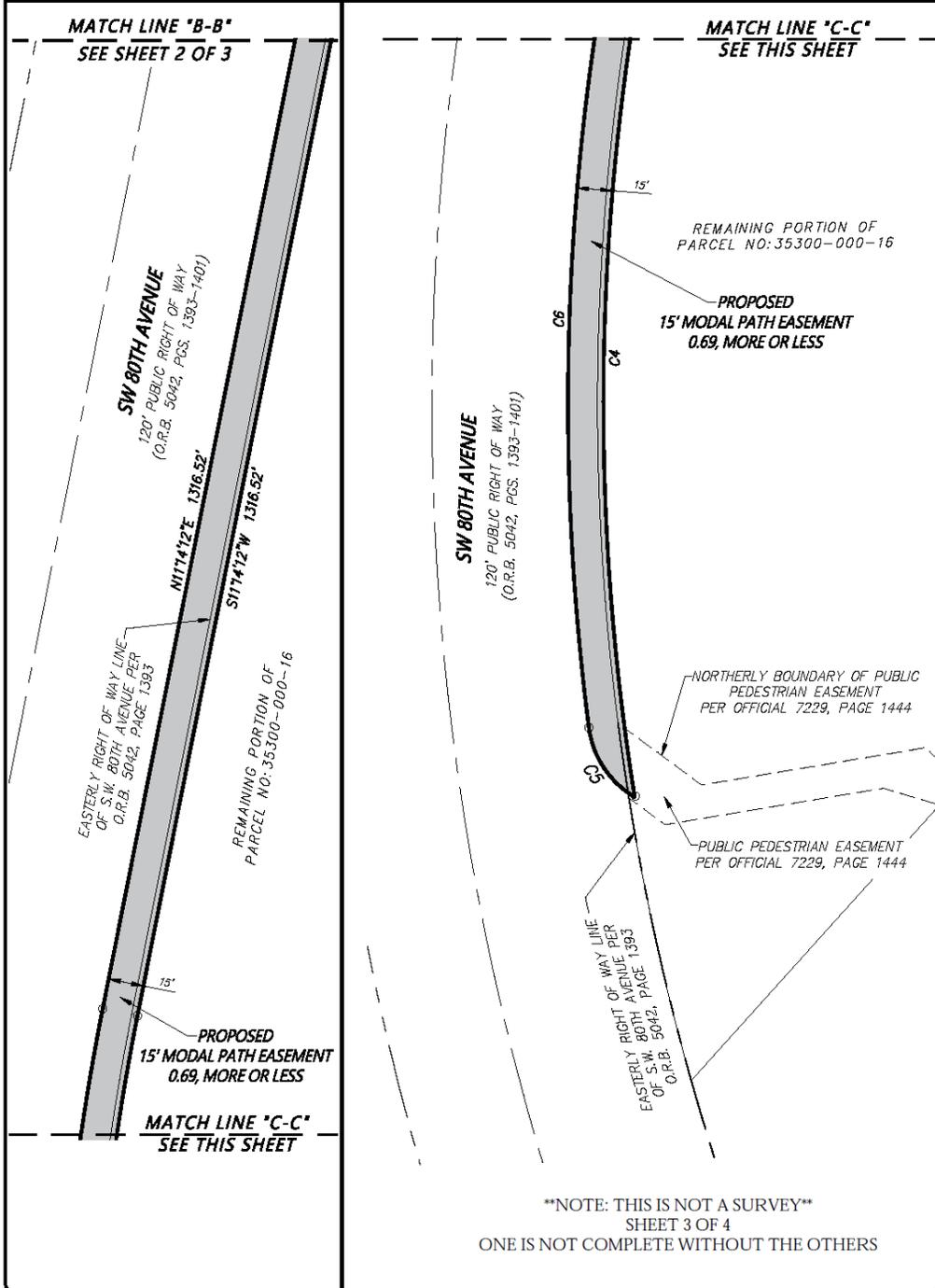
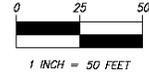


JCH
 CONSULTING GROUP, INC.
 LAND DEVELOPMENT, SURVEYING & MAPPING
 PLANNING • ENVIRONMENTAL • G.I.S.
 CORPORATION OF ALTERNATE DESIGN NO. 121601 CORP. OFFICIAL J. HODSON, P.E.M., C.P.M. - 15 6070
 465 SW 15TH STREET, Ocala, Florida 34071
 PHONE (352) 468-1102 FAX (352) 279-4335 www.jchgroup.com

DRAWN:	C.J.H.	J.O.# 15072
REVISED:		DWG.# 15072SK (OVERAL)
CHECKED:	C.J.H.	SHEET 2 OF 4
APPROVED:	C.J.H.	OVERALL MODAL EASEMENT
SCALE: 1" = 50'		COPYRIGHT © JANUARY, 2026



SKETCH OF DESCRIPTION FOR:
 ON TOP OF THE WORLD COMMUNITIES, L.L.C.
 SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST,
 MARION COUNTY, FLORIDA
"MODAL PATH S.W. 80TH AVENUE"



JCH
 CONSULTING GROUP, INC.
 LAND DEVELOPMENT • SURVEYING & MAPPING
 PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. 124 8071 CHRISTOPHER J. JOHNSON P.S.M., C.F.M. - 15 8803
 616 W 11TH STREET OCEOLA, FLORIDA 34071
 PHONE (889) 405-1488 FAX (889) 272-8325 www.JCHgroup.com

DRAWN:	C.J.H.	J.O.# 15072
REVISED:		DWG.# 15072SK (OVERALL)
CHECKED:	C.J.H.	SHEET 3 OF 4
APPROVED:	C.J.H.	OVERALL MODAL EASEMENT
SCALE: 1" = 50'		COPYRIGHT © JANUARY, 2026

SKETCH OF DESCRIPTION FOR:
 ON TOP OF THE WORLD COMMUNITIES, L.L.C.
 SECTION 24, TOWNSHIP 16 SOUTH, RANGE 20 EAST,
 MARION COUNTY, FLORIDA
"MODAL PATH S.W. 80TH AVENUE"

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	33.80	25.00	077°27'16"	31.28	S06°42'18"W
C2	19.82	30.00	037°51'24"	19.46	S26°30'14"W
C3	39.95	2562.50	000°53'36"	39.95	S10°47'24"W
C4	373.02	1050.50	020°20'41"	371.06	S01°03'51"W
C5	36.47	40.00	052°14'44"	35.22	N33°26'48"W
C6	346.24	1065.50	018°37'07"	344.72	N01°55'38"E
C7	39.58	2547.50	000°53'25"	39.58	N10°47'29"E
C8	29.73	45.00	037°51'24"	29.19	N26°30'14"E
C9	13.52	10.00	077°27'16"	12.51	N06°42'18"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°32'25"W	44.05
L2	S32°01'19"E	5.53
L3	N32°01'19"W	5.53
L4	N57°58'41"E	15.00

NOTE: THIS IS NOT A SURVEY
 SHEET 4 OF 4
 ONE IS NOT COMPLETE WITHOUT THE OTHERS

 <h1 style="margin: 0;">JCH</h1> <p style="margin: 0; font-size: small;">CONSULTING GROUP, INC. LAND DEVELOPMENT, SURVEYING & MAPPING PLANNING • ENVIRONMENTAL • G.I.S. <small>CERTIFICATE OF AUTHORIZATION NO. 18 897 CERTIFICATE NO. 11070000 P.E.M., C.F.M. - 15 668 601 SW 13TH STREET, OCELA, FLORIDA 32067 PHONE (352) 405-1466 FAX (352) 379-8225 www.JCHgroup.com</small></p>	DRAWN: C.J.H.	J.O.# 15072
	REVISED:	DWG.# 15072SK (OVERAL)
	CHECKED: C.J.H.	SHEET 4 OF 4
	APPROVED: C.J.H.	OVERALL MODAL EASEMENT
	SCALE: 1" = 50'	