

RECORD: \$ \_\_\_\_\_

Prepared by and Return to:  
Steven H. Gray  
Gray, Ackerman & Haines, P.A.  
125 NE First Avenue, Suite 1  
Ocala, FL 34470

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

DATE: 08/21/2008 01:26:37 PM

FILE #: 2008085066 OR BK 05085 PGS 1451-1464

RECORDING FEES 120.50

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**FIRST AMENDMENT  
TO  
CONCURRENCY DEVELOPMENT AGREEMENT  
PURSUANT TO  
CHAPTER 163, FLORIDA STATUTES  
[IMPROVEMENTS RELATED TO THE SW 44<sup>TH</sup> AVENUE CORRIDOR PROJECT]**

THIS FIRST AMENDMENT TO CONCURRENCY DEVELOPMENT AGREEMENT, dated this 22<sup>nd</sup> day of July, 2008, is entered into by and between:

- THE CITY OF OCALA, A FLORIDA MUNICIPAL CORPORATION (the "City"); and
- RANSOME GROUP INVESTORS I, LLLP, A DELAWARE LIMITED LIABILITY PARTNERSHIP ("Ransome") [and/or Assigns, if applicable, under the terms of this Agreement].

RECORD &  
RETURN TO

**RECITALS**

**A.** The Florida Local Government Development Agreement Act, Chapter 86-191, Laws of Florida, now codified at Sections 163.3220 through 163.3243, Florida Statutes, authorized local governments to enter into development agreements with developers subject to the procedures and requirements of the Act.

**B.** Ransome is the legal and equitable owner of the parcel of real property located in Marion County, Florida, located within the jurisdictional boundaries of the City, which is described on the attached Exhibit "A" (the "Property"), having purchased the Property from Larry M. Wood, Trustee ("Wood") on October 1, 2005, as evidenced by that certain Warranty Deed recorded in OR Book 4224, at Page 1611, of the Public Records of Marion County, Florida.

**C.** City previously approved the development of the Property, with respect to traffic concurrency, for development as an office park to develop permitted uses allowed under the City's current "OP" zoning classification, which includes medical offices, professional and general offices, and other usages, with usage as offices not to exceed 200,000 square feet of building area.

**D.** At the time of the approvals for the Property described in Recital C above, an Application for Concurrency Determination was filed with the City by Wood, then the owner of the Property, and the City

issued a concurrency determination approving the development of the Property with respect to traffic concurrency for an office project generating aggregate P.M. Peak Hour Trips totaling not greater than 304 Trips.

E. Wood, pursuant to the provisions of the City's Concurrency Management System, in December, 2001 paid to the City as a Concurrency Reservation Fee the amount of \$176,288.50, reserving 304 P.M. Peak Hour Trips for development of the Property as set forth in Recitals C and D above.

F. On January 13, 2004 City and Wood entered into a Concurrency Development Agreement, which was recorded in OR Book 3757, at Page 0337 of the Public Records of Marion County, Florida ("*Development Agreement*") in which: (1) City recognized of the previously described traffic capacity reservation in favor of Wood, and extended the term of the reservation of the Trips; and (2) Wood agreed to convey to the City two (2) parcels of real property for use as right-of-way for future use east/west and north/south public road facilities, including the future 44<sup>th</sup> Avenue Extension described in Recital G below. The Development Agreement contains a scrivener's error which creates an inconsistency in the terms of the Agreement regarding the duration of the term of the Agreement.

G. City's long term transportation facilities plans includes the planned construction of a north/south collector roadway which will create additional traffic concurrency for the benefit of the Property and for other parcels of property in the area of the Property, consisting of the construction of a road (designated herein as the "*44<sup>th</sup> Avenue Extension*") from SW 20<sup>th</sup> Street (Airport Road) south to a point of intersection with State Road 200 ("*SR 200*") [the City's design, permitting and construction of this roadway, including acquisition of lands necessary for right-of-way and stormwater management facilities, is hereinafter referred to as the "*44<sup>th</sup> Avenue Project*"].

H. The selected route of the 44<sup>th</sup> Avenue Extension required City to obtain portions of the right-of-way for the roadway from Ransome, as the successor-in-title to Wood as to the Property (being one of the two right-of-way Parcels which are the subject of the terms of the Development Agreement described in Recital F above), and Ransome has conveyed to the City, from the Property, that portion of the required right-of-way of the 44<sup>th</sup> Avenue Extension located within the boundaries of the Property, which is acknowledged by City.

I. Ransome has, in addition to conveying to City that portion of the Property required for the right-of-way of the 44<sup>th</sup> Avenue Extension as as described in Recital H above, initiated the construction of the 44<sup>th</sup> Avenue Extension in accordance with plans prepared by City, and has requested that City, partially in consideration of the initiation of construction, amend the terms of the Development Agreement to extend the term of certain provisions of the Agreement.

J. The City has held public hearings to accept and encourage public input with respect to the proposal of Wood contained in this Agreement, and has considered such public input.

K. The City has determined that the provisions of this Agreement and the contemplated vesting of the development rights contemplated by this Agreement are consistent with, and not in contravention of, the provisions of the City's Concurrency Management System.

L. The City has provided its Notice of Intent to consider entering into this Concurrency Development Agreement by advertisements published in the *Ocala Star-Banner*, a newspaper of general circulation and readership in Marion County, Florida, on July 6, 2008 and on July 14, 2008 and by mailing a copy of the Notice of Intent to Ransome, and to the persons and 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 Property which is the subject-matter of this Agreement, and by announcing the date, time, and place of the second hearing during the first hearing.

M. The City held public hearings on July 14, 2008 (City Planning and Zoning Commission) and on July 22, 2008 (City Council) to consider this Agreement, has found and determined that its 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 the City's Comprehensive Plan and the City's existing Land Development Regulations.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the City and Ransome agree (as applicable) as follows, which agreements shall be binding upon the parties and their respective successors and assigns, as applicable:

1. **INCORPORATION OF RECITALS.** The parties confirm and agree that the above recitals are true and correct and incorporate the terms and provisions herein for all purposes.
2. **AMENDMENT TO DEVELOPMENT AGREEMENT.** This Agreement is a First Amendment to that certain Concurrency Development Agreement pursuant to Chapter 163, Florida Statutes, between the City of Ocala and Larry M. Wood, Trustee, having an Effective Date of August 1, 2004, and recorded in OR Book 3757 at Page 337, of the Public Records of Marion County, Florida (the "*Development Agreement*"). As except as herein corrected, amended, or supplemented, the terms and provisions of the Development Agreement remain in full force and effect, and by this reference are incorporated into the terms of this First Amendment. Defined terms in the Development Agreement shall have the same meanings in this First Amendment. The Development Agreement, as hereinafter amended by the terms of this First Amendment, is referred to herein as the "*Development Agreement*". Except as is amended, modified, or supplemented by the terms of this First Amendment Ransome and City confirm and ratify the terms and provisions of the Development Agreement, and agree that the terms of the Development Agreement are in full force and effect, binding upon the Parties, and encumber the ownership of, and future development of, the Property.
3. **REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants to the other Party to this Agreement that the execution and delivery of this Agreement is not in contravention with, or

prohibited by, the terms and provisions of any agreement or covenant which is binding on the representing Party. In addition, City represents and warrants to Ransome that:

3.1 The actions taken by the City hereunder are consistent with the terms and provisions of the City's Comprehensive Plan.

3.2 City has taken all necessary actions prerequisite to the execution and delivery of this Agreement, including but not limited to the necessary public hearings, providing proper notice of the public hearings, and the conducting of public hearings related hereto.

4. **INITIATION OF CONSTRUCTION.** On October 10, 2006 Ransome and City entered into an agreement regarding the construction of the northern segment (Phase 1) of the 44<sup>th</sup> Avenue Extension, said agreement being titled "*Right-of-Way Contribution and Roadway Construction Agreement*", which was recorded in OR Book 4658, at Page 1453, of the Public Records of Marion County, Florida ("*Road Agreement*"). The terms and provisions of the Road Agreement are, by this reference, incorporated herein for all purposes. Subsequent to the date of the finalization of the Road Agreement the following actions have been undertaken by Ransome and City with respect to the construction of the 44<sup>th</sup> Avenue Extension:

4.1 City has completed the design and permitting, of the northern segment (Phase 2) of the 44<sup>th</sup> Avenue Extension, and obtained all necessary permits for the construction from all applicable Governmental Authorities, including the Southwest Florida Water Management District.

4.2 Ransome has procured approval from the Marion County ("*County*") Board of County Commissioners ("*County Commission*") for a Transportation Impact Fee Credit Agreement (subject to finalization of the Agreement) to provide to Ransome credits against future County Transportation Impact Fees charged upon development of the Property (approval by the County of impact fee credits for the construction costs of the roadway was a condition precedent to Ransome's obligations to City under the Road Agreement).

4.3 Ransome has submitted to County, and County has approved and accepted, a certified cost estimate ("*Approved Cost Estimate*") for the construction costs of the road project, and County has agreed to award to Ransome transportation impact fee credits, limited by the amount of the Approved Cost Estimate, upon the completion of the construction of the segment of the 44<sup>th</sup> Avenue Extension.

4.4 Ransome procured from qualified general contractors bids for the construction of Phase 2 of 44<sup>th</sup> Avenue Extension, the bids were reviewed and approved by Ransome, County and City, and Ransome has entered into a Construction Contract with the selected contractor (Steven Counts, Inc.) for the construction of Phase 2 of the 44<sup>th</sup> Avenue Extension.

4.5 Ransome has initiated the construction of Phase 2 of the 44<sup>th</sup> Avenue Extension.

- 4.6 The foregoing actions were freely and voluntarily undertaken by Ransome, at its costs.
- 4.7 Steven Counts, Inc. initiated construction of Phase 2 of the 44<sup>th</sup> Avenue Extension on March 10, 2008, and the projected date of completion of construction of Phase 1 is November 10, 2008.
5. **EXTENSION OF RESERVATION OF CAPACITY AND AGREEMENT.** In consideration for Ransome's initiation of the construction of the northern phase (Phase 1) of the 44<sup>th</sup> Avenue Extension, as described in Section 4 above, City and Ransome agree that the term of this Agreement, and the Reservation of Capacity for Trips granted to Wood under the terms of the Development Agreement, shall be extended, and shall be extended to the date four (4) years after the Effective Date of this Amendment.
6. **CONFIRMATION OF PERMITTED USES.** City and Ransome acknowledge and agree that the initial Permitted Uses of the Property, for traffic concurrency purposes, shall be uses permitted under the Property's current land use designations on the Future Land Use Map of City's Comprehensive Plan (which are Professional Services and Retail Services), provided that the maximum development intensity permitted for traffic concurrency purposes shall not exceed a development intensity generating greater than three hundred four (304) P.M. Peak Hour Trips.
7. **APPURTENANT TO PROPERTY.** Unless this Agreement is modified pursuant to its terms, all rights granted to Ransome under the terms of this Agreement are appurtenant to Ransome's ownership of the Property, and shall inure to the benefit of any successor-in-title to Ransome as to the Property or any portion thereof. In the event of a subsequent conveyance by Ransome of a portion of the Property, with respect to the conveyance Ransome shall execute an assignment of all or a specified portion of Ransome's rights under this Agreement, with the written instrument to be executed by Ransome and the grantee from Wood, and a copy of the written instrument must be provided to the City.
8. **DISCLAIMER OF BENEFITS OF SECTION 163.3233, FLA. STAT.**
- 8.1 Owners disclaim the benefits of Section 163.3233, Florida Statutes. Specifically, and without limitation, Owners agree that notwithstanding such statute:
- 8.1.1 Existing and subsequently enacted (for the purposes of this Section the term "enacted" will require formal action by the City Council) laws and policies of City governing the development of the Property in effect at the time of their application shall govern the development of the Property for the duration of this Agreement.
- 8.1.2 The City may apply subsequently enacted laws and policies to the Property without the public hearing and determinations required by Subsection 163.3233(b), Florida Statutes.

**8.2** Notwithstanding the foregoing, no subsequently enacted laws and policies of City and County shall, except as expressly set forth herein concerning termination of this Agreement or as otherwise hereafter agreed to by Ransome, have the effect of eliminating or modifying Ransome's Reservation of Capacity (as the successor-in-interest to Wood).

**8.3** The provisions of Section 8.1 are not severable from Ransome's Reservations of Capacity under this Agreement. In the event the provisions of Section 8.1 are determined to be invalid or unenforceable as to Ransome, Ransome's Reservation of Capacity shall not be enforceable or valid and Ransome shall have no claim to recover amounts it has paid through the date this Section is determined invalid or unenforceable.

**9. GENERAL PROVISIONS.**

**9.1** Notices. With respect to any Notices required to be given under the terms of this Contract, such Notices shall be deemed given and effective:

**9.1.1** Three (3) calendar days after the date they are deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the parties at the following respective addresses or such other address as provided by a party pursuant to this Section; or

**9.1.2** The date of actual delivery by hand or by a recognized national overnight delivery service such as Federal Express, UPS, or Express Mail, addressed to the parties at the following respective addresses or such other address as provided by a party pursuant to this Section:

**AS TO THE CITY:**

City of Ocala, Florida  
Attn: City Manager  
151 SE Osceola Avenue  
Ocala, FL 34471  
(352) 629-8401

**With Copy To:**

City of Ocala Planning Director  
121 SE Watula Avenue  
Ocala, FL 34471  
(352) 629-8494

**With Copy To:**

City of Ocala Engineering Department  
405 SE Osceola Avenue  
Ocala, Florida 34471

**AS TO RANSOME:**

Ransome Group Investors I, LLLP  
Attn: Mr. Dawson Ransome  
P.O. Box 3098  
Ocala, FL 34478

**With Copy To:**

Steven H. Gray, Esq.  
Gray, Ackerman & Haines, P.A.  
125 NE 1<sup>st</sup> Avenue, Suite 1  
Ocala, FL 34470

Any party may modify the address for notices set forth above by providing notice of the change of address to all parties to this Agreement, which notice is to be provided in accordance with the requirements of this Section.

- 9.2 Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.
- 9.3 Binding Effect.** The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.
- 9.4 Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.
- 9.5 Severability.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not effect the enforceability or the validity of the remaining provisions of this Agreement.
- 9.6 Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.
- 9.7 Successors and Assigns.**
- 9.7.1** All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.

**9.7.2** Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.

**9.8** **Applicable Law** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.

**9.9** **Counterparts**. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

**9.10** **Amendment of Agreement**. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

**9.11** **Gender**. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

**9.12** **Effective Date**.

**9.12.1** This First Amendment shall become effective upon the expiration of thirty (30) calendar days after the receipt by the DCA of a certified copy of this Agreement.

**9.12.2** Notwithstanding the foregoing:

**9.12.2.1** The parties shall be obligated to perform any obligations hereunder that are required before such Effective Date; and

**9.12.2.2** In the event this Agreement is challenged, including pursuant to Section 163.3243, Florida Statutes, within sixty (60) days of DCA's receipt of a certified copy of this Agreement, the obligations of the parties shall be suspended hereunder, except to the extent such suspension would be inconsistent with requirements of DCA.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates set forth below.



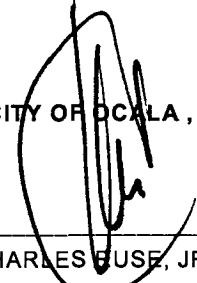
**[SEPARATE SIGNATURE PAGES FOLLOW]**

SIGNATURE PAGE OF THE CITY OF OCALA, FLORIDA  
TO  
FIRST AMENDMENT TO CONCURRENCY DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF OCALA AND RANSOME GROUP INVESTORS I, LLLP  
[IMPROVEMENTS RELATED TO THE SW 44<sup>TH</sup> AVENUE CORRIDOR PROJECT]

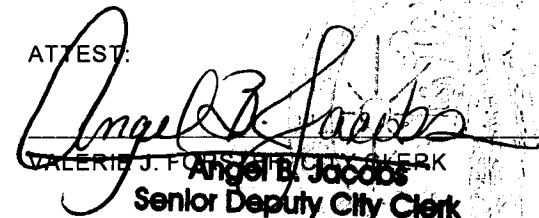
APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
PATRICK G. GILLIGAN  
CITY ATTORNEY

THE CITY OF OCALA, FLORIDA

By:   
\_\_\_\_\_  
CHARLES BUSE, JR.  
Title: President, Ocala City Council  
Date: \_\_\_\_\_, 2008

ATTEST:

  
\_\_\_\_\_  
ANGEL B. JACOBS  
Senior Deputy City Clerk

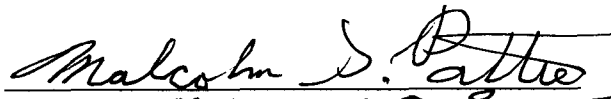
APPROVED BY THE OCALA CITY COUNCIL ON July 22, 2008.

SIGNATURE PAGE  
RANSOME GROUP INVESTORS I, LLLP  
TO  
FIRST AMENDMENT TO CONCURRENCY DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF OCALA AND RANSOME GROUP INVESTORS I, LLLP  
[IMPROVEMENTS RELATED TO THE SW 44<sup>TH</sup> AVENUE CORRIDOR PROJECT]


Signed, sealed and delivered in our presence as  
witnesses:

AS TO RANSOME:

RANSOME GROUP INVESTORS I, LLLP, A  
DELAWARE LIMITED LIABILITY PARTNERSHIP  
BY: THE RANSOME GROUP, LLC, A FLORIDA  
LIMITED LIABILITY COMPANY

  
Print Name: MALCOLM S. PATTIE

By:   
DAWSON E. RANSOME

  
Print Name: SUSAN C BRINGLE

Its: MANAGING MEMBER  
Date: 7-28-08 2008.

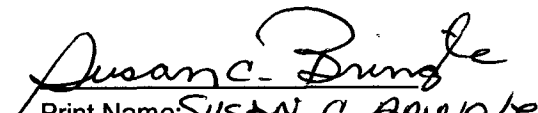
STATE OF FLORIDA  
COUNTY OF MARION

The foregoing FIRST AMENDMENT TO CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged before me by DAWSON E. RANSOME, as its MANAGING MEMBER for Ransome Group Investors I, LLLP, a Delaware Limited Liability Partnership, By: The Ransome Group, LLC, a Florida Limited Liability Company who is:

☒ Personally known by me, OR  
☐ Produced a driver's license as identification.

Dated: this 28<sup>th</sup> day of July 2008.

SUSAN C. BRINGLE  
Notary Public, State of Florida  
My comm. expires October 13, 2008  
Comm. No. DD 347939

  
Print Name SUSAN C BRINGLE  
Notary Public, State of Florida  
Commission number \_\_\_\_\_  
Commission expires \_\_\_\_\_

**SCHEDULE OF EXHIBITS**

**EXHIBIT**

**REFERENCE**

**DESCRIPTION**

**A**

**Recital B**

**Legal - Property**

**EXHIBIT "A"**

PROPERTY LOCATED IN SECTION 27, TOWNSHIP 15. SOUTH,  
RANGE 21 EAST IN MARION COUNTY, FLORIDA DESCRIBED AS  
FOLLOWS:

THE N. 1775 FT OF NE 1/4 EX E. 3/4 OF THE N. 1/4 OF THE NE 1/4  
AND ALSO EX E. 30 FT FOR RD EX THAT PART LYING WITHIN  
MAGNOLIA GARDEN ESTATES (PLAT BOOK K, PAGE 37, MARION  
COUNTY, FLORIDA, PUBLIC RECORDS.

**LESS AND EXCEPT THE FOLLOWING PROPERTY:**

**SEE PAGE TWO ATTACHED FOR LEGAL DESCRIPTION  
OF EXCEPTION PARCEL**

**LEGAL  
RANSOME GROUP INVESTORS I, LLLP  
(a portion of Tax Parcel No. 2380-000-001)**

Y:\shg\FILES\Ransome Group-Wood Concurrency Agr #08-2135\EXHIBIT A to 1st Amend Con. Agr 8-7-08.wpd



## **EXHIBIT "A"**

A PORTION OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE ALONG THE NORTH BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 27, NORTH 89°43'07" EAST 661.98 FEET TO THE WEST BOUNDARY OF THE EAST 3/4 OF THE NORTH 1/4 OF THE N.E. 1/4 OF SAID SECTION 27; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID WEST BOUNDARY, SOUTH 00°00'32" EAST 662.09 FEET TO THE SOUTH BOUNDARY OF SAID EAST 3/4 OF THE NORTH 1/4 OF THE N.E. 1/4 OF SAID SECTION 27; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH BOUNDARY, NORTH 89°43'36" EAST 1955.45 FEET TO THE WESTERLY RIGHT OF WAY OF S.W. 38TH AVENUE (HAVING A 60' RIGHT OF WAY); THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG SAID WESTERLY RIGHT OF WAY, SOUTH 00°01'58" EAST 1100.61 FEET TO A POINT ON THE NORTH BOUNDARY OF "MAGNOLIA GARDEN ESTATES" AS RECORDED IN PLAT BOOK "K", PAGE 37 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY, ALONG SAID NORTH BOUNDARY THE FOLLOWING SIX COURSES, SOUTH 89°44'14" WEST 998.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 24°18'53", AND A CHORD BEARING AND DISTANCE OF SOUTH 11°42'56" WEST, 179.01 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 180.36 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00°12'27" EAST 75.16 FEET; THENCE SOUTH 89°44'10" WEST 1075.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 48°08'55", AND A CHORD BEARING AND DISTANCE OF NORTH 66°13'21" WEST, 305.94 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 315.13 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°46'36" WEST 227.54 FEET TO THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5072, PAGE 183 OF PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID EASTERLY BOUNDARY THE FOLLOWING ELEVEN COURSES, NORTH 21°25'17" EAST 96.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1106.11 FEET, A CENTRAL ANGLE OF 08°46'50", AND A CHORD BEARING AND DISTANCE OF NORTH 17°01'52" EAST, 169.35 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 169.51 FEET TO THE END OF SAID CURVE; THENCE NORTH 24°38'06" EAST 52.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1119.51 FEET, A CENTRAL ANGLE OF 10°17'37", AND A CHORD BEARING AND DISTANCE OF NORTH 04°52'34" EAST, 200.86 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 201.13 FEET TO THE END OF SAID CURVE; THENCE NORTH 44°59'31" EAST 49.48 FEET; THENCE NORTH 00°00'01" EAST 60.00 FEET; THENCE NORTH 89°59'59" WEST 12.03 FEET; THENCE NORTH 45°00'45" WEST 49.51 FEET; THENCE NORTH 00°01'31" WEST 198.13 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 17°49'44", AND A CHORD BEARING AND DISTANCE OF NORTH 08°56'23" WEST, 524.79 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 526.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 17°51'14" WEST 100.21 FEET TO A POINT ON THE WEST BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 27; THENCE DEPARTING SAID EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5072, PAGE 183, ALONG SAID EAST BOUNDARY, NORTH 00°01'32" WEST 446.07 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 81.51 ACRES, MORE OR LESS.