

**SECOND AMENDMENT TO CONCURRENCY AGREEMENT
AND
SECOND AMENDMENT TO CONTRIBUTION AGREEMENT**

THIS SECOND AGREEMENT TO CONCURRENCY AGREEMENT AND SECOND AMENDMENT TO CONTRIBUTION AGREEMENT (the “Second Amendment” or this “Agreement”) is entered into this May 3, 2022, by and between:

- City of Ocala, a Florida municipal corporation (“City”);
- KAS Ocala, LLC, a Florida limited liability company (“KAS”).

WHEREAS:

- A. City and the Prior Owners¹, as predecessors in title to KAS, are parties to the Current Agreements.
- B. Pursuant to the Current Agreements:
- 1). The Prior Owners agreed to contribute the KAS ROW to City and to construct 44th Avenue.
 - 2). City granted the Concurrency Reservation for the KAS Eastern Parcel to Prior Owners as set forth in greater detail in the Current Concurrency Agreement.
 - 3). Prior Owners agreed to cause Northern Owner to convey to City the Northern Owner ROW.
- C. Subsequent thereto, a dispute arose between Prior Owners and Northern Owner concerning the contribution of the Northern Owner ROW.
- D. Such dispute has now been resolved pursuant to the Settlement Agreement. Although City is not a party to the Settlement Agreement, the Settlement Agreement contemplates a number of things including involving City including:
- 1). City entering into an agreement with Northern Owner concerning the conveyance of the Northern Owner ROW. City has or is entered into the Northern Property Agreement with Northern Owner pursuant to such provision.
 - 2). City, KAS and Northern Owner taking certain action at the Closing under the Settlement Agreement, the Northern Property Agreement, and this Second Amendment.
- E. KAS has completed construction of a portion of 44th Avenue, essentially being all of 44th Avenue except that portion located on the Northern Property.
- F. As a result in the delay in acquiring the portion of the Northern Owner ROW, 44th Avenue has not been completed and KAS has not been able to develop the KAS Eastern Parcel as contemplated by the Current Concurrency Agreement. Therefore, its impact upon the transportation system has been delayed and it is fair and equitable to extend the duration of the Concurrency Reservation under the

¹ Terms not otherwise defined in these Whereas paragraphs are defined in paragraph 1 below.

Current Concurrency Agreement in consideration for KAS' performance of its obligations under this Second Amendment.

- G. Prior Owners or KAS have previously conveyed to City a portion of the ROW located within the KAS Property but the Remaining Parcels have not yet been conveyed. Further, City has determined that it requires additional ROW to construct a Roundabout as set forth below.
- H. City and KAS desire to amend the Current Concurrency Agreement and the Current Contribution Agreement:
 - 1). To provide for KAS to convey to City the Remaining Parcels and the Roundabout Parcel.
 - 2). To extend the duration of the Concurrency Reservation under the Current Concurrency Agreement.
 - 3). As otherwise set forth herein.
- I. City has found and determined that City's interests, including those interests intended to be protected and advanced by the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes, will be best served by entering into this Second Amendment with respect to the subject matter hereof.
- J. The City Council of City has provided notice of its intent to consider entering into this Development Agreement by advertisements published in the Ocala Star Banner, a newspaper of general circulation and readership in Marion County, Florida, on April 12, 2022 and April 22, 2022, by mailing a copy of the Notice of Intent to the KAS, Marion County, and to those persons or entities shown on the most recent Marion County Tax Roll to be the owners of property lying within 300 feet of the boundaries of the KAS Property which is the subject of this Agreement; and by announcing the date, time and place of the second hearing during the first hearing
- K. The City Council of City has held public hearings on April 19, 2022, and May 3, 2022, to consider this Second Amendment and has found and determined that execution of this Agreement will further the objectives of the Local Government Comprehensive Planning and Land Development Regulation Act, and that the development contemplated and permitted by this Agreement is consistent with City's Comprehensive Plan and existing Land Development Regulations.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

- 1. **Definitions.** In addition to any definitions otherwise set forth in this Agreement, the following terms are defined:
 - 1.1. *44th Avenue* – The planned public roadway designated by the City as “NW 44th Avenue,” referring specifically to that segment of NW 44th Avenue running from SW 20th Street south to the northern terminus of that portion of SW 43rd Court that commences at SW 40th Street and runs to the north. (References herein to SW 43rd Court are also deemed to refer to NW 44th Avenue.) The term also includes conveyances of 44th Avenue ROW.
 - 1.2. *44th Avenue ROW* – The ROW required for the City's construction and operation of 44th Avenue, including related Stormwater Management Facilities, and all required temporary

or permanent easements, all as set forth in the Conveyance Documents, subject to being revised pursuant to paragraph 3.7.

- 1.3. *Closing* – The delivery of a deed and other documents pursuant to paragraph 5 to City for the Remaining Parcels and, as and when set forth in paragraph 2.2.2.a, the KAS Roundabout Parcel.
- 1.4. *Closing Date* – The date for a Closing as set forth in paragraph 5.1.
- 1.5. *Concurrency Reservation* – As defined in paragraph 6.1.
- 1.6. *Conveyance Document* – One or more of the documents referred to in paragraph 9.2 of the Northern Owner Donation Agreement concerning documents necessary to conclude the Settlement Agreement, as listed on the attached **Exhibit B**.
- 1.7. *Current Agreement* – One or more of the Current Concurrency Agreement or the Current Contribution Agreement.
- 1.8. *Current Concurrency Agreement* – The “Concurrency Development Agreement Pursuant to Chapter 163, Florida Statutes [Improvements Related to the SW 44th Avenue Corridor Project]” as recorded in OR Book 3757, Page 337² (the “Original Concurrency Agreement”), as amended by the “First Amendment to Concurrency Development Pursuant to Chapter 163, Florida Statutes [Improvements Related to the SW 44th Avenue Corridor Project]” recorded in OR Book 5085, Page 1451 (the “First Amendment to Concurrency Agreement”).
- 1.9. *Current Contribution Agreement* – The “Right-Of-Way Contribution and Roadway Construction Agreement (SW 44th Avenue Project)” as recorded in OR Book 4658, Page 1453 (the “Original Contribution Agreement”), as amended by the “Addendum to Right-Of-Way Contribution and Roadway Construction Agreement (SW 44th Avenue Project)” (the “First Amendment to Contribution Agreement”) recorded in OR Book 5055, Page 1116.
- 1.10. *Easement Parcel* – Any portion of the Remaining Parcels upon KAS is to convey City an easement, as opposed to fee simple title.
- 1.11. *East-West Road* – The future roadway to be constructed by KAS (or a successor-in-title thereto) under the Settlement Agreement, which will extend from an intersection with SW 38th Avenue westerly to a western terminus at, or westerly of, the western boundary of a portion of the Northern Parcel.
- 1.12. *Fee Simple Parcels* – Any of the Remaining Parcels to be conveyed by KAS to City in fee simple, and the KAS Roundabout Parcel.
- 1.13. *KAS Eastern Parcel* – The real property referred to as the “KAS Eastern Parcel” on the attached **Exhibit A**.
- 1.14. *KAS Property* – One or more of the KAS Eastern Parcel or the KAS Western Parcel.

² All recording references refer to the Public Records of Marion County, Florida.

- 1.15. *KAS Roundabout Parcel* – The real property needed by City from KAS to construct the Roundabout.
- 1.16. *KAS Western Parcel* – The real property referred to as the “KAS Western Parcel” on the attached **Exhibit A**.
- 1.17. *North-South Road* – The same Road as 44th Avenue.
- 1.18. *Northern Owner* – One or more of W.G. One Corp, a Nevada corporation, as Trustee of the Wintergreen B.T., a business trust (“WG”) and Country Green, LP, a Nevada limited liability partnership (“Country Green”).
- 1.19. *Northern Owner Closing* – The delivery of a deed and other documents pursuant to the Northern Owner Donation Agreement to City for the Northern Owner ROW.
- 1.20. *Northern Owner Donation Agreement* – The “Agreement Concerning Donated Right of Way and Related Matters” between City and Northern Owner dated April 19, 2022.
- 1.21. *Northern Owner ROW* – The ROW to be acquired by City under the Northern Owner Donation Agreement.
- 1.22. *Northern Property* – The real property owned by Northern Owner as set forth in the Northern Owner Donation Agreement.
- 1.23. *Prior Owners* – The prior owners of the KAS Property who were parties to the Current Concurrency Agreement and Current Contribution Agreement including, without limitation, Larry M. Wood, Trustee, and Ransome Group Investors I, LLP, a Delaware limited liability partnership.
- 1.24. *Remaining Parcels* – The portion of the KAS Property to be conveyed by KAS to City as set forth in the Conveyance Documents and as set forth in the attached **Exhibit C**.
- 1.25. *Roundabout* – As defined in paragraph 2.2.1.
- 1.26. *ROW* – Right-of-way required for the construction of a defined or referenced Road, including lands required for the construction of appurtenant required Stormwater Management Facilities. The term “ROW” shall also apply, as applicable, to all Easements (permanent or temporary), necessary for the construction, or operation, of the applicable roadway and appurtenant Stormwater Management Facilities. The term may be used with reference to the Road for which the ROW is required; e.g., “44th Avenue ROW” refers to the ROW required for the construction of 44th Avenue.
- 1.27. *Settlement Agreement* – The “Settlement Agreement” between KAS, on the one hand, and Northern Owner, on the other hand, entered into in 2017.
- 1.28. *Title Insurance Company* – First American Title Insurance Company or such other title underwriter mutually acceptable to KAS and City.

2. **Conveyances.**

2.1. Remaining Parcels. At Closing under this Agreement, KAS shall convey to City the balance of the KAS ROW that was to be conveyed by KAS to City under the Current Contribution Agreement and that has not yet been conveyed. Such Remaining Parcels are described in the Conveyance Documents.

2.2. Roundabout Parcel.

2.2.1. As part of its construction of the North-South Road, City will construct a traffic circle or roundabout (either a “Roundabout”) at the intersection of the proposed East-West Road and the North-South Road. City shall select the type of Roundabout as well as the design thereof, in its sole discretion.

2.2.2. To permit City to do so:

a. KAS shall convey to City additional real property (the “KAS Roundabout Parcel”) of sufficient size and configuration for City to construct the portion of the Roundabout on the Property. Attached hereto as **Exhibit D** is a sketch of City’s current design of the Roundabout and it is anticipated that the KAS Roundabout Parcel to be conveyed shall be based upon such sketch. The final legal description of the KAS Roundabout Parcel shall, however, be subject to the agreement of City and KAS in their reasonable discretions.

b. City shall use good faith commercially reasonable efforts to obtain from Northern Owner, for no monetary consideration, additional real property (the “Northern Owner Roundabout Parcel”) of sufficient size and configuration for City to construct the remainder of the Roundabout. As with the KAS Roundabout Parcel, it is anticipated that the Northern Owner Roundabout Parcel to be conveyed shall be based upon such sketch. The final legal description of the Northern Owner Roundabout Parcel shall, however, be subject to the agreement of City and Northern Owner in their reasonable discretion.

c. In the event that City is unable to obtain the Northern Owner Roundabout Parcel from Northern Owner, City shall use commercially reasonable efforts to re-design the Roundabout such that all real property needed for the Roundabout is located on the KAS Property, whereupon KAS shall convey to City the additional real property as part of the KAS Roundabout Parcel pursuant to paragraph 2.2.2.a. If City is unable to re-design the Roundabout such that all real property needed therefor is located on the KAS Property, or KAS is unwilling to convey the additional real property to City needed for the Roundabout, City shall not be obligated to construct the Roundabout.

2.2.3. KAS’ obligation to convey the Roundabout Parcel shall be set forth in a memorandum to be recorded in the public records at the Closing of the Remaining Parcels.

- 2.2.4. KAS acknowledges the benefit that the Roundabout will provide to the KAS Properties, and therefore shall convey the Roundabout Parcel to City for no additional consideration.

3. **Title Matters.**

3.1. Issuance of Title Insurance Commitment.

- 3.1.1. Within one (1) month after the Effective Date, City shall, at City's expense, obtain: a title insurance commitment (the "Commitment"); and, within thirty (30) days after Closing, an owner's title insurance policy (the "Policy").
- 3.1.2. The amount of the Commitment and Policy shall be calculated as follows (being the party's good faith estimate of the fair market value of the Property being acquired by City for purposes of this Agreement only):
 - a. For the Fee Simple Parcels, the result of the following calculation: The total square footage of the Fee Simple Parcels (as determined by City subject to review by KAS in its reasonable discretion) multiplied by 30 cents (being the assessed value for each square foot of the Eastern Parcel).
 - b. For the Easement Parcels, 70% of the value calculated for the Fee Simple Parcels.
- 3.1.3. The Commitment shall be accompanied by legible copies of all documents which it references. The Commitment and the Policy, when issued, shall be issued by Title Insurance Company.

3.2. Permitted Exceptions. The Commitment shall evidence that KAS is vested with fee simple title to the Property, free and clear of all liens, encumbrances, exceptions, and qualifications whatsoever, except for those acceptable to City in its sole discretion (the "Permitted Exceptions") and those which shall be discharged by KAS prior to Closing.

3.3. Examination of Commitment by City. City shall have fifteen (15) days after receipt of the Commitment to examine it. If the Commitment fails to meet the requirements of paragraph 3.2, City shall provide notice (the "City Title Defect Notice") to KAS by the end of such time period, specifying the liens, encumbrances, exceptions, qualifications, or other matters listed in the Commitment that are not Permitted Exceptions (any such liens, encumbrances, exceptions, qualifications, or other matters being referred to below as "Title Defects"); City need not object to any matters that must be discharged by KAS at or before Closing but, if City does so, such additional matters shall be deemed title defects as well. If City fails to deliver the City Title Defect Notice within the required time period, then City shall be deemed to have accepted the Commitment and the title to the Property as evidenced thereby.

3.4. Cure of Title Defects.

- 3.4.1. Within fifteen (15) days after City delivers the City Title Defect Notice, KAS shall provide notice (the "KAS Title Cure Notice") to City specifying which Title Defects it intends to eliminate or cure, and which it does not. If KAS fails to provide the KAS Title Cure Notice within the foregoing time period, then KAS

shall be deemed to have agreed to eliminate or cure all Title Defects specified in the City Title Defect Notice. KAS shall have six (6) months after delivering KAS Title Cure Notice to eliminate or cure the Title Defects that KAS agreed to eliminate or cure in the KAS Title Cure Notice, and KAS shall use good faith, diligent efforts to timely eliminate or cure such Title Defects, including the bringing of necessary suits. Notwithstanding the foregoing, KAS shall not be required to spend in excess of \$5,000.00 to cure the Title Defects (but City reserves its rights under paragraph 3.4.3 of this Agreement in the event that any Title Defects are not cured because of such limit).

- 3.4.2. If any title matters arise after the Commitment's effective date and prior to Closing that are not contemplated as Permitted Exceptions under this Agreement (other than those that arise based upon actions of City or with the consent of City) and City objects to them by notice to KAS before Closing, then such matters shall be treated as Title Defects under this Agreement, and the Closing may be extended for up to sixty (60) days to allow KAS sufficient time to eliminate or cure such Title Defects.
- 3.4.3. If KAS: (a) in the KAS Title Cure Notice elects not to eliminate or cure all Title Defects; or (b) is not successful in eliminating or curing the Title Defects that KAS has agreed to eliminate or cure in the KAS Title Cure Notice, City may:
- a. Accept the title as it then is, thereby waiving all objections to the Title Defects; or
 - b. Provide notice that City is terminating this Agreement, in which case this Agreement shall be terminated and KAS and City 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.
- 3.5. Closing Affidavits. At Closing, KAS shall provide all evidence, affidavits, and other documentation reasonably required such that the Commitment (and the Policy when issued) shall not contain the so-called "standard exceptions" for rights of parties in possession, matters of survey (provided that City obtains a survey in accordance with paragraph 4), unrecorded easements, and construction liens. The Commitment (and the Policy when issued) will contain an exception for the current year's taxes and taxes for subsequent years, unless the Closing takes place in November or December, in which case the exception for taxes shall be for the year following the Closing and subsequent years.
- 3.6. Deletion of Standard Exceptions. At Closing, KAS shall cause the Title Insurance Company to delete from the Commitment, by endorsement or by "marking up" the Commitment, all requirements listed in Part I of Schedule B of the Commitment, the so-called "gap" exception, and the standard exceptions (to the extent described in the paragraph 3.5).
- 3.7. Manner of Conveyance. KAS shall convey the KAS ROW to City pursuant to the Conveyance Documents. The Conveyance Documents shall consist of the documents described in the attached **Exhibit B**, all of which documents have been approved, as to form and substance, by City and KAS, as hereafter revised by City and KAS in the exercise of their reasonable discretion. The parties acknowledge that such drafts are based upon

City's current belief concerning the ownership, and interests being acquired by City in, the Remaining Parcels and that the Conveyance Documents may be required to change including based upon any corrections in legal descriptions approved by City and KAS in their reasonable discretion.

4. **Survey.**

4.1. City's Option to Obtain Survey. Within two (2) months after the Effective Date, City may obtain, at City's expense, a survey of the Property (the "Survey").

4.2. Survey Defects.

4.2.1. If the Survey reveals any of the following matters, they shall be deemed to be "Survey Defects" for purposes of this paragraph 4, except to the extent that any of them are Permitted Exceptions:

- a. Easements on the Property, including any evidence of unrecorded easements; rights-of-way on the Property;
- b. Violations of any restrictive covenants; violations of any building, zoning, land use, or other laws, ordinances, rules, or regulations imposed by governmental authority;
- c. Encroachments of improvements located on the Property onto setback lines, easements, rights-of-way, or the lands of others; encroachments of improvements of others (i.e., adjoining landowners) onto the Property;
- d. Overlaps, gaps, gores, and hiatuses; or
- e. Other matters that would, in City's sole opinion, interfere with the construction of 44th Avenue.

4.2.2. Notwithstanding anything to the contrary contained in this Agreement, none of the above matters shall be treated as Survey Defects if the Title Insurance Company agrees, in the Commitment, to remove from the Policy the standard exception for matters of survey and does not insert in its place a specific exception relating to the particular Survey Defects or to matters appearing on the Survey in general.

4.3. Notice and Cure of Survey Title Defects.

4.3.1. The procedures and provisions set forth in paragraphs 3.3 and 3.4 shall apply as to any Survey Defects, except as follows:

- a. All references therein to Title Defects shall be deemed to refer to Survey Defects, instead of City providing the City Title Defect Notice, City shall provide a City Survey Defect Notice, and instead of KAS providing a KAS Title Cure Notice, KAS shall provide a KAS Survey Cure Notice.
- b. The time frame for City to provide the City Survey Defect Notice under paragraph 3.3, shall be fifteen (15) days after receipt of the Survey. If City

fails to provide the City Survey Defect Notice within such time period, City shall be deemed to have waived all objections to such Survey Defects.

- c. The time frame for KAS to provide the KAS Survey Cure Notice shall be fifteen (15) days after receipt of the City Survey Defect Notice. If KAS fails to provide the KAS Survey Cure Notice within the foregoing time period, then KAS shall be deemed to have agreed to eliminate or cure all Survey Defects specified in the City Survey Defect Notice
- d. The same time frame set forth in paragraph 3.4.1 for KAS to cure the Title Defects, shall be the same time frame for KAS to eliminate or cure the Survey Defects, notwithstanding that the KAS Survey Cure Notice may be provided after the delivery of the KAS Title Cure Notice.

5. **Closing.**

5.1. Date and Place.

- 5.1.1. The Closing Date for the Closing of the Remaining Parcels shall be the earlier of: (a) the date of the Closing of the Northern Owner ROW under the Northern Owner Donation Agreement which shall also be the same date as the Closing under the Settlement Agreement; or (b) six (6) months after the Effective Date of this Agreement.
- 5.1.2. The Closing Date for the Closing of the KAS Roundabout Parcel shall be one (1) month after the determination of the legal description for the KAS Roundabout Parcel under paragraph 2.2
- 5.1.3. Each Closing shall take place at the office for counsel. for City or any other location designated by City. Notwithstanding the foregoing, City and KAS will cooperate with each other in closing this transaction through the mail, email or overnight courier service.

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

5.3. KAS' Documents. KAS shall deliver or cause to be delivered to City on or before the Closing Date, at KAS' sole cost and expense, the following original documents:

- 5.3.1. The Conveyance Documents properly executed and in recordable form.
- 5.3.2. A closing statement setting forth all of the closing expenses of the KAS and City, including closing prorations and adjustments, and setting forth the net cash due to KAS and the cash required to close on the part of City.
- 5.3.3. Any other documents required by this Agreement, or federal, state, or local laws, ordinances, or regulations, to be delivered by KAS.
- 5.3.4. All releases and other documents required under the Settlement Agreement to be executed by KAS thereunder.

- 5.4. City's Documents. City shall deliver or cause to be delivered to KAS on or before the Closing Date, at City's sole cost and expense, the following original documents:
- 5.4.1. Check drawn on City for the cash to close, or a wire transfer of such funds, after the prorations and credits are applied.
 - 5.4.2. Any other documents required under this Agreement, or federal, state or local laws, ordinances or regulations, to be executed by City.
 - 5.4.3. All releases and other documents required under the Settlement Agreement to be executed by City thereunder.
- 5.5. Expenses.
- 5.5.1. KAS' Expenses. KAS shall pay at or prior to Closing the cost of:
 - a. Recording any documents required to cure any title defects or objections; and
 - b. Such other expenses incurred by KAS or necessary to KAS' performance of KAS' obligations under this Agreement, including all professional fees incurred directly by KAS.
 - 5.5.2. City's Expenses. City shall pay at or prior to Closing the cost of:
 - a. Recording the Conveyance Documents and any other instruments of conveyance;
 - b. Title Insurance Commitment and Policy premiums and title information and examination expenses;
 - c. The Survey; and
 - d. Such other expenses incurred by City or necessary to City's obligations under this Agreement, including all professional fees incurred directly by City.
- 5.6. 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 Closing shall be promptly corrected upon notice and demand by either party, which obligations shall survive the Closing.

6. Extension of Concurrency Reservation.

- 6.1. As set forth in greater detail in the Current Concurrency Agreement, KAS has reserved Transportation Concurrency for the number of Reserved Trips (as defined in the Original Concurrency Agreement) as set forth therein; such reservation is referred to as the "Concurrency Reservation."
- 6.1.1. The Concurrency Reservation expired on July 22, 2012.

- 6.1.2. As set forth in the Whereas clauses of this Agreement, City believes that it would be appropriate to extend the duration of the Concurrency Reservation for the reasons set forth therein and in consideration for KAS' performance of its other obligations under this Second Amendment.
- 6.2. Subject to paragraph 6.4, the Capacity Reservation granted to KAS by City pursuant to the Current Concurrency Agreement for the benefit of the Eastern Parcel, shall have a term commencing on the Effective Date of this Agreement and ending on the twenty-fifth anniversary thereof.
- 6.3. As set forth in the Current Concurrency Agreement, the Capacity Reservation is for the Eastern KAS Parcel only. Any Concurrency Reservation for the Western KAS Parcel shall be subject to the provisions of the City Code.
- 6.4. The provisions of this paragraph 6 shall become effective only upon the Closing of the Remaining Parcels under this Agreement. If such Closing does not occur, for any reason other than a default by City hereunder, the extension of the Concurrency Reservation set forth in paragraph 6.2 shall not become effective and the provisions of this paragraph 6 shall be deemed excised from this Agreement.

7. **Notices.**

- 7.1. 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:
 - 7.1.1. If to City: Director of Growth Management Services, 201 SE 3rd Street (2nd Floor), Ocala, FL 34471; email: TChighizola@Ocalafl.org.
 - a. With a copy to: City Engineer, 1805 N.E. 30th Ave., Building 600, Ocala, Florida 34470; email: SLanier@Ocalafl.org.
 - b. With a copy to: W. James Gooding III, Esq., Gooding & Batsel, PLLC, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.
 - 7.1.2. If to KAS: Kenneth A. Steel, Jr., 6899 Collins Avenue, Unit 905, Miami Beach, FL 33141; email: [REDACTED].
 - a. With a copy to: H. William Perry, Esq., Gunster, 777 South Flagler Drive, Suite 500 East, West Palm Beach, FL 33401-6194; email: hperry@gunster.com.
- 7.2. Each such Communication shall be deemed delivered:
 - 7.2.1. On the date of delivery if by personal delivery;

- 7.2.2. On the date of email transmission if by email (subject to paragraph 7.5); and
- 7.2.3. 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.
- 7.2.4. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. Concerning Communications sent by email:
 - 7.5.1. 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;
 - 7.5.2. 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;
 - 7.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
 - 7.5.4. 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
 - 7.5.5. 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.
- 8. **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.
- 9. **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.

10. **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.
11. **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.
12. **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.
13. **Severability Clause.** Provisions contained in this Agreement which are 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.
14. **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.
15. **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.
16. **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:
 - 16.1. Words importing the singular number shall include the plural, and vice versa.
 - 16.2. Words importing a particular gender shall include all genders.
 - 16.3. 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.

- 16.4. 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.
- 16.5. The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms, shall refer to this Agreement.
- 16.6. The term “heretofore” shall mean prior to the execution of this Agreement.
17. **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.
18. **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.
19. **Time.**
- 19.1. Time is of the essence of all of the provisions and terms of this Agreement.
- 19.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.
- 19.3. 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.
- 19.4. 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.
20. **Exhibits.**
- 20.1. All exhibits attached to this Agreement are incorporated herein by reference.
- 20.2. The following exhibits are attached to this Agreement:
- 20.2.1. **Exhibit A** – KAS Property.
- 20.2.2. **Exhibit B** – Conveyance Documents.

20.2.3. **Exhibit C** – Remaining Parcels.

20.2.4. **Exhibit D** – Sketch of Roundabout Parcel.

21. Effect on Current Agreements.

21.1. It is the intent of this Second Amendment that it be read consistently with the Current Agreements to the extent possible, and that only to the extent that this Second Amendment contains provisions not contained in the Current Agreements, or expressly conflicts with the Current Agreements, shall the Current Agreements be deemed amended. Thus, except to such extent, the Current Agreements are not amended or modified.

21.2. Any reference in the Current Agreements to “this Agreement,” “the Agreement,” or similar phrases shall be deemed to refer to the Current Agreement as amended by this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY

ATTEST:

City of Ocala, a Florida municipal corporation

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
President, Ocala City Council

Approved as to form and legality

W. James Gooding
Assistant City Attorney

KAS

KAS Ocala, LLC, a Florida limited liability
company

By: _____
Kenneth A. Steel, Jr. as Manager

**EXHIBIT A
KAS PROPERTY**

KAS EASTERN PARCEL

Marion County Tax Parcel ID #2380-000-001

SEC 27 TWP 15 RGE 21

N 1775 FT OF NE 1/4

EXC E 3/4 OF N 1/4 OF NE 1/4

EXC E 30 FT FOR RD

EXC THAT PT LYING WITHIN MAGNOLIA GARDEN ESTATES K-37

EXC ANY PT LYING WITHIN SW 44TH AVE ROW BEING MORE

PARTICULARLY DESC AS: BEGIN AT THE NE COR OF NW 1/4 OF SEC

27 TH S 00-23-47 W 446.07 FT TO THE POB TH S 17-25-56 E

100.21 FT TO THE POC OF A CURVE CONCAVE WLY HAVING A

CENTRAL ANGLE OF 17-49-44 A RADIUS OF 1693.33 FT A CHORD

BEARING & DISTANCE OF S 08-31-05 E 524.79 FT TH SLY ALONG

ARC OF CURVE 526.91 FT TH S 00-23-47 W 198.13 FT TH

S 44-35-27 E 49.51 FT TH S 89-34-41 E 12.03 FT TH

S 00-25-19 W 60 FT TH S 45-24-49 W 49.48 FT TO A PT ON A

CURVE CONCAVE WLY HAVING A CENTRAL ANGLE OF 10-17-37 A

RADIUS OF 1119.51 FT A CHORD BEARING & DISTANCE OF

S 05-17-52 W 200.86 FT TH SLY ALONG ARC OF CURVE 201.13 FT

TH S 25-03-24 W 52.14 FT TO A PT ON A CURVE CONCAVE NWLY

HAVING A CENTRAL ANGLE OF 08-46-50 A RADIUS OF 1106.11 A

CHORD BEARING & DISTANCE OF S 17-27-10 W 169.35 FT TH SWLY

ALONG ARC OF CURVE 169.51 FT TH S 21-50-35 W 98.58 FT TO

THE POC OF A CURVE CONCAVE SELY HAVING A CENTRAL ANGLE OF

31-48-06 A RADIUS OF 905 FT A CHORD BEARING & DISTANCE OF

S 00-56-32 W 495.89 FT TH SLY ALONG ARC OF CURVE 502.31 FT

TH S 09-57-27 E 270.17 FT TH N 89-49-56 W 101.58 FT TH

N 09-57-31 W 252.31 FT TO THE POC OF A CURVE CONCAVE SELY

HAVING A CENTRAL ANGLE OF 31-48-06 A RADIUS OF 1005 FT A

CHORD BEARING & DISTANCE OF N 05-56-32 E 550.69 FT TH NLY

ALONG ARC OF CURVE 557.82 FT TH N 21-50-35 E 98.58 FT TO

THE POC OF A CURVE CONCAVE NWLY HAVING A CENTRAL ANGLE OF

21-26-48 A RADIUS OF 1006.11 FT A CHORD BEARING & DISTANCE

OF N 11-07-11 E 374.41 FT TH NELY ALONG ARC OF CURVE 376.60

FT TH N 00-23-47 E 5.02 FT TH N 44-35-27 W 49.51 FT TH

N 89-34-41 W 12.03 FT TH N 00-25-19 E 30 FT TH S 89-34-41 E

35.01 FT TH N 00-23-47 E 876.92 FT TO THE POB

KAS WESTERN PARCEL

Marion County Tax Parcel ID # 23812-001-00

SEC 27 TWP 15 RGE 21

BEGIN AT THE SE COR OF NW 1/4 OF SEC 27 TH S 89-41-52 W

595.23 FT TH N 00-01-23 W 1328.74 FT TH S 90-00-00 E

595.17 FT S 00-01-31 E 1325.60 FT TO THE POB &

BEGIN AT THE NW COR OF SEC 27 TH N 89-41-40 E 1754.67 FT TH

S 00-01-23 E 1318.42 FT TH S 90-00-00 E 295.87 FT TH
 S 00-01-23 E 1328.74 FT TH S 89-40-37 W 2051.56 FT TH
 N 00-07-30 E 273.56 FT TH N 89-52-36 W 2638.72 FT TH
 N 00-02-37 W 1052.88 FT TH S 89-49-15 E 1317.67 FT TH
 S 00-03-14 W 662.14 FT TH S 89-50-10 E 1322.35 FT TH
 N 00-00-54 W 1987.29 FT TO THE POB
 EXC ANY PT LYING WITHIN SW 44TH AVE ROW BEING MORE
 PARTICULARLY DESC AS: BEGIN AT THE NE COR OF NW 1/4 OF SEC
 27 TH S 00-23-47 W 446.07 FT TO THE POB TH S 17-25-56 E
 100.21 FT TO THE POC OF A CURVE CONCAVE WLY HAVING A
 CENTRAL ANGLE OF 17-49-44 A RADIUS OF 1693.33 FT A CHORD
 BEARING & DISTANCE OF S 08-31-05 E 524.79 FT TH SLY ALONG
 ARC OF CURVE 526.91 FT TH S 00-23-47 W 198.13 FT TH
 S 44-35-27 E 49.51 FT TH S 89-34-41 E 12.03 FT TH
 S 00-25-19 W 60 FT TH S 45-24-49 W 49.48 FT TO A PT ON A
 CURVE CONCAVE WLY HAVING A CENTRAL ANGLE OF 10-17-37 A
 RADIUS OF 1119.51 FT A CHORD BEARING & DISTANCE OF
 S 05-17-52 W 200.86 FT TH SLY ALONG ARC OF CURVE 201.13 FT
 TH S 25-03-24 W 52.14 FT TO A PT ON A CURVE CONCAVE NWLY
 HAVING A CENTRAL ANGLE OF 08-46-50 A RADIUS OF 1106.11 A
 CHORD BEARING & DISTANCE OF S 17-27-10 W 169.35 FT TH SWLY
 ALONG ARC OF CURVE 169.51 FT TH S 21-50-35 W 98.58 FT TO
 THE POC OF A CURVE CONCAVE SELY HAVING A CENTRAL ANGLE OF
 31-48-06 A RADIUS OF 905 FT A CHORD BEARING & DISTANCE OF
 S 00-56-32 W 495.89 FT TH SLY ALONG ARC OF CURVE 502.31 FT
 TH S 09-57-27 E 270.17 FT TH N 89-49-56 W 101.58 FT TH
 N 09-57-31 W 252.31 FT TO THE POC OF A CURVE CONCAVE SELY
 HAVING A CENTRAL ANGLE OF 31-48-06 A RADIUS OF 1005 FT A
 CHORD BEARING & DISTANCE OF N 05-56-32 E 550.69 FT TH NLY
 ALONG ARC OF CURVE 557.82 FT TH N 21-50-35 E 98.58 FT TO
 THE POC OF A CURVE CONCAVE NWLY HAVING A CENTRAL ANGLE OF
 21-26-48 A RADIUS OF 1006.11 FT A CHORD BEARING & DISTANCE
 OF N 11-07-11 E 374.41 FT TH NELY ALONG ARC OF CURVE 376.60
 FT TH N 00-23-47 E 5.02 FT TH N 44-35-27 W 49.51 FT TH
 N 89-34-41 W 12.03 FT TH N 00-25-19 E 30 FT TH S 89-34-41 E
 35.01 FT TH N 00-23-47 E 876.92 FT TO THE POB

EXHIBIT B
CONVEYANCE DOCUMENTS

(Does not include documents to be executed by others or documents not conveying ROW under this Agreement)

	Exhibit # (from Settlement Agreement)	Document
1.	N-4 – KAS South DRA	Special Warranty Deed from KAS to City - Southern 44th Avenue DRA
2.	N-5 – KAS Northern DRA	Special Warranty Deed from KAS to City - Northern 44th Avenue DRA and Drainage Easement
3.	N-5 (2nd) – KAS East/West Road	Special Warranty Deed from KAS to City - East West Road
4.	No Number	KAS Guy Anchor Easements
5.	No Number	KAS Tree Trimming Easement

EXHIBIT C
REMAINING PARCELS

NORTHERN DRA AND DRAINAGE EASEMENT

Northern DRA (Fee Simple)³

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 27, THENCE ALONG THE NORTH LINE THEREOF, RUN S 89°52'11" E, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°52'11" E, ALONG SAID NORTH LINE A DISTANCE OF 365.00 FEET; THENCE DEPARTING THE NORTH LINE, RUN S 00°23'47" W, PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 27, A DISTANCE OF 250.00 FEET; THENCE RUN N 89°52'11" W, PARALLEL WITH THE AFOREMENTIONED NORTH LINE OF THE NORTHEAST 1/4, A DISTANCE OF 365.00 FEET TO A POINT ON A LINE THAT IS 100.00 FEET WEST OF (BY PERPENDICULAR MEASURE) THE WEST LINE OF THE AFOREMENTIONED NORTHEAST 1/4; THENCE RUN N 00°23'47" E, ALONG SAID LINE A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.09 ACRES, MORE OR LESS.

Drainage Easement⁴

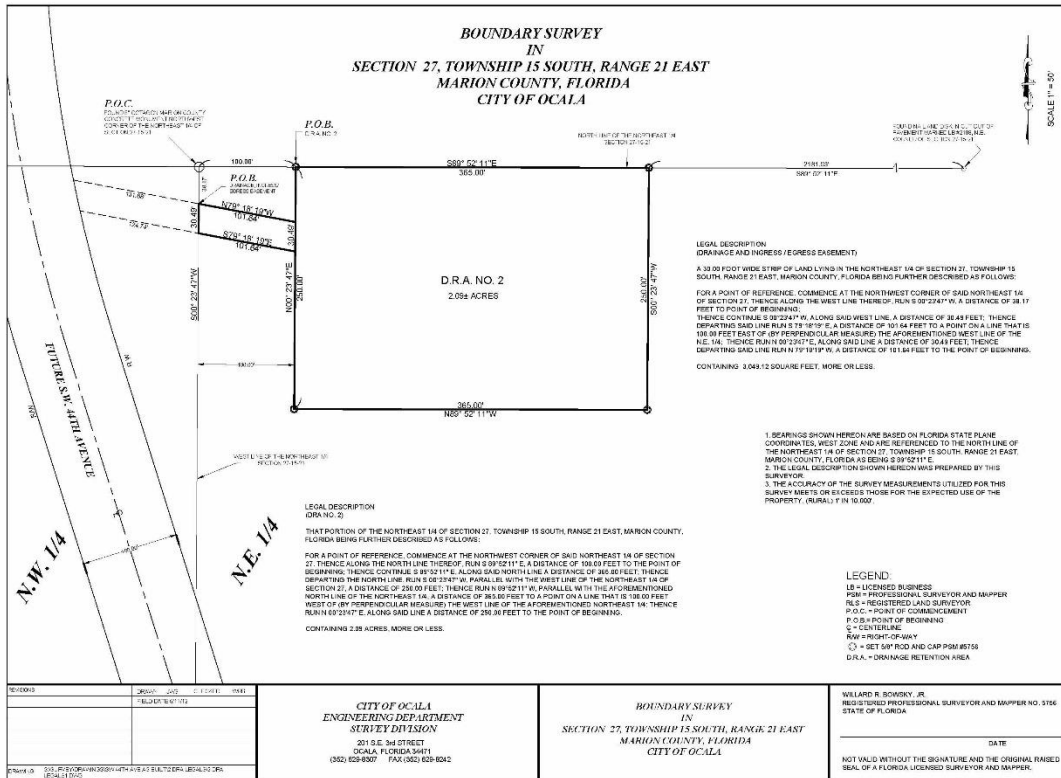
A 30.00 FOOT WIDE STRIP OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 27, THENCE ALONG THE WEST LINE THEREOF, RUN S 00°23'47" W, A DISTANCE OF 38.17 FEET TO POINT OF BEGINNING; THENCE CONTINUE S 00°23'47" W, ALONG SAID WEST LINE, A DISTANCE OF 30.49 FEET; THENCE DEPARTING SAID LINE RUN S 79°18'19" E, A DISTANCE OF 101.64 FEET TO A POINT ON A LINE THAT IS 100.00 FEET EAST OF (BY PERPENDICULAR MEASURE) THE AFOREMENTIONED WEST LINE OF THE N.E. 1/4; THENCE RUN N 00°23'47" E, ALONG SAID LINE A DISTANCE OF 30.49 FEET; THENCE DEPARTING SAID LINE RUN N 79°18'19" W, A DISTANCE OF 101.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,049.12 SQUARE FEET, MORE OR LESS.

³ Depicted as "D.R.A. NO. 2" on attached survey.

⁴ Depicted as "Drainage and Ingress/Egress easement" on attached survey.

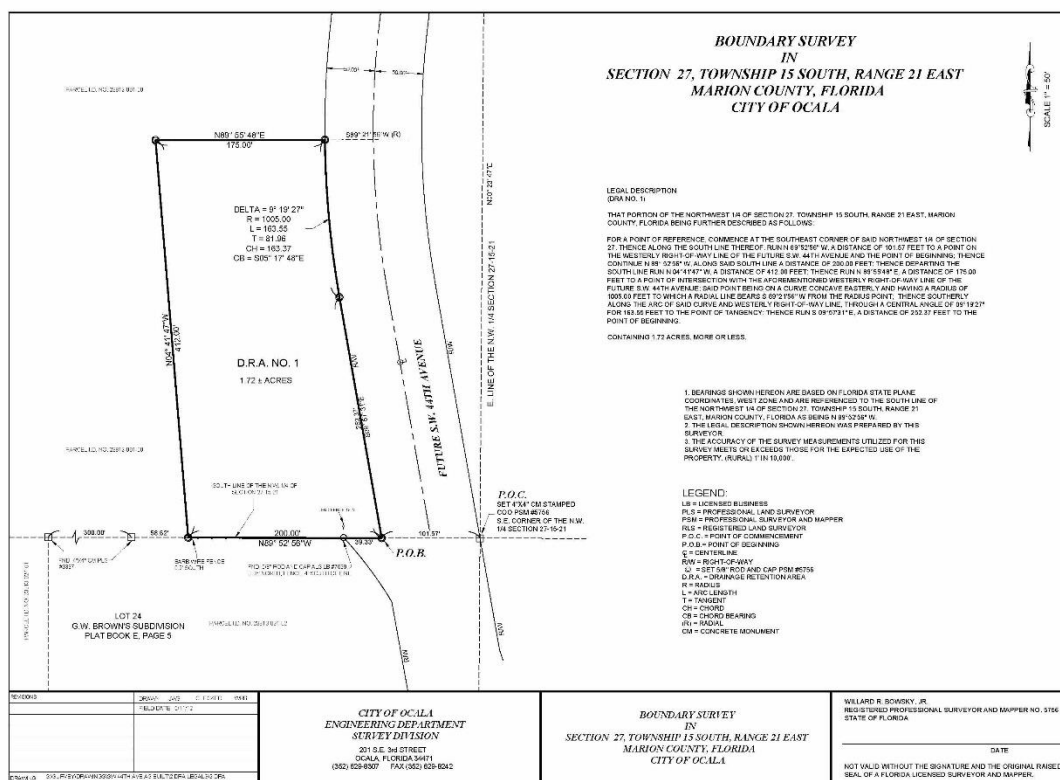


SOUTHERN DRA

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 27, THENCE ALONG THE SOUTH LINE THEREOF, RUN N 89°52'56" W, A DISTANCE OF 101.57 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE FUTURE S.W. 44TH AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE N 89° 52'56" W, ALONG SAID SOUTH LINE A DISTANCE OF 200.00 FEET; THENCE DEPARTING THE SOUTH LINE RUN N 04°41'47" W, A DISTANCE OF 412.00 FEET; THENCE RUN N 89°55'48" E, A DISTANCE OF 175.00 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF THE FUTURE S.W. 44TH AVENUE; SAID POINT BEING ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1005.00 FEET TO WHICH A RADIAL LINE BEARS S 89°21'56" W FROM THE RADIUS POINT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 09°19'27" FOR 163.55 FEET TO THE POINT OF TANGENCY; THENCE RUN S 09°57'31" E, A DISTANCE OF 252.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.72 ACRES, MORE OR LESS.



EAST-WEST ROAD

SKETCH OF DESCRIPTION

DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN THE CERTIFICATE OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 6449, AT PAGE 877, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID PARCEL LYING IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE S00°23'47"W, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, 446.07 FEET, TO THE NORTHERNMOST CORNER OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5072, AT PAGE 183, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE S00°23'47"W, ALONG SAID WEST LINE (AND ALONG THE WEST LINE OF THE LANDS DESCRIBED IN SAID WARRANTY DEED), 418.66 FEET, TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF S.W. 44TH AVENUE (A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH AS MORE PARTICULARLY DESCRIBED IN SAID WARRANTY DEED); THENCE CONTINUE S00°23'47"W, ALONG SAID WEST LINE (AND ALONG THE WEST LINE OF THE LANDS DESCRIBED IN SAID WARRANTY DEED) AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 458.26 FEET, TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN THE CORRECTIVE QUITCLAIM DEED TO TRUSTEE RECORDED IN OFFICIAL RECORDS BOOK 5328, AT PAGE 894, OF SAID PUBLIC RECORDS; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE (AND ALONG THE WESTERLY LINE OF THE LANDS DESCRIBED IN SAID WARRANTY DEED) AND ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID CORRECTIVE QUITCLAIM DEED TO TRUSTEE, N89°34'41"W, 35.01 FEET, TO A CORNER OF THE LANDS DESCRIBED IN SAID WARRANTY DEED AND TO THE POINT OF BEGINNING; THENCE DEPARTING THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID CORRECTIVE QUITCLAIM DEED TO TRUSTEE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE (AND ALONG THE WESTERLY LINE OF THE LANDS DESCRIBED IN SAID WARRANTY DEED), THE FOLLOWING THREE COURSES: S00°25'19"W, 30.00 FEET; THENCE S89°34'41"E, 12.03 FEET; THENCE S44°35'27"E, 14.15 FEET, TO ITS INTERSECTION WITH THE LINE THAT LIES 40.00 FEET SOUTH OF (AS MEASURED PERPENDICULARLY TO AND RUNNING PARALLEL WITH) THE AFOREMENTIONED SOUTH LINE OF THE LANDS DESCRIBED IN SAID CORRECTIVE QUITCLAIM DEED TO TRUSTEE AND THE LINE THAT LIES 40.00 FEET SOUTH OF (AS MEASURED PERPENDICULARLY TO AND RUNNING PARALLEL WITH) THE SOUTH LINE OF THE LANDS DESCRIBED IN EXHIBIT B OF THE CORRECTIVE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5255, AT PAGE 1427, OF SAID PUBLIC RECORDS; THENCE N89°34'41"W, ALONG SAID PARALLEL LINE, 878.03 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE WEST LINE OF THE LANDS DESCRIBED IN SAID CORRECTIVE WARRANTY DEED; THENCE DEPARTING SAID PARALLEL LINE, N00°23'47"E, ALONG SAID SOUTHERLY PROJECTION, 40.00 FEET, TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN SAID CORRECTIVE WARRANTY DEED; THENCE S89°34'41"E, ALONG THE AFOREMENTIONED SOUTH LINE OF THE LANDS DESCRIBED IN SAID CORRECTIVE WARRANTY DEED, 295.87 FEET, TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN SAID CORRECTIVE WARRANTY DEED AND TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED LANDS DESCRIBED IN SAID CORRECTIVE QUITCLAIM DEED TO TRUSTEE; THENCE CONTINUE S89°34'41"E, ALONG THE AFOREMENTIONED SOUTH LINE OF THE LANDS DESCRIBED IN SAID CORRECTIVE QUITCLAIM DEED TO TRUSTEE, 560.15 FEET, TO THE POINT OF BEGINNING.

CONTAINING 34,411 SQUARE FEET (0.790 ACRE), MORE OR LESS.

"KAS OCALA, LLC - EAST-WEST ROAD FEE SIMPLE RIGHT-OF-WAY PARCEL (SOUTH)"

SECTION:	27	TOWNSHIP:	15 S	RANGE:	21 E
DRAWN:	RKR	CHECKED:	RKR		
DATE:			04.15.2022		
SCALE:			1" = 60'		
HORIZONTAL DATUM:			FL83-WF		
REVISIONS:					
NO.	DATE & DESCRIPTION				BY:
FILE NO.:	22-001865.12				
WORK ORDER:	22-001865				

CITY OF OCALA CITY ENGINEER'S OFFICE SURVEY DIVISION

1805 NE 30TH AVENUE - BUILDING 700A
OCALA, FLORIDA 34470
(352) 351-6772 (VOICE) (351) 351-6726 (FAX)

PREPARED FOR: TRANSPORTATION ENGINEERING DIVISION

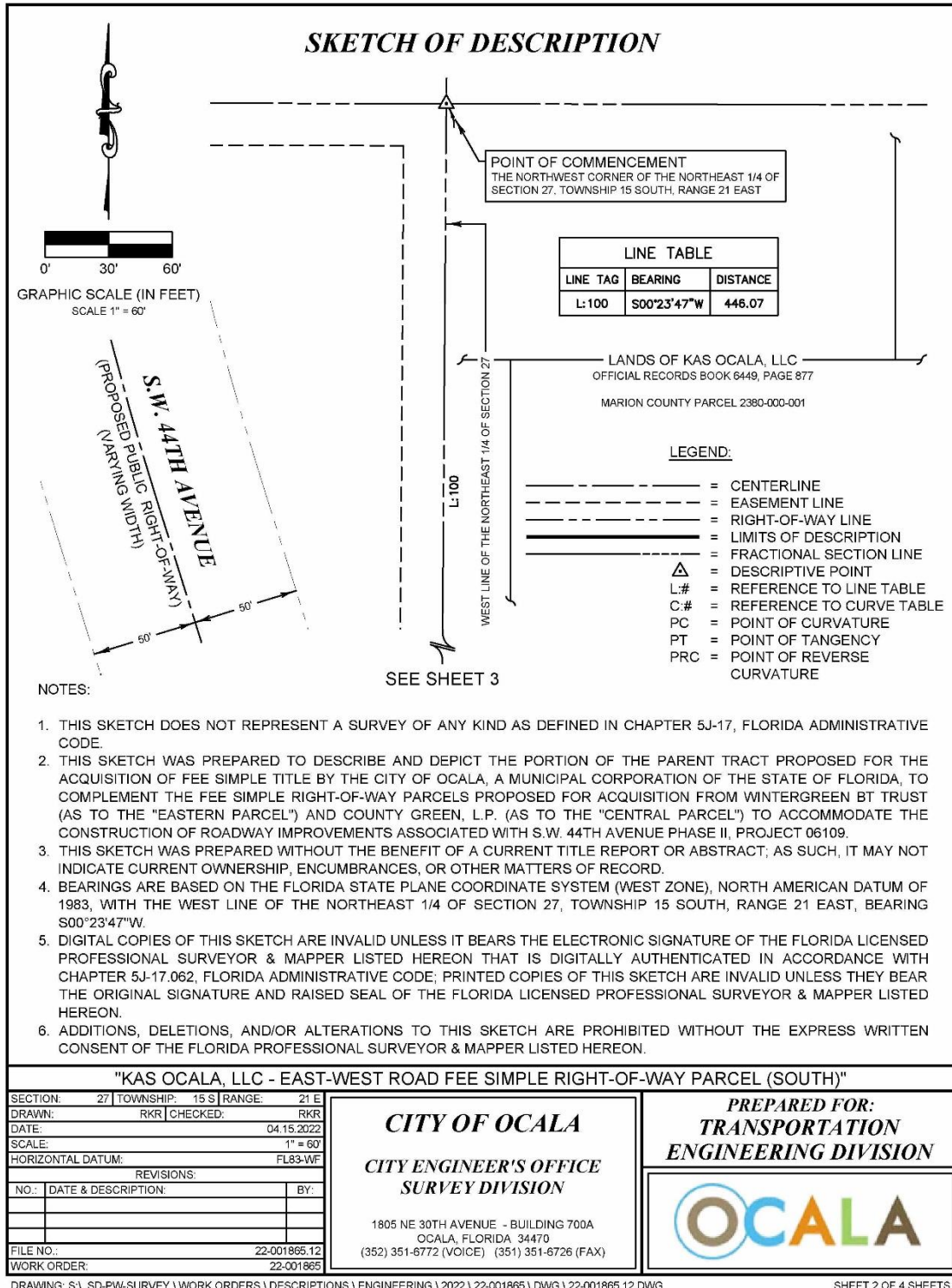


Digitally signed by R. Kelly Roberts:
DN: cn=R. Kelly Roberts, ou=City of Ocala, a=Municipal
Corporation, o=City of Ocala, email=R. Kelly Roberts,
c=US
Date: 2022.04.15 13:26:46 -0400
Adobe Acrobat Reader version: 2022.003.201.17

R. KELLY ROBERTS, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER NO. 5558
STATE OF FLORIDA DATE: APRIL 15, 2022

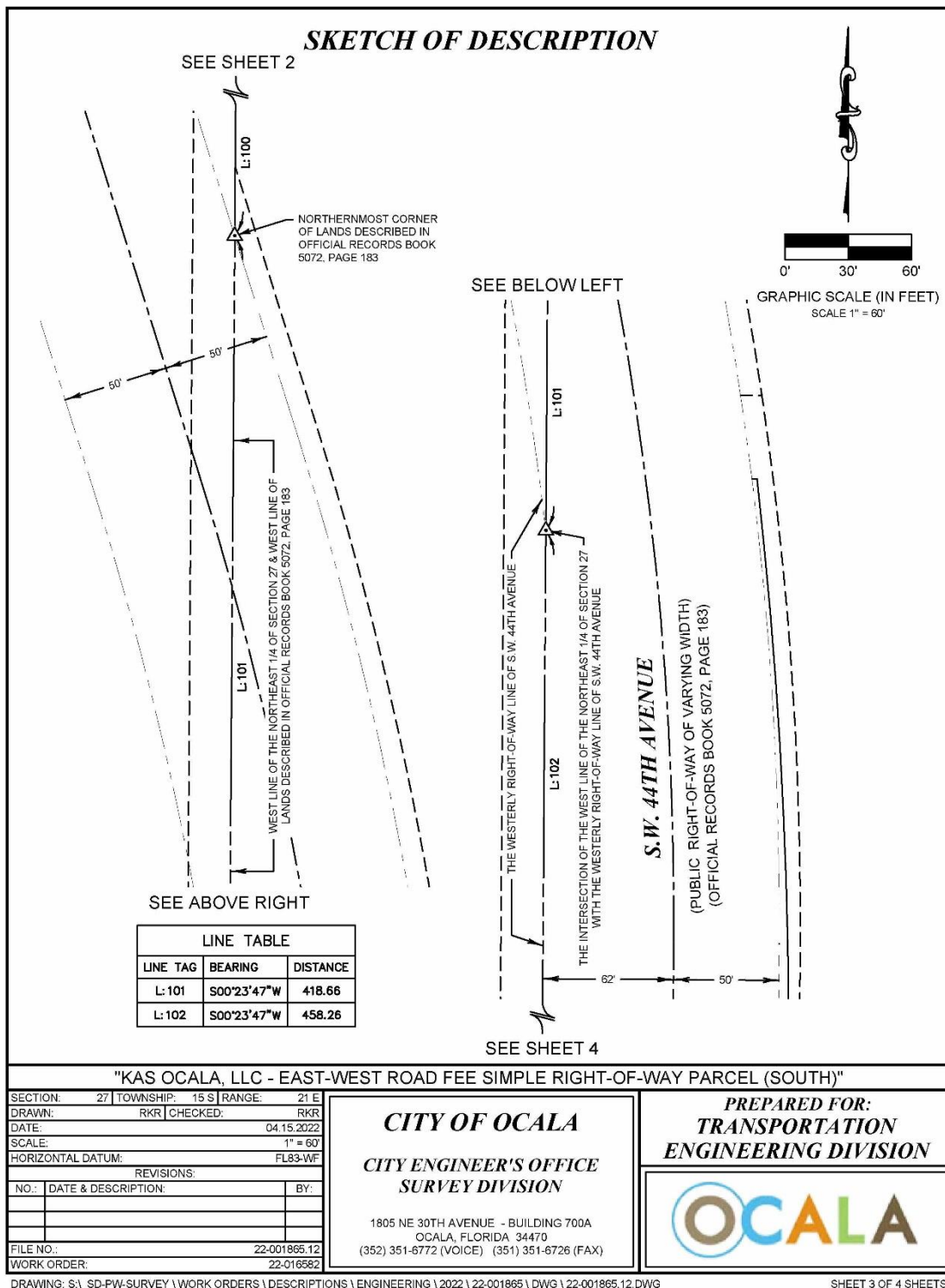
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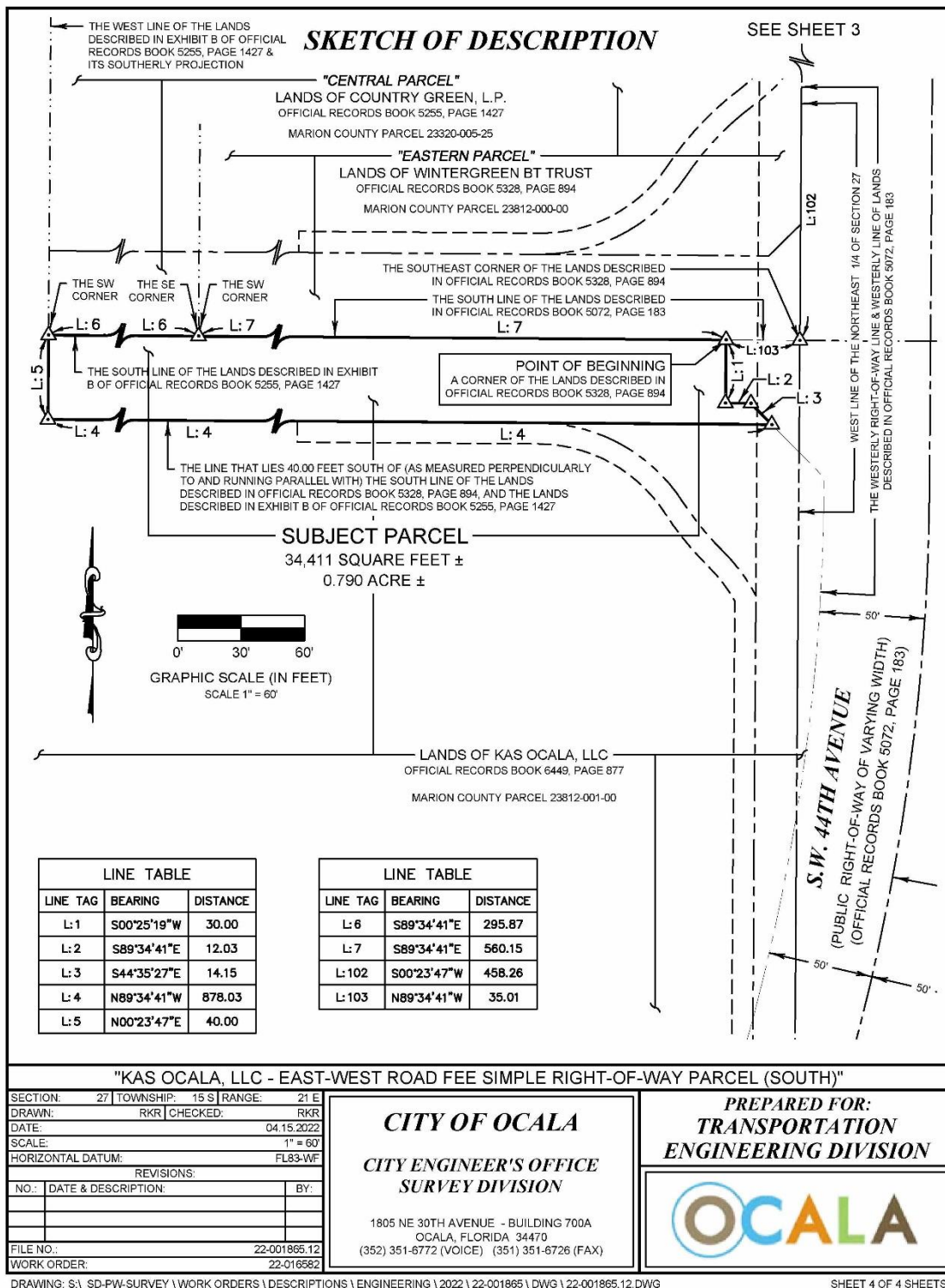
SHEET 1 OF 4 SHEETS



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SHEET 2 OF 4 SHEETS





DRAWING: S:_SD-PW-SURVEY\WORK ORDERS\DESCRIPTIONS\ENGINEERING\2022\22-001865\DWG\22-001865.12.DWG

SHEET 4 OF 4 SHEETS

GUY ANCHOR EASEMENTS

GUYING EASEMENT "H"

A 5.00 FOOT WIDE STRIP OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE RUN N 89°50'56" W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 A DISTANCE OF 101.58 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED SOUTHWEST 44TH AVENUE; THENCE RUN N09°57'31" W ALONG SAID RIGHT-OF-WAY LINE 29.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N09°57'31" W 5.30 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN S 60°48'53" W 20.38 FEET; THENCE S 29°11'07" E 5.00 FEET; THENCE RUN N 60°48'53" E A DISTANCE OF 18.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 97.55 SQ.FT.

GUYING EASEMENT "I"

A 5.00 FOOT WIDE STRIP OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE RUN N 89°50'56" W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 A DISTANCE OF 101.58 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED SOUTHWEST 44TH AVENUE; THENCE RUN N09°57'31" W ALONG SAID RIGHT-OF-WAY LINE 180.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N09°57'31" W 5.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN S 81°32'37" W 20.00 FEET; THENCE S 08°27'23" E 5.00 FEET; THENCE RUN N 81°32'37" E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 100.00 SQ. FT.

GUYING EASEMENT "J"

A 5.00 FOOT WIDE STRIP OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE RUN N 89°50'56" W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 A DISTANCE OF 101.58 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED SOUTHWEST 44TH AVENUE; THENCE RUN N09°57'31" W ALONG SAID RIGHT-OF-WAY LINE 252.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1005.00 FEET; THENCE NORTHERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 06°29'22" FOR 113.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°17'06" FOR 5.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN S 87°36'58" W 20.00 FEET; THENCE

S 03°19'36" E 5.00 FEET; THENCE RUN N 87°36'58" E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 100.00 SQ. FT.

GUYING EASEMENT "K"

A 5.00 FOOT WIDE STRIP OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE RUN N 89°50'56" W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 A DISTANCE OF 101.58 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED SOUTHWEST 44TH AVENUE; THENCE RUN N09°57'31" W ALONG SAID RIGHT-OF-WAY LINE 252.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1005.00 FEET; THENCE NORTHERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 17°03'43" FOR 299.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°17'06" FOR 5.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN N 82°17'39" W 20.00 FEET; THENCE S 07°14'45" W 5.00 FEET; THENCE RUN S 82°17'39" E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 100.00 SQ. FT.

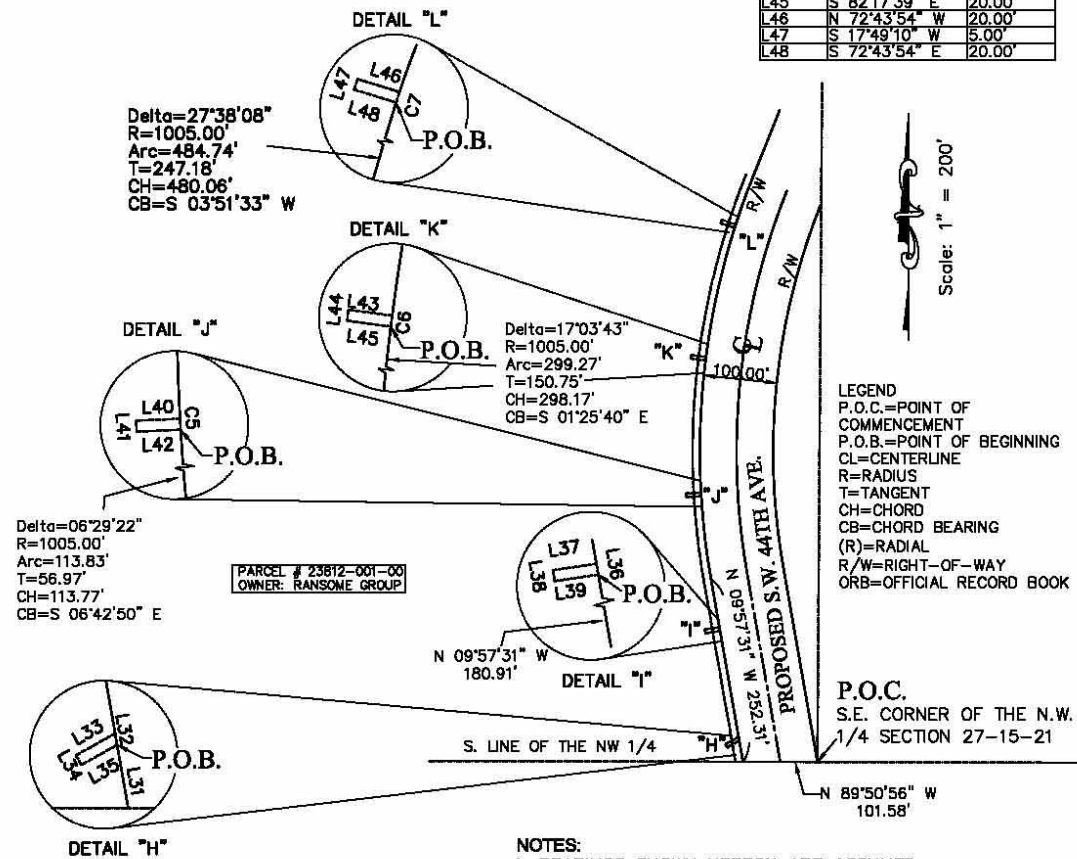
GUYING EASEMENT "L"

A 5.00 FOOT WIDE STRIP OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE RUN N 89°50'56" W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 A DISTANCE OF 101.58 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED SOUTHWEST 44TH AVENUE; THENCE RUN N09°57'31" W ALONG SAID RIGHT-OF-WAY LINE 252.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1005.00 FEET; THENCE NORTHERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 27°38'08" FOR 484.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°17'06" FOR 5.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN N 72°43'54" W 20.00 FEET; THENCE S 17°49'10" W 5.00 FEET; THENCE RUN S 72°43'54" E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 100.00 SQ. FT.

NUMBER	DELTA	ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C5	00°17'06"		1005.00	5.00	2.50	5.00	N 03°17'06" E
C6	00°17'06"		1005.00	5.00	2.50	5.00	N 07°14'45" E
C7	00°17'06"		1005.00	5.00	2.50	5.00	N 17°49'10" E

NUMBER	DIRECTION	DISTANCE
L31	N 09°57'31" W	29.16'
L32	N 09°57'31" W	5.30'
L33	S 60°48'53" W	20.38'
L34	S 29°11'07" E	5.00'
L35	N 60°48'53" E	18.64'
L36	N 09°57'31" W	5.00'
L37	S 81°32'37" W	20.00'
L38	S 08°27'23" E	5.00'
L39	N 81°32'37" E	20.00'
L40	S 87°36'58" W	20.00'
L41	S 03°19'36" E	5.00'
L42	N 87°36'58" E	20.00'
L43	N 82°17'39" W	20.00'
L44	S 07°14'45" W	5.00'
L45	S 82°17'39" E	20.00'
L46	N 72°43'54" W	20.00'
L47	S 17°49'10" W	5.00'
L48	S 72°43'54" E	20.00'



NOTES:
1. BEARINGS SHOWN HEREON ARE ASSUMED AND ARE REFERENCED TO THE SOUTH LINE OF THE NW 1/4 OF SECTION 27 AS BEING N89°50'56"W.
2. THIS IS NOT A BOUNDARY SURVEY.

SHEET 4 OF 4

DRAWN: JWS CHECKED: WRB
DATE: 8/3/09
REVISIONS
DRAWING BASICROW7_20_09USE FOR SKETCHES.DWG

CITY OF OCALA
ENGINEERING DEPARTMENT
SURVEY DIVISION
405 S.E. OSCEOLA AVENUE
P.O. BOX 1270, OCALA, FLORIDA 34471
(352) 629-8521 FAX (352) 629-8242

SKETCH OF DESCRIPTION
IN
SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

T:\Survey\Jody\Files-JWS295\SW 44TH AVE ROW DRAWING\BASIC ROW 7_20_09use for sketches.DWG, 8/13/2009 3:36:39 PM

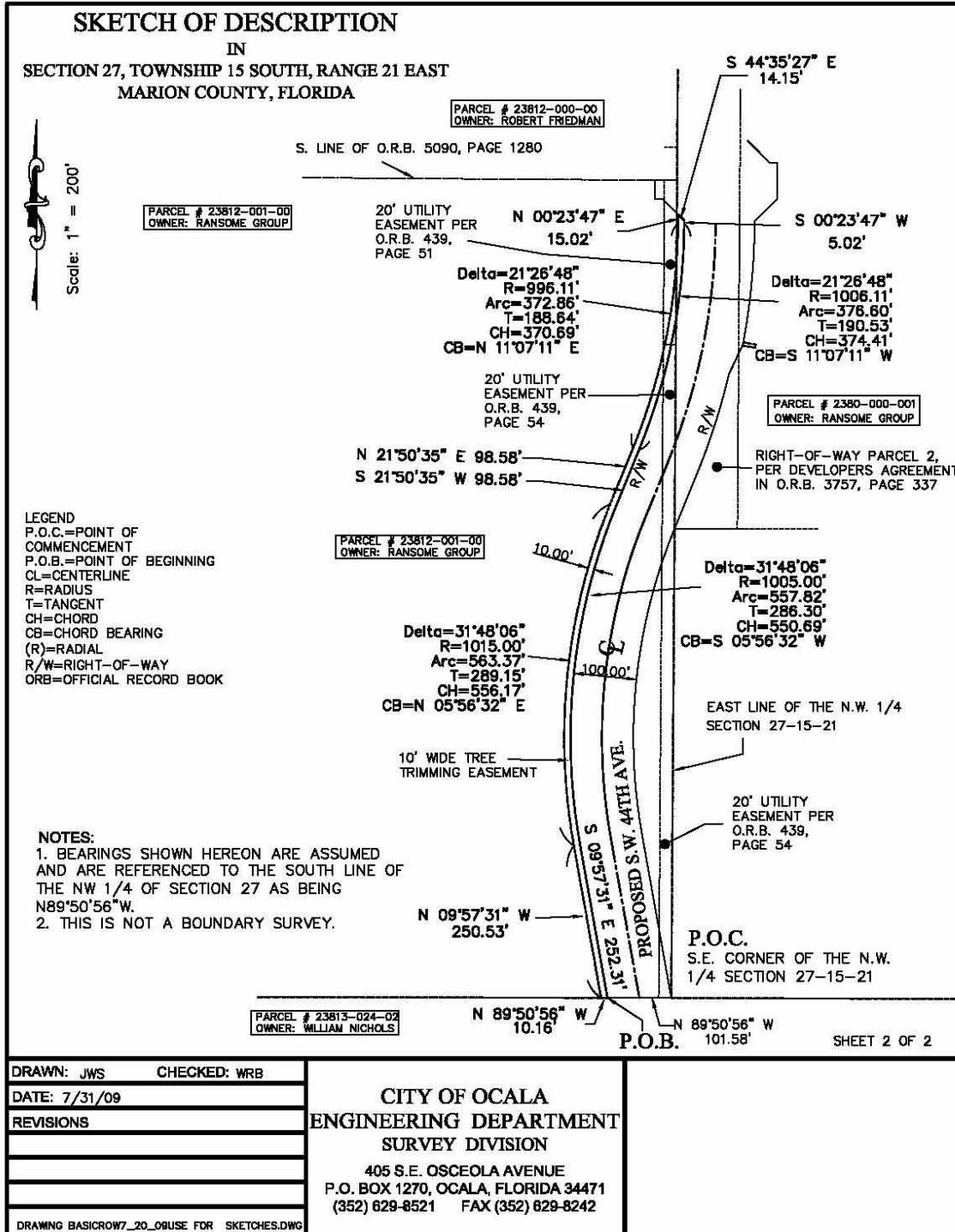
TREE TRIMMING EASEMENT

A 10.00 FOOT WIDE STRIP OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE RUN N 89°50'56" W ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 101.58 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED SOUTHWEST 44TH AVENUE AND THE POINT OF BEGINNING:

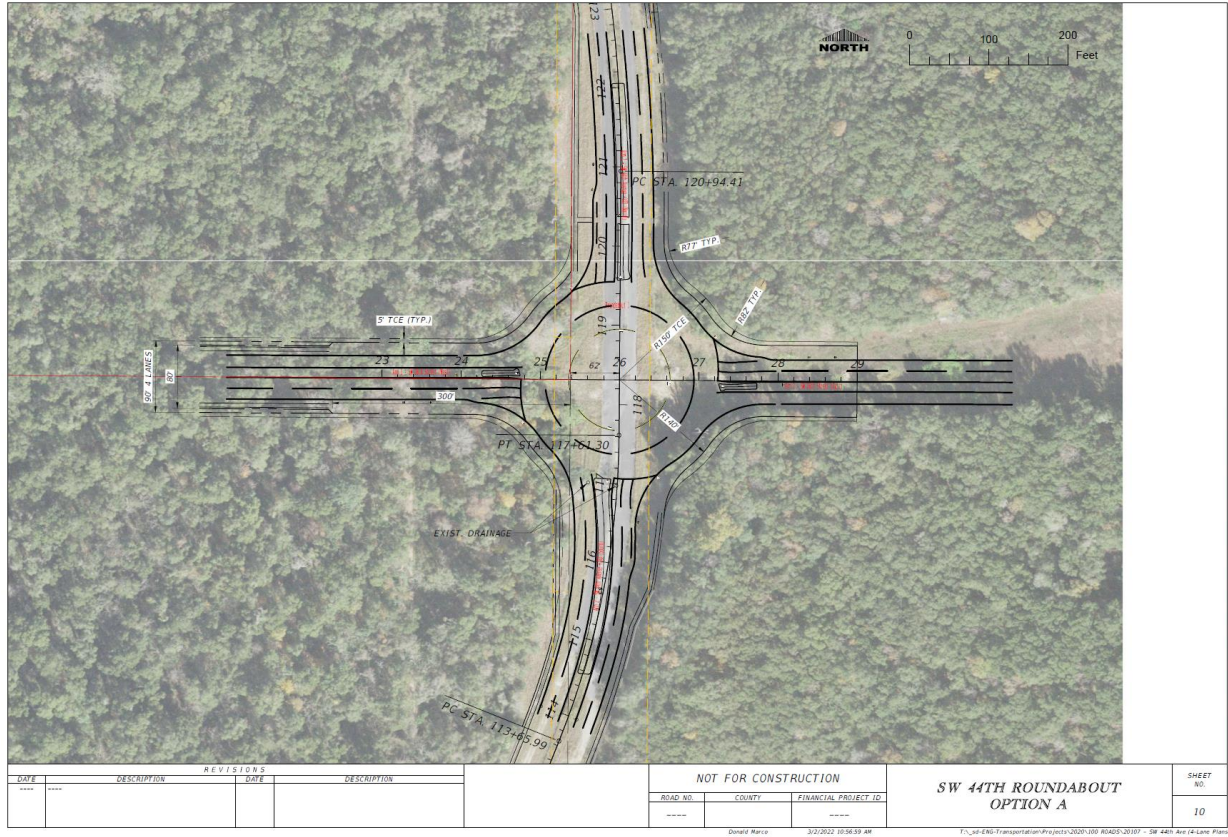
THENCE CONTINUE N 89°50'56" W ALONG SAID SOUTH LINE A DISTANCE OF 10.16 FEET TO A POINT ON A LINE THAT IS 10.00 FEET WEST OF (BY PERPENDICULAR MEASURE) SAID WESTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID LINE RUN N 09°57'31" W 250.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1015.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 31°48'06" FOR 563.37 FEET TO THE POINT OF TANGENCY; THENCE N 21°50'35" E 98.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 996.11 FEET; THENCE NORTHERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 21°26'48" FOR 372.86 FEET TO THE POINT OF TANGENCY; THENCE N 00°23'47" E 15.02 FEET; THENCE DEPARTING SAID LINE RUN S 44°35'27" E 14.15 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED SOUTHWEST 44TH AVENUE; THENCE ALONG SAID LINE THE FOLLOWING COURSES AND DISTANCES; S 00°23'47" W 5.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1006.11 FEET; THENCE SOUTHERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 21°26'48" FOR 376.60 FEET TO THE POINT OF TANGENCY; THENCE S 21°50'35" W 98.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1005.00 FEET; THENCE SOUTHERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 31°48'06" FOR 557.82 FEET TO THE POINT OF TANGENCY; THENCE RUN S 09°57'31" E A DISTANCE OF 252.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,953.47 SQ. FT.



T:\Survey\bodyFiles-JWS295\SW 44TH AVE ROW DRAWING\BASIC ROW 7_20_09use for sketches.DWG, 8/13/2009 3:07:29 PM

EXHIBIT D **SKETCH OF ROUNDABOUT SKETCH**



P:\CITY\Growth Mgt\RG\KAS\2A\2d Amendment to Concurrency-Contribution Ks4-27-22.docx