

AGREEMENT CONCERNING CONVEYANCE OF RIGHT OF WAY AND RELATED MATTERS

THIS AGREEMENT CONCERNING CONVEYANCE OF RIGHT OF WAY AND RELATED MATTERS (the "Agreement") is made and entered into this January 19, 2021 (the "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, L.L.C., an Ohio limited liability company.

WHEREAS:

- A. Seller owns the ROW¹, and additional real property, located in Marion County, Florida.
- B. Seller and County are parties to the Amended Development Agreement pursuant to which, among other things, Seller agreed to convey the ROW to County pursuant to a separate agreement contemplated therein (being this Agreement), and pursuant to which Seller is entitled to receive Impact Fee Credits and Proportionate Share Credits.
- C. The parties desire to effectuate the Amended Development Agreement and to evidence their agreements concerning other matters.

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:

DEFINITIONS AND BASIC PROVISIONS

1. **Definitions.** In addition to other terms defined in this Agreement, the following terms have the following meanings:
 - 1.1. *80th Avenue* – The planned public roadway designated by the County as "NW 80th Avenue," "NW 70th Avenue," and "CR 225A," referring specifically to those portions of such roadways to be improved pursuant to the County Transportation Work.
 - 1.2. *Amended Development Agreement* – The "Development Agreement Concerning Concurrency, Impact Fee Credits and Other Matters, for Golden Ocala" (the "Original Development Agreement") between County, Seller and the "ERC Party" (as defined therein), as recorded in OR Book 6791, Page 105, public records of Marion County, Florida, as amended by an "Amendment to Development Agreement Concerning Concurrency, Impact Fee Credits, and Other Matter for Golden Ocala being entered into contemporaneously herewith (the "First Amendment to Development Agreement").
 - 1.3. *Closing* – One or more of the following:

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



Certified A True Copy
of 36 page document
this 8 day of Feb 2021
GREGORY C. HARRELL
Clerk of Court and Comptroller
By [Signature] D.C.

- 1.3.1. *First Closing* – The delivery of a deed and other documents pursuant to paragraph 11.
- 1.3.2. *Second Closing* – The delivery of a deed and other documents pursuant to paragraph 16.
- 1.4. *Closing Date* – One or more of the following:
 - 1.4.1. *First Closing Date* – The date for the First Closing as set forth in paragraph 11.1.
 - 1.4.2. *Second Closing Date* – The date for the Second Closing as set forth in paragraph 16.1.
- 1.5. *Contingency* – Seller obtaining the New DRA Permit as and when set forth in paragraph 13.
- 1.6. *Conveyance Document* – One or more of the documents referred to in paragraph 11.2.
- 1.7. *County* – Marion County, a political subdivision of the State of Florida.
- 1.8. *County Impact Fee Ordinance* – The “Marion County Impact Fee Ordinance for Transportation Facilities” as defined and codified in Division 2 of Article 10 of the County Code.
- 1.9. *County Transportation Work* – The improvements to be constructed by County pursuant to the First Amendment to Development Agreement, and defined therein as the “County Transportation Work.” As set forth in paragraph 4.2, the County Transportation Work shall be constructed in two phases:
 - 1.9.1. *US 27 County Transportation Work* – The portion of the County Transportation Work located near the intersection of US 27 and NW 80th Avenue and labeled “US 27 County Transportation Work” on the sketch attached hereto as **Exhibit C**.
 - 1.9.2. *SR 40 County Transportation Work* – The portion of the County Transportation Work located near the intersection of SR 40 and NW 80th Avenue and labeled as the “SR 40 County Transportation Work” on the sketch attached hereto as **Exhibit D**.
- 1.10. *County LDR* – The County’s “Land Development Code,” as adopted by County Ordinance No. 13-20, as defined in Section 1.1.1 of such Code, and as the same may be subsequently amended, modified, or supplemented.
- 1.11. *Credit* – One or more of the following: Impact Fee Credits or Proportionate Share Credits.
- 1.12. *Current DRA* – The drainage retention area to be constructed on the Current DRA Parcel pursuant to the Current Permit, and the Stormwater Management Facilities necessary to convey stormwater into such drainage retention area.
- 1.13. *Current DRA Parcel* – The location of the Current DRA as set forth in paragraph 5.1. The Current DRA Parcel is referred to as “DRA Easement Parcel 1” on the attached **Exhibit B**.

The location of the Current DRA Parcel is depicted on the Sketch attached hereto as **Exhibit E**.

- 1.14. *Current Permit* – One or more of the following: County to provide.
 - 1.14.1. FDOT Drainage Connection Permit approved by FDOT on December 23, 2019, No.: 2019-D-595-00025;
 - 1.14.2. Driveway Connection Permit issued by FDOT on July 29, 2020, File No.: 2019-A-595-00031; and
 - 1.14.3. Environmental Resource Permit issued by the Water Management District dated February 3, 2020, Application ID and Permit No.: 793729 / 43044425.000. This Permit contemplates the construction of two drainage retention areas. One of them, referred to in this Agreement as the “Current DRA” and “DRA Easement Parcel 1” on the attached **Exhibit B**, is the subject of the provisions of this Agreement concerning the New DRA to be constructed in lieu of the Current DRA if Seller obtains the New DRA Permit. The other drainage retention area is not the subject of those provisions and is included in the description of the Fee Simple Parcels on the attached **Exhibit A** as “Fee Simple Parcel 6.”
- 1.15. *Easement* – One or more of the easements to be conveyed to County as part of the ROW. The type and scope of each Easement is set forth in the Conveyance Documents.
- 1.16. *Easement Parcels* – As defined in paragraph 3.1.2.
- 1.17. *FDOT* – The Florida Department of Transportation, an agency of the State of Florida, the Governmental Authority which has primary jurisdiction over the design, permitting and operation of state roads and transportation facilities related thereto, or its successor.
- 1.18. *Fee Simple Parcels* – As defined in paragraph 3.1.1.
- 1.19. *Governmental Authority* – Any governmental agency, entity, department, commission, or other governmental organization of any nature whatsoever which has regulatory authority over, or must issue approvals or permits for, the construction and operation of any land, roadways, or Stormwater Management Facilities which are subject of this Agreement.
- 1.20. *Impact Fees* – Impact fees due under the County Impact Fee Ordinance. (Because this Agreement primarily concerns transportation matters, this phrase does not apply to any other impact fees, or similar charges, assessed under the County Code.)
- 1.21. *Impact Fee Credits* – Credits against Impact Fees to be provided to Seller under the Original Development Agreement and this Agreement.
- 1.22. *Month* (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date of the first event. For example, two (2) months after November 15, 2020, is January 15, 2021. If the first date is a day of the month which is not in the subsequent month, the subsequent date will be the last day of such subsequent month. For example, one month after May 31, 2021 is June 30, 2021.

- 1.23. *New DRA* – The drainage retention area to be constructed in lieu of the Current DRA if Seller obtains the New DRA Permit, and the Stormwater Management Facilities necessary to convey stormwater into such new drainage retention area pursuant to the New DRA Permit.
- 1.24. *New DRA Parcel* – The location of the New DRA which will be at the approximate location set forth in the attached **Exhibit F**.
- 1.25. *New DRA Permit* – All permits from FDOT or the Water Management District necessary to construct New DRA 1 and New DRA 2. The New DRA Permit may be in the form of one or more amendments to the Current Permit, or separate permits.
- 1.26. *Parcel* – One or more of the parcels or tracts of real property which are specifically defined, referenced, or described in this Agreement.
- 1.27. *Party or Parties* – As applicable, either Seller or County.
- 1.28. *Plans* – The plans and specifications for the construction of the County Transportation Work, as approved by County and/or all other Governmental Authorities with jurisdiction thereover. Such term may be used with reference to the Permit for which the Plans have been approved; for example, “Current Plans” refer to the Plans for the construction of the County Transportation Work (including the Current DRA) pursuant to the Current Permit and “New Plans” will refer to the Plans for the construction of the New DRA pursuant to the New DRA Permit.
- 1.29. *Project Engineer* – The engineering firm or firms retained by Seller or County to design, permit, or perform other obligations of Seller hereunder concerning Improvements to be performed by Seller hereunder. As of the Effective Date, Seller’s Project Engineer is Tillman and Associates Engineering, LLC, a Florida limited liability company, and County’s Project Engineer is Guerra Development Corp., a Florida corporation. Any Party may hereafter change its Project Engineer by providing written notice of the identity of the new Project Engineer to the other party, together with sufficient information to direct Communications to such new Project Engineer under paragraph 27 of this Agreement.
- 1.30. *Proportionate Share Credits* – Credits against Proportionate Share Mitigation to be obtained by Seller under paragraph 5.1.5 of the Original Development Agreement and paragraph 8 of this Agreement.
- 1.31. *Proportionate Share Mitigation* – The payments to be made, or other activities to be performed, by Seller pursuant to the Amended Development Agreement.
- 1.32. *ROW* – The real property being conveyed by Seller to County under this Agreement, also including any required easements, temporary easements, construction easements, temporary construction easements, crossing easements, or other contractual rights or licenses required to facilitate the construction, modification, repair and operation of the County Transportation Work as well as an expansion of the County fire station located on 80th Avenue, including related Stormwater Management Facilities, and all required temporary or permanent easements, all as to be set forth in the Conveyance Documents and constitutes part, but not all of the “80th ROW” (as defined in the Original Development Agreement), primarily excluding portions thereof necessary to four-lane 80th Avenue

between the southern boundary of the US 27 County Transportation Work and the northern boundary of the SR 40 County Transportation Work

- 1.33. *ROW Value* – The value of the ROW as determined pursuant to paragraph 7.
 - 1.34. *Sketch of Description* – A description accompanied by a sketch (commonly referred to as a “sketch of description”) of ROW as prepared by a Florida-licensed surveyor pursuant to Rule 61G17-6.006(1), Florida Administrative Code, on behalf of County.
 - 1.35. *Stormwater Management Facilities* – The drainage retention facilities, ditches, swales, underground pipes, drainage structures, or other improvements which constitute the surface water and stormwater management system which provide stormwater management for all County Transportation Work which will be constructed by County pursuant to the Amended Development Agreement. The Stormwater Management Facilities shall comply with the design, construction, and operational requirements of the Water Management District, FDOT, and (as applicable) County, and may be designated and constructed to operate as shared facilities.
 - 1.36. *Title Insurance Company* – Assured Title Services, LLC as agent for First American Title Insurance Company, Attn: Debra Pikula, 26811 S. Bay Drive, Suite 280, Bonita Springs, FL 34134.
 - 1.37. *Water Management District or District* – The Southwest Florida Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of surface water and stormwater management systems, and Stormwater Management Facilities, for the ROW and for all County Transportation Work to be constructed or improved under the terms of this Agreement, or its successor.
2. **Sale and Purchase.** Seller agrees to convey the ROW to County, and County agrees to acquire the ROW from Seller, for the price and upon the terms and conditions specified in this Agreement.
 3. **ROW.**
 - 3.1. The ROW which is the subject of this Agreement is located in Marion County, Florida, and consists of the following:
 - 3.1.1. *Fee Simple Parcels* – The real property described in the attached **Exhibit A** being the portions of ROW to be conveyed by Seller to County in fee simple. The Fee Simple Parcels are labeled and numbered as set forth on the attached **Exhibit A**; for example, “Fee Simple Parcel 1” as used in this Agreement refers to the real property designated as “Fee Simple Parcel 1” on the attached **Exhibit A**.
 - 3.1.2. *Easement Parcels* – The real property described in the attached **Exhibit B** being the locations of the Easements to be conveyed by Seller to County. The Easement Parcels are labeled and numbered as set forth on the attached **Exhibit B**; for example, “TCE² Easement Parcel 1” as used in this Agreement refers to the real property designated as “TCE Easement Parcel 1” on the attached **Exhibit B**.

² “TCE” refers to a temporary construction easement.

3.2. The descriptions in paragraph 3.1 are based on the Current Permit for 80th Avenue.

3.2.1. In the event that the parties agree that the County Transportation Work should be constructed other than as set forth on the Current Permit, and that as a result thereof, the descriptions on the attached Exhibit A or Exhibit B should be revised, the parties will execute an amendment to this Agreement so providing.

3.2.2. Further, the legal description of the New DRA Parcel shall be determined as set forth in paragraph 15.

4. **Schedule for County Transportation Work.**

4.1. County shall construct the County Transportation Work pursuant to the schedule set forth in this paragraph 4.

4.2. County shall construct the County Transportation Work in two phases:

4.2.1. The first phase shall consist of the US 27 County Transportation Work. County shall commence construction of the US 27 County Transportation Work within two (2) months after the First Closing under this Agreement, and shall complete construction of such County Transportation Work within nine (9) months after the Second Closing under this Agreement. Notwithstanding the provisions of this paragraph 4.2.1, the time frame for County to commence construction of the Current DRA is as set forth in paragraph 17 of this Agreement.

4.2.2. The second phase shall consist of the SR 40 County Transportation Work.

a. County shall commence construction of the SR 40 County Transportation Work no later than the earlier of the following:

- 1). One (1) year after the date that Developer receives its initial certificate of occupancy for any of the four indoor arenas being constructed as part of the WEC; or
- 2). Six (6) months after the date that County obtains approval of all permits for the SR 40 County Transportation Work. If, after initially obtaining the permits for the SR 40 County Transportation Work, County elects to seek to amend the permits concerning the Stormwater Management Facilities to be constructed by County on Fee Simple Parcel 8, the six-month time frame for County to commence construction of the SR 40 County Transportation Work within this paragraph 4.2.2.a.2) shall commence on the date that County obtains approval of the amended permits or that its request to amend the permits is denied.

b. County shall complete construction of the SR 40 County Transportation Work within one (1) year after commencing such construction.

c. If County does not commence or complete construction of the SR 40 County Transportation Work as required by this paragraph 4.2.2, County agrees to reimburse Seller for all amounts paid by Seller to the Marion County's Sheriff's Department for traffic control during events at the WEC following

the applicable deadline until the SR 40 County Transportation Work is completed.

- 4.3. Within six (6) months after County's substantial completion of each phase of the County Transportation Work, County shall provide to Seller "as built" surveys of the County Transportation Work completed by County in such phase.
5. **Closings.** As set forth in greater detail below, there shall be two Closings as contemplated under this Agreement.
 - 5.1. As of the Effective Date, County has obtained the Current Permit which contemplates that Current DRA shall be located on the Current DRA Parcel (which is described as "DRA Easement Parcel 1" on the attached Exhibit B and which is located as set forth on the attached Exhibit E.)
 - 5.2. Seller has requested that the Current DRA be relocated to the New DRA Parcel being approximately located as set forth on the attached Exhibit F, and has agreed to design and permit the New DRA pursuant to paragraph 12 of this Agreement.
 - 5.3. In order for County to commence the timely construction of the County Transportation Work, it is necessary for County to acquire easements for the Current DRA Parcel.
 - 5.4. Seller has agreed to convey such easements to County but has requested County to delay construction of the Current DRA pursuant to paragraph 17.
 - 5.5. At the First Closing, Seller shall convey to County easements for the Current DRA Parcel.
 - 5.6. Thereafter, Seller shall use commercially reasonable and good faith efforts to design the New DRA and to obtain the New DRA Permit.
 - 5.7. At the Second Closing: (a) if Seller obtains the New DRA Permit, Seller shall convey the New DRA Parcel to County and County shall terminate the easements on the Current DRA Parcel; or (b) if Seller does not obtain the New DRA Permit, Seller shall convey fee simple title to the Current DRA Parcel to County.
6. **Purchase Price.** The Purchase Price under this Agreement consists of the following consideration to be paid by County, or received by Seller, under this transaction:
 - 6.1. The conveyance of ROW under this Agreement represents a portion of the Proportionate Share Mitigation to be provided by Seller to County under the Amended Development Agreement. Therefore, pursuant to the Amended Development Agreement, and paragraph 8 of this Agreement, Seller is entitled to Credits (i.e. Impact Fee Credits and Proportionate Share Credits) as set forth in such provisions and hereunder.
 - 6.2. In the event that the ROW Value exceeds the total Proportionate Share Mitigation due from Seller to County under the Original Development Agreement, County shall pay such excess to Seller in cash at the Closings. (In addition, County shall pay all closing costs in cash at the Closings.)

7. **ROW Value.**

7.1. Generally, The ROW Value represents the portion of the Purchase Price referred to in paragraph 6.1. The Parties have agreed upon the calculation of the ROW Value as set forth in this paragraph 7.

7.2. Method of Calculation.

7.2.1. *Fee Simple Parcels.*

- a. The ROW Value for Fee Simple Parcel 8 is \$310,000.00.
- b. The ROW Value for all other Fee Simple Parcels shall equal \$45,000.00 multiplied by the acreage (calculated to the nearest one-tenth of an acre) for each Fee Simple Parcel. Based upon the legal descriptions set forth in the attached Exhibit A, the ROW Value for such other Fee Simple Parcels is \$948,150.00.
- c. Therefore, the ROW Value for all Fee Simple Parcels is \$1,258,150.00.

7.2.2. *Easement Parcels.*

- a. The ROW Value for the Current DRA Parcel shall equal \$45,000.00 multiplied by the acreage (calculated to the nearest one-tenth of an acre) for the Current DRA Parcel. Based on the legal description set forth in the attached Exhibit B, the ROW Value for the Current DRA Parcel is \$378,900.00.
- b. The ROW Value for the Easement Parcels referred to as "Temporary Construction Easements" on the attached Exhibit B shall equal \$4,500.00 multiplied by: (a) the acreage (calculated to the nearest one-tenth of an acre) for each such Easement Parcel; and (b) the number of years of the duration of the Temporary Construction Easements. Based upon the legal descriptions set forth in the attached Exhibit B, and assuming that the duration of the Temporary Construction Easements will be two (2) years, the ROW Value for such Easement Parcels is \$18,900.00.
- c. The ROW Value for the Easement Parcels referred to as "Drainage Easements" on the attached Exhibit B shall equal \$45,000.00 multiplied by the acreage (calculated to the nearest one-tenth of an acre) for each such Easement Parcel. Based on the legal descriptions set forth in the attached Exhibit B, the ROW Value for such Easement Parcels is \$117,000.00.
- d. Therefore, the ROW Value for all Easement Parcels is \$514,800.00.

7.2.3. *Total ROW Value.* Therefore, based upon the attached Exhibits A and B, the ROW Value for the Fee Simple Parcels and Easement Parcels is \$1,772,950.00.

7.3. First Closing.

- 7.3.1. At least one (1) month prior to the First Closing, the Parties shall determine, pursuant to paragraph 7.2, the ROW Value for the ROW being conveyed at the First Closing.
- 7.3.2. Such agreed ROW Value shall be the basis for the amount of the First Title Policy to be issued after the First Closing pursuant to paragraph 9.1 and the basis for the Credits to be acknowledged by County pursuant to paragraph 11.4.4.

7.4. Second Closing.

- 7.4.1. At least one (1) month prior to the Second Closing, the parties shall determine the ROW Value for the ROW being conveyed at the Second Closing.
- 7.4.2. Such ROW Value shall:
 - a. Be calculated pursuant to paragraph 7.2 except that there shall be deducted, from the ROW Value of the ROW at the Second Closing, the ROW Value of the Current DRA conveyed to County at the First Closing; and
 - b. Be the basis for the amount of the Second Title Commitment to be issued after the Second Closing pursuant to paragraph 14.1 and the basis for the Credits to be acknowledged by County pursuant to paragraph 11.4.4 (as incorporated by reference pursuant to paragraph 16.3). If the ROW Value of the Current DRA conveyed to County at the First Closing is in excess of the ROW Value of the ROW at the Second Closing, Developer's Credits shall be reduced by the difference, as set forth in paragraph 8.4.

8. **Credits.**

- 8.1. Seller is entitled to the Credits pursuant to applicable law, paragraph 11.2.2.b of the Original Development Agreement (concerning Impact Fee Credits), and paragraph 5.1.5 of the Original Development Agreement (concerning Proportionate Share Credits).
- 8.2. At each Closing, County shall execute and deliver to Seller a recordable instrument, satisfactory to Seller in its reasonable discretion, representing the amount of Credits acquired by Seller at such Closing.
- 8.3. The Credits at the First Closing shall be determined by the ROW Value of the ROW conveyed at such Closing.
- 8.4. The Credits at the Second Closing shall be calculated by deducting, from the ROW Value of the New DRA, the Credits for the Current DRA provided to Seller at the First Closing. If, as a result of such calculation, there is a negative ROW Value at the Second Closing, (which could arise depending upon the relative sizes of the Current DRA Parcel and the New DRA Parcel), the Developer Credits obtained at the First Closing shall be reduced by the deficit. The instrument to be executed and delivered by County at the Second Closing pursuant to paragraph 11.4.4 (as incorporated by reference pursuant to paragraph 16.3) shall indicate the Credits earned by Seller at the Second Closing, contain the calculation set forth in paragraph 8.4, and state the total of all Credits earned by Seller at the First

Closing and Second Closing (so that there will be one instrument that acknowledges all Credits earned by Seller pursuant to the conveyance of ROW under this Agreement).

FIRST CLOSING

9. Title Matters.

- 9.1. Issuance of Title Insurance First Title Commitment. Within fifteen (15) days after the Effective Date, Seller shall, at County's expense, obtain and deliver to County a title insurance commitment (the "First Title Commitment") and, within thirty (30) days after the First Closing, a title insurance policy (the "First Title Policy") in an amount equal to the ROW Value. For purposes of the First Title Commitment, the ROW Value shall be \$1,772,950.00 (being the ROW Value set forth in paragraph 7.2.3). For purposes of the First Title Policy, the ROW Value shall be the amount determined pursuant to paragraph 7.3.1). The First Title Commitment shall be accompanied by legible copies of all documents which it references. The First Title Commitment and the First Title Policy, when issued, shall be issued by Title Insurance Company.
- 9.2. Permitted Exceptions. The First Title Commitment shall evidence that Seller is vested with fee simple title to the ROW, free and clear of all liens, encumbrances, exceptions, and qualifications whatsoever, except: (1) those that will not interfere with County's construction of the County Transportation Work, as determined by County in its reasonable discretion (the "Permitted Exceptions"); and (2) those which shall be discharged by Seller prior to the First Closing.
- 9.3. Examination of First Title Commitment by County. County shall have fifteen (15) days after receipt of the First Title Commitment to examine it. If the First Title Commitment fails to meet the requirements of paragraph 9.2, County shall notify Seller by the end of such time period, specifying the liens, encumbrances, exceptions, qualifications, or other matters listed in the First Title Commitment that are not Permitted Exceptions (any such liens, encumbrances, exceptions, qualifications, or other matters being referred to below as "Title Defects"); County need not object to any matters that must be discharged by Seller at or before the First Closing. If County fails to notify Seller of any Title Defects within the required time period, then County shall be deemed to have accepted the First Title Commitment and the title to the ROW as evidenced thereby.
- 9.4. Curative Period. Seller shall have two (2) months after notice from County specifying the Title Defects within which to eliminate or cure them. Seller shall use good faith, diligent efforts to timely eliminate or cure the Title Defects, including the bringing of necessary suits. If any title matters arise after the First Title Commitment's effective date and prior to the First Closing that are not contemplated as Permitted Exceptions under this Agreement (other than those that arise based upon actions of County or with the consent of County) and County objects to them by notice to Seller before the First Closing, then such matters shall be treated as Title Defects under this Agreement, and the First Closing may be extended for up to sixty (60) days to allow Seller sufficient time to eliminate or cure such Title Defects. If Seller is not successful in eliminating or curing the Title Defects within the time period provided therefor, County may:
 - 9.4.1. Accept the title as it then is, thereby waiving all objections to the Title Defects; or

- 9.4.2. Demand a return of the Deposit, in which case this Agreement shall be terminated and Seller and County shall be released from all liabilities and obligations under this Agreement, except as to matters which by the terms of this Agreement specifically survive any termination of this Agreement.
- 9.5. First Closing Affidavits. At the First Closing, Seller shall provide all evidence, affidavits, and other documentation reasonably required such that the First Title Commitment (and the First Title Policy when issued) shall not contain the so-called "standard exceptions" for rights of parties in possession, matters of survey (provided that County obtains a survey in accordance with paragraph 10), unrecorded easements, and construction liens. The First Title Commitment (and the First Title Policy when issued) will contain an exception for the current year's taxes and taxes for subsequent years, unless the First Closing takes place in November or December, in which case the exception for taxes shall be for the year following the First Closing and subsequent years.
- 9.6. Deletion of Standard Exceptions. At the First Closing, Seller shall cause the Title Insurance Company to delete from the First Title Commitment, by endorsement or by "marking up" the First Title Commitment, all requirements listed in Part I of Schedule B of the First Title Commitment, the so-called "gap" exception, and the standard exceptions (to the extent described in the paragraph 9.5).
- 9.7. Manner of Conveyance. Seller shall convey the title to the ROW to County pursuant to the Conveyance Documents as described in paragraph 11.2, subject only to: (a) the current year's taxes and taxes for subsequent years, unless the First Closing takes place in November or December, in which case the exception for taxes shall be for the year following the First Closing and subsequent years; and (b) the Permitted Exceptions.
- 9.8. Fee Simple Parcel 8. County may, by written notice provided to Seller at least one (1) month before the First Closing, elect to postpone the Closing of Fee Simple Parcel 8 to provide County with sufficient time to revise its plans concerning the Stormwater Management System to be constructed therein, to amend all permits for such Stormwater Management System, to revise the legal description for Fee Simple Parcel 8, and to negotiate an agreement with Seller concerning the conveyance of the revised Fee Simple Parcel 8. If County elects to do so:
- 9.8.1. The provisions of this Agreement concerning the First Closing shall be deemed amended to delete all matters concerning the conveyance of Fee Simple Parcel 8 at the First Closing; and
- 9.8.2. The conveyance of Fee Simple Parcel 8 shall take place at the Second Closing (in which event the provisions of this Agreement concerning the Second Closing shall be deemed amended to include the conveyance of Fee Simple Parcel 8), or on such other date as agreed to between Seller and County in an amendment to this Agreement concerning Fee Simple Parcel 8.
10. **Survey and Sketch of Description for First Closing.**
- 10.1. Sketch of Description.
- 10.1.1. Prior to the Effective Date, County has obtained, and provided to Seller, Sketches of Description (the "First Sketches") of the ROW to be conveyed at the First

Closing. In the event that any legal descriptions of such ROW are hereafter revised pursuant to an amendment to this Agreement, County shall obtain and provide to Seller additional First Sketches of any revised ROW descriptions (which shall be included in the definition of First Sketches for purposes of this paragraph 10). (As set forth in paragraph 15, Seller is obligated to obtain a Sketch of Description or survey of the New DRA.)

10.1.2. Improvements.

- a. County represents and warrants that, except as set forth in paragraph 10.1.2.b, there are no improvements located within any ROW; a breach of this representation and warranty shall entitle Seller to reserve a perpetual exclusive easement to permit Seller's improvements to remain within the ROW, with no compensation to be paid by Seller or reduction in Credits due to Seller.
- b. Notwithstanding paragraph 10.1.2.a, County has advised Seller that one of Seller's billboards is located within a portion of the ROW immediately to the north of the Fire Station on 80th Avenue, and that the billboard will need to be relocated in connection with County's performance of the County Transportation Work or in connection with County later four-laning of 80th Avenue. When County needs to relocate the billboard, it shall do so, at its sole cost and expense, to a new location outside of the ROW selected by Owner in its reasonable discretion and as close to 80th Avenue as is legally permissible, and consistent with all applicable laws and regulations concerning the billboard; this includes obtaining any permit from any Governmental Authority necessary to relocate the billboard. The relocated billboard shall be substantially similar in materials and method of construction as is the existing billboard. The billboard shall be relocated such that the time period during which it is not visible to the public is no more than two (2) weeks.

10.2. First Surveys. County may, within one (1) month after the Effective Date, obtain, at County's expense, surveys (the "First Surveys") of the ROW to be conveyed at the First Closing. In the event that any legal descriptions of such ROW are hereafter revised pursuant to an amendment to this Agreement, County shall obtain and provide to Seller additional First Surveys (which shall be included in the definition of First Surveys for purposes of this paragraph 10) of any revised ROW descriptions). (As set forth in paragraph 15, Seller is obligated to obtain a Sketch of Description or survey of the New DRA.)

10.2.1. If County obtains the First Surveys pursuant to paragraph 10.2, and if the First Surveys reveal any of the following matters, they shall be treated as Title Defects (under paragraph 9.3), except to the extent that any of them are Permitted Exceptions:

- a. Easements on the ROW, including any evidence of unrecorded easements other than easements granted to County; or
- b. Encroachments of improvements, other than: (a) improvements owned or to be conveyed to County, (b) existing transportation improvements, and (c) existing utilities onto the ROW.

10.2.2. Notwithstanding paragraph 10.2.1:

- a. None of the matters set forth in paragraph 10.2.1 shall be treated as Title Defects if the Title Insurance Company agrees, in the First Title Commitment, to remove from the First Title Policy the standard exception for matters of survey and does not insert in its place a specific exception relating to the particular Title Defects or to matters appearing on the First Surveys in general.
- b. In the event that County obtains the First Surveys pursuant to paragraph 10.2, County shall notify Seller of any title defect revealed by the First Surveys within ten (10) days after County receives the First Surveys. If County fails to timely notify Seller of any Title Defects revealed by the First Surveys, County shall be deemed to have waived all objections to such Title Defects.

10.2.3. If Seller is unable to eliminate or cure any of the Title Defects arising under the First Surveys and the transaction contemplated by this Agreement is not consummated because of such inability, County shall have the options and the rights specified above in paragraph 9.4.

11. **First Closing.**

11.1. First Closing Date and Place.

11.1.1. Unless otherwise provided in this Agreement, the closing and transfer of title to the ROW based upon the Current Permit (the "First Closing") shall take place on a date (the "First Closing Date") chosen by County on at least ten (10) days prior written notice to Seller on or before the date that is the later of: (a) forty-five (45) days after the Effective Date of this Agreement; or (b) if there are any Title Defects, forty-five (45) days after all Title Defects are cured by Seller under paragraph 9.4.

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

11.2. Conveyance Documents.

11.2.1. Seller shall prepare all closing documents, including the Conveyance Documents, all affidavits to be executed by either Seller or County, the closing statement, and such other documents as may be reasonably required for the First Closing.

11.2.2. The Conveyance Documents shall consist of the documents described in the attached **Exhibit G**, all of which documents have been approved, as to form and substance, by County and Seller, as hereafter revised by County and Seller in their exercise of their reasonable discretion.

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

11.3.1. The Conveyance Documents, properly executed and in recordable form.

- 11.3.2. A closing statement setting forth all of the closing expenses of Seller and County, including closing prorations and adjustments, and setting forth the net cash (if any) due to Seller and the cash required to close on the part of County. Seller shall prepare and deliver such closing statement to County at least ten (10) days before Closing.
- 11.3.3. Any other documents required by this Agreement, or federal, state, or local laws, ordinances, or regulations, to be delivered by Seller.
- 11.4. County's Documents. County shall deliver or cause to be delivered to Seller on or before the First Closing Date, at County's sole cost and expense, the following original documents:
 - 11.4.1. If cash is due from County pursuant to paragraph 5.3 or to pay County's expenses under paragraph 11.5.2, a wire transfer of such funds, after the prorations and credits are applied.
 - 11.4.2. The closing statement referred to in paragraph 11.3.2.
 - 11.4.3. Any other documents required under this Agreement, or federal, state or local laws, ordinances or regulations, to be executed by County.
 - 11.4.4. A document satisfactory to Seller in its reasonable discretion confirming that Seller is entitled to the Credits earned at the First Closing.
- 11.5. Expenses.
 - 11.5.1. Seller's Expenses. Seller shall pay, at or prior to the First Closing, the cost of:
 - a. Recording any documents required to cure any Title Defects;
 - b. Such other expenses incurred by Seller or necessary to Seller's performance of Seller's obligations under this Agreement, including all professional fees incurred directly by Seller.
 - 11.5.2. County's Expenses. County shall pay, at or prior to the First Closing, the cost of:
 - a. Recording the Conveyance Documents, any other instruments of conveyance;
 - b. The First Sketches and any First Survey;
 - c. Documentary stamp tax with respect to the Conveyance Documents and any other instruments of conveyance, if such tax is due notwithstanding paragraph 21.
 - d. The First Title Commitment and First Title Policy premiums and title information and examination expenses; and
 - e. Such other expenses incurred by County or necessary to County's obligations under this Agreement, including all professional fees incurred directly by County.

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

NEW PERMIT AND SECOND CLOSING

12. Design and Permitting of New DRA.

- 12.1. Seller shall design and permit the New DRA pursuant to the provisions of this paragraph 12.
- 12.2. The design of the New DRA shall be in accordance with all applicable requirements of the Governmental Authorities with jurisdiction thereof.
- 12.3. Approval of the design and construction of the New DRA shall be evidenced by permits (collectively the "New DRA Permit") issued by all Governmental Authorities with jurisdiction over the New DRA.
- 12.4. During the design and permitting process, Seller shall, upon request of County, provide County with updates of the status of the design and permits, together with all documents conveyed by Seller to the Governmental Authorities with jurisdiction over the New DRA.
- 12.5. The issuance by the FDOT and the Water Management District of the New DRA Permit under paragraph 12.3 shall be deemed an approval by County of the legal descriptions of the New DRA Parcel for purposes of paragraphs 14 and 15.

13. Contingency.

- 13.1. The obligations of the Parties concerning the Second Closing (and specifically what will occur at the Second Closing), are contingent upon Seller obtaining the New DRA Permit prior to the date (the "Contingency Deadline") set forth in paragraph 13.2 (the "Contingency").
- 13.2. The Contingency Deadline for this Contingency is twelve (12) months after the Effective Date of this Agreement. Seller may extend the Contingency Deadline for up to three (3) additional months from the Contingency Deadline set forth in the first sentence of this paragraph 13.2. If Seller determines, prior to the expiration of the Contingency Deadline, that it is unlikely to obtain the New DRA Permit prior to the expiration of the Contingency Deadline, Seller may provide written notice of such fact to County whereupon the Contingency Deadline shall be deemed to be the date of such notice, and the Contingency shall be deemed not to have been met.
- 13.3. If Seller obtains the New DRA Permit prior to the Contingency Deadline, at the Second Closing, Seller shall convey fee simple title to the New DRA Parcel to County, and County shall terminate the easements, pursuant to an instrument acceptable to Seller and County in their reasonable discretion, for the Current DRA Parcel conveyed by Seller to County at the First Closing.

- 13.4. If Seller does not obtain the New DRA Permit prior to the Contingency Deadline, the Second Closing shall nonetheless occur, but, at the Second Closing, Seller shall convey fee simple title to the Current DRA Parcel to County.
14. **Title Matters Concerning New DRA Parcel.**
- 14.1. Promptly after Seller and County have agreed upon the legal descriptions for the New DRA Parcel pursuant to paragraph 12.5, Seller shall, at Seller's expense, obtain a title insurance commitment (the "Second Title Commitment") for the New DRA Parcel and, within thirty (30) days after the Second Closing, a title insurance policy (the "Second Title Policy") in an amount equal to the ROW Values for the New DRA Parcel less the ROW Values for the Current DRA Parcel.
- 14.2. The provisions of paragraphs 9.2 through 9.6 shall apply concerning the Second Title Commitment and Second Title Policy, except that all references therein to the First Title Commitment and First Title Policy shall be deemed to refer to the Second Title Commitment and the Second Title Policy.
- 14.3. The provisions of this paragraph 14 shall not apply in the event that Seller is not conveying fee simple title to the New DRA to County at the Second Closing (e.g., as set forth in paragraph 13.4) in that County will have already obtained title insurance on the Current DRA Parcel following the First Closing.
15. **New Survey or Sketch of Description of New DRA.**
- 15.1. Promptly after Seller and County have agreed upon the legal descriptions for the New DRA pursuant to paragraph 12.5, Seller shall obtain, at Seller's sole expense, a Sketch of Description ("New Sketch") or a survey (the "New Survey") of the New DRA.
- 15.2. The provisions of paragraph 10.2 shall apply if Developer obtains the New Survey except all references therein to the First Survey shall refer to the New Survey.
- 15.3. The provisions of this paragraph 15 shall not apply in the event that Seller is not conveying Fee Simple Title to the New DRA Parcel to County at the Second Closing (e.g., as set forth in paragraph 13.4).
16. **Second Closing.**
- 16.1. If Seller obtains the New DRA Permit the closing and transfer of title to the New DRA Parcel, and other transactions set forth below, pursuant to this Agreement (the "Second Closing") shall take place on a date ("Second Closing Date") that is the later of: (a) the date that Seller cures all Title Defects pursuant to paragraph 9.4 (as incorporated by reference pursuant to paragraph 14.2); or (b) one (1) month after Seller obtains the New DRA Permit. At the Second Closing, Seller shall execute and deliver a deed conveying fee simple title to the New DRA Parcel to County.
- 16.2. If Seller does not obtain the New DRA Permit prior to the Contingency Deadline, the Second Closing shall occur one (1) month after the expiration of the Contingency Deadline. At the Second Closing, Seller shall execute and deliver deed conveying fee simple title to the Current DRA Parcel to County, and shall cause the First Title Policy to be endorsed to reflect that County then has fee simple title to the Current DRA Parcel.

- 16.3. The Second Closing shall take place as set forth in all subparagraphs of paragraph 11 except that all references therein to the First Sketch or First Survey shall be deemed to refer to the New Sketch or New Survey; all references therein to the First Title Commitment shall be deemed to the Second Title Commitment, and all references therein to the First Title Policy shall be deemed to refer to the Second Title Policy.
17. **No Construction of Current DRA.**
- 17.1. Notwithstanding that Seller is conveying the Current DRA Parcel to County at the First Closing, County shall not commence construction of the Current DRA before the Contingency Deadline.
- 17.2. If Seller obtains the New DRA Permit prior to the Contingency Deadline, County shall not construct the Current DRA following the Second Closing.
- 17.3. If Seller does not obtain the New DRA Permit prior to the Contingency Deadline, County may, following the Second Closing, commence construction of the Current DRA.
18. **Construction of New DRA.**
- 18.1. If Seller obtains the New DRA Permit, County shall, following the Second Closing, construct the New DRA on the New DRA Parcel.
- 18.2. In connection therewith, the amount of Credits provided to Owner at the Second Closing shall be reduced by an amount equal to the additional costs incurred by County in transmitting stormwater into the New DRA Parcel, above the costs that would have been incurred by County in transmitting stormwater into the Current DRA Parcel. In connection with the design and permitting of the New DRA Parcel, Seller's Project Engineer and County shall confer in good faith, and reach agreement upon, such reasonable cost of labor and materials for the drainage pipes.
19. **Construction by Seller.** During construction of the County Transportation Work, Seller may, subject to County approval, which shall not be unreasonably withheld, construct stormwater conveyance pipes to convey stormwater to Seller's other parcels. Such construction shall be performed so as not to interfere with County's construction of the County Transportation Work.

MISCELLANEOUS

20. **Default.**
- 20.1. Seller Default. If Seller fails to perform this Agreement as required hereunder prior to the Closing, County may elect to:
- 20.1.1. Terminate this Agreement;
- 20.1.2. Pursue a remedy of specific performance against Seller. County may not seek damages against Seller (such right to damages being expressly waived) unless Seller renders County's remedy of specific performance impossible (e.g., by conveying the ROW to a bona fide purchaser or encumbering the ROW with a mortgage or other lien that Seller has refused to discharge at Closing), in which event County may pursue a remedy of damages against Seller; or

- 20.1.3. Withhold development permits to Seller in the event that such permits are permitted only pursuant to the "Reservation of Capacity" granted to Seller pursuant to the Original Development Agreement.
- 20.2. County's Default. If County fails to perform this Agreement as required hereunder, Seller may elect to:
- 20.2.1. Terminate this Agreement;
- 20.2.2. Pursue a remedy of specific performance against County. Seller may not seek damages against County (such right to damages being expressly waived) unless County renders Seller's remedy of specific performance impossible (e.g., by failing to appropriate funds necessary to close or terminating any Existing Permits (except to the extent necessary to obtain the New Permits), in which event Seller may pursue a remedy of damages against County.
- 20.3. Notice of Default. Neither party shall be in default under this Agreement for any matter unless it has failed to cure within fifteen (15) days after written notice of such default is given by the non-defaulting party to the defaulting party. Notwithstanding the preceding sentence, no notice or opportunity to cure need be provided for any failure to Close, and the Closing Date shall not be changed, delayed, postponed or extended by any requirement for notice of default, if such default consists of failure to appear at a Closing.
21. **Threat of Condemnation.** County is acquiring the ROW under threat of condemnation. Therefore, County does not believe that documentary excise taxes are due at any Closing. In the event that documentary excise taxes are due, they, and any interest or penalties thereon, shall be thereafter paid by County. This paragraph does not affect the value of total compensation and or credits, due to Owner hereunder, nor does it obligate County to pay Owner's professional fees.
22. **Real Estate Taxes; Assessments.**
- 22.1. Real estate taxes and assessments shall be prorated for the Fee Simple Parcels at each Closing based on the then current year's taxes and assessments with due allowance for maximum allowable discount or any other applicable exemptions.
- 22.1.1. If any Closing occurs at a date when the current year's millage is not fixed and the current year's assessment is available, taxes and assessments will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, taxes and assessments will be prorated based upon the prior year's tax.
- 22.1.2. As the ROW are currently taxed as part of larger tax parcels, the taxes and assessments shall be considered to be the taxes and assessments for the larger tax parcels multiplied by the quotient obtained by dividing the acreage of the ROW (as determined by the Survey) by the acreage of the larger tax parcels. The value of any improvements on the larger tax parcels shall be disregarded for purposes of the proration.
- 22.2. As an alternative to paragraph 22.1, however, if the County can obtain a "cutout" for the Fee Simple Parcels at the time of a Closing, County shall do so, Seller shall pay the taxes and assessments through the Closing, and the taxes and assessments will not be prorated.

23. **Risk of Loss.** Seller shall bear the risk of loss or damage to the ROW before each Closing. As the parties believe (including based upon County's representation in paragraph 10.1) that there are no improvements in the ROW, and, in any event, County attributes no value to any improvements located thereon, there shall be no consequences if any such improvements are damaged or destroyed by fire or other casualty. If, however, the ROW is damaged by earthquake, sinkholes or other geological matters, that County reasonably believes will interfere with its construction of 80th Avenue, County shall have the option of terminating this Agreement by notifying Seller within one (1) month after the date of such casualty, whereupon Seller and County shall be released from all further liability under this Agreement, except as to matters that are stated herein as expressly surviving the termination of this Agreement.
24. **Eminent Domain.**
- 24.1. If prior to a Closing the ROW or any part thereof is taken by eminent domain, or if Seller is formally notified of a taking or of the threat of eminent domain, Seller shall notify County within ten (10) days. County shall have the option of accepting title to the part of the ROW remaining after the taking, together with the proceeds of Seller's condemnation award, and paying the full Purchase Price, or County may elect to terminate this Agreement, by notifying Seller within ten (10) days after the date Seller notifies County of such taking, whereupon Seller and County shall be released from all further liability under this Agreement, except as to matters that are stated herein as expressly surviving the termination of this Agreement.
- 24.2. The provisions of paragraph 24.1 shall not apply as to eminent domain proceeding by, or on behalf of, County.
25. **Brokerage.** Seller warrants and represents to County that Seller has had no contact with any broker or other person or entity who might have a basis for claiming any brokerage or other commission relative to the transactions contemplated by this Agreement, and Seller shall indemnify and hold County harmless from and against any and all claims and causes of action for any brokerage or other commissions relative to the transactions contemplated by this Agreement based on any contact with Seller, or any officer, director, employee, or agent of Seller and from and against any and all loss, liability, damage, and expense, including court costs, attorneys' fees, and fees for paralegals and other legal support personnel, at the pre-trial level, the trial level, and in connection with all appellate proceedings, arising therefrom. Likewise, County warrants and represents to Seller that County has had no contact with any broker or other person or entity who might have a basis for claiming any brokerage or other commission relative to the transactions contemplated by this Agreement, and County shall indemnify and hold Seller harmless from and against any and all claims and causes of action for any brokerage or other commission relative to the transactions contemplated by this Agreement based on any contact with County, or any officer, director, employee, or agent of County, and from and against any loss, liability, damage, and expense, including court costs, attorneys' fees, and fees for paralegals and other legal support personnel, at the pre-trial level, the trial level, and in connection with all appellate proceedings, arising therefrom. The provisions of this paragraph 25 shall survive each Closing.
26. **Assignment Provisions.** County may assign this Agreement at any time, to another Governmental Entity that shall be responsible for the construction of 80th Avenue.

27. Notices.

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

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

a. With a copy to: County Engineer, 412 SE 25th Avenue, Ocala, FL 34471; email: tracy.straub@marioncountyfl.org.

27.1.2. If to Seller: Attn: Corporate Legal Department, 600 Gillam Road, Wilmington, Ohio 45177; email: none (do not use email for this address).

a. With a copy to: Don DeLuca, 7290 College Parkway, Suite 400, Fort Myers, FL 33907; email: ddeluca@rlcarriers.com.

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

27.2. Each such Communication shall be deemed delivered:

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

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

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

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

27.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

27.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

27.5. Concerning Communications sent by email:

27.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this

Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

27.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

27.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

27.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and

27.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

28. **Exclusive Venue.** The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.

29. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

30. **Governing Laws.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

31. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable

attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

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

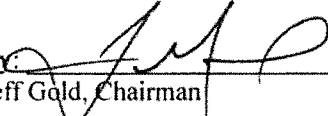
39. **Signatures by Facsimile or Digital Execution.** It is the intent and Agreement of the parties hereto that the signatures, initials and handwritten or typewritten modifications to this Agreement shall be as legally binding upon the parties if in the form of a facsimile or digital execution (such 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.
40. **Time.**
- 40.1. Time is of the essence of all of the provisions and terms of this Agreement.
- 40.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.
- 40.3. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.
- 40.4. For purposes of this Agreement, "legal holiday" means: (a) the day set aside by paragraph 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on weekend, the Monday after Christmas Day; and (e) any other day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.
41. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor will it cause them to be considered joint venturers or members of any joint enterprises. Further, no party under this Agreement shall be deemed to be an employee, agent or other representative of the other party.
42. **Exhibits.**
- 42.1. All exhibits attached to this Agreement are being incorporated by reference.
- 42.2. The following exhibits are attached to this Agreement.
- 42.2.1. **Exhibit A** – ROW - Fee Simple Parcels.
- 42.2.2. **Exhibit B** – ROW - Easement Parcels.
- 42.2.3. **Exhibit C** – Sketch of US 27 County Transportation Work.
- 42.2.4. **Exhibit D** – Sketch of SR 40 County Transportation Work.
- 42.2.5. **Exhibit E** – Sketch of Current DRA Parcel.
- 42.2.6. **Exhibit F** – Sketch of Approximate Location of New DRA Parcel.
- 42.2.7. **Exhibit G** – Conveyance Documents.

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

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

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SIGNATURES START ON NEXT PAGE**

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

By: 
Jeff Gold, Chairman

BCC Approved: 12/16/2020

ATTEST:


Gregory C. Harrell, Clerk

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


Matthew Guy Minter, County Attorney



Witness

DUSTIN M. OWEN

Print Witness Name

Dee Beck

Witness

Dee Beck

Print Witness Name

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

By: 

Ralph L. Roberts SR.

as Chairman of the Board



Witness

DUSTIN M. OWEN

Print Witness Name


Dee Beck

Witness

Dee Beck


Print Witness Name

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

By: 

Ralph L. Roberts SR.

as Chairman of the Board



Witness

DUSTIN M. OWEN

Print Witness Name

Dee Beck

Witness

Dee Beck

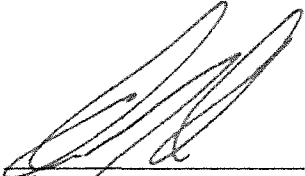
Print Witness Name

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

By: 

Ralph L. Roberts SR.

as Chairman of the Board



Witness

Dustin M. Owen

Print Witness Name

Dee Beck

Witness

Dee Beck

Print Witness Name

Roberts Development Corporation, an Ohio corporation

By: Y P Y Roberts
as Ralph L. Roberts SR.
Chairman of the Board

EXHIBIT A
ROW - FEE SIMPLE PARCELS

FEE SIMPLE PARCEL 1 (FS1)

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

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

FEE SIMPLE PARCEL 2 (FS2)

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

FEE SIMPLE PARCEL 3 (FS3)

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

FEE SIMPLE PARCEL 4 (FS4)

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

FEE SIMPLE PARCEL 5 (FS5)

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

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

FEE SIMPLE PARCEL 6 (FS6)

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

FEE SIMPLE PARCEL 7 (FS7)

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

FEE SIMPLE PARCEL 8 (FS8)

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

EXHIBIT B
ROW - EASEMENT PARCELS

TCE EASEMENT PARCEL 1 (TCE1)

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

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

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

TCE EASEMENT PARCEL 2 (TCE2)

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

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

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

TCE EASEMENT PARCEL 3 (TCE3)

[INTENTIONALLY OMITTED]

TCE EASEMENT PARCEL 4 (TCE4)

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

TCE EASEMENT PARCEL 5 (TCE5)

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

TCE EASEMENT PARCEL 6 (TCE6)

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

DRAINAGE EASEMENT PARCEL 1 (DE1)

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

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

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

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

DRAINAGE EASEMENT PARCEL 2 (DE2)

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

DRAINAGE EASEMENT PARCEL 3 (DE3)

[INTENTIONALLY OMITTED]

DRAINAGE EASEMENT PARCEL 4 (DE4)

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 190.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°45'58"W ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 268.71 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY PROCEED S59°27'23"W A DISTANCE OF 613.38; THENCE S30°32'37"E A DISTANCE OF 30.00 FEET; THENCE N59°27'23"E A DISTANCE OF 604.71 FEET; THENCE S89°43'44"E A DISTANCE OF 92.64 FEET; THENCE SOUTH A DISTANCE OF 78.43 FEET; THENCE EAST A DISTANCE OF 138.29 FEET; THENCE S00°30'05"W A DISTANCE OF 123.75 FEET; THENCE EAST A DISTANCE OF 31.08 FEET; THENCE NORTH A DISTANCE OF 231.75 FEET TO THE POINT OF BEGINNING.

DRA EASEMENT PARCEL 1 (DRAE1)

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 190.34 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY

PROCEED SOUTH A DISTANCE OF 231.75 FEET; THENCE WEST A DISTANCE OF 31.08 FEET TO THE POINT OF BEGINNING; THENCE S00°30'05"W A DISTANCE OF 528.87 FEET; THENCE S62°59'58"W A DISTANCE OF 145.83 FEET; THENCE WEST A DISTANCE OF 478.17 FEET; THENCE N00°03'05"E A DISTANCE OF 440.50 FEET; THENCE N59°27'23"E A DISTANCE OF 547.66 FEET; THENCE EAST A DISTANCE OF 138.29 FEET; THENCE S00°30'05"W A DISTANCE OF 123.75 FEET TO THE POINT OF BEGINNING.

TEMPORARY ACCESS EASEMENT 1 (TAE1)

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

EXHIBIT D
SKETCH OF SR 40 COUNTY TRANSPORTATION WORK

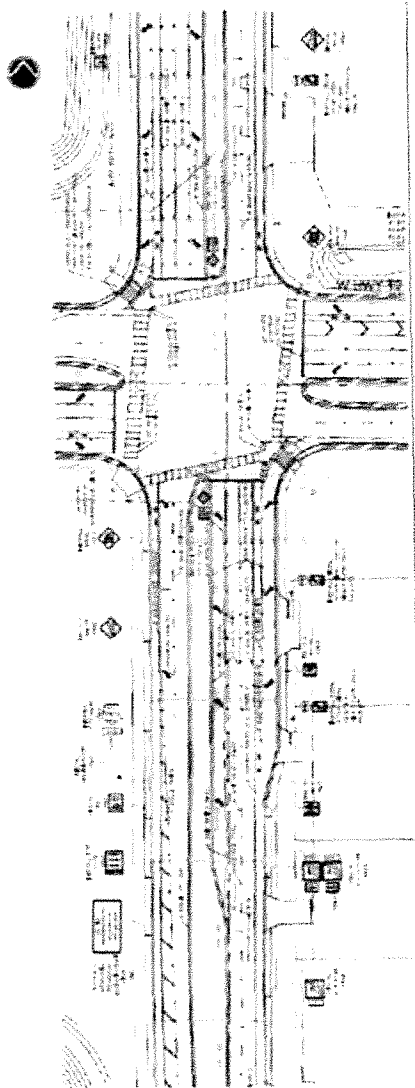


EXHIBIT E SKETCH OF CURRENT DRA PARCEL

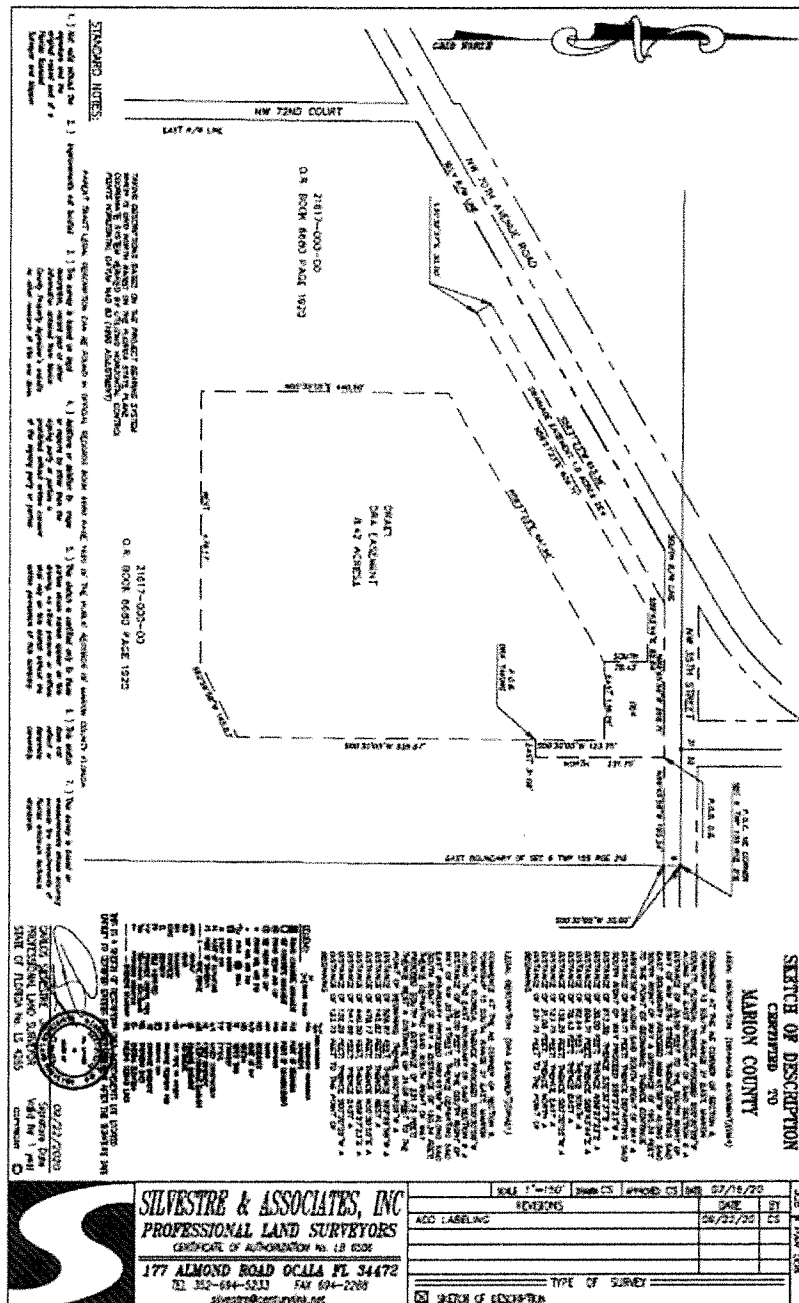
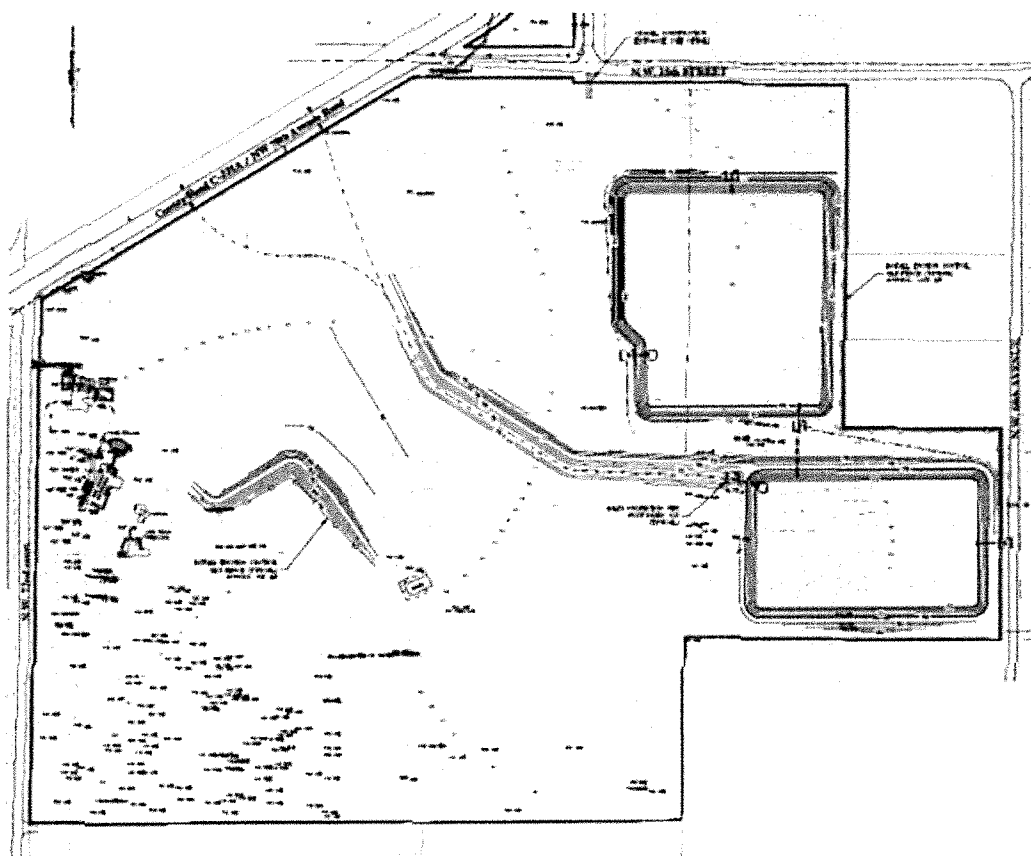


EXHIBIT F
SKETCH OF APPROXIMATE LOCATION OF NEW DRA PARCEL



**EXHIBIT G
CONVEYANCE DOCS**

Exhibit	Description	Parcel
E-1	Form Special Warranty Deed	Fee Simple Parcels
E-2	Form Temporary Construction Easement	Easement Parcels referred to as "TCE Easements"
E-3	Grant of Temporary Drainage Easement	Current DRA Parcel
E-4	Grant of Drainage Easement	Easement Parcels referred to as "Drainage Easements"
E-5	Acknowledgement of Impact Fee Credits	Not specific to Parcels

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