

This Instrument Prepared by:
Fred N. Roberts, Jr., Esquire
Klein & Klein, LLC
40 SE 11th Avenue
Ocala, FL. 34471

Recording costs – \$95.00

GRANT OF AVIGATION EASEMENT AGREEMENT

March 21st, 2023, **THIS GRANT OF AVIGATION EASEMENT** ("Agreement") is executed effective by and between:

- **TBMI II, LLC, a Florida limited liability company** ("Grantor"), and
- **CITY OF OCALA, a Florida municipal corporation** ("Grantee").

WHEREAS:

- A. Grantor is the owner of that certain real property more particularly described on Exhibit A attached hereto (the "Easement Area").
- B. Grantee is the owner and operator of the Ocala International Airport (the "Airport") located in Marion County, Florida.
- C. Grantor, in settlement of various matters between it and Grantee, and in contemplation of the development of the Easement Area, has agreed to grant to Grantee an avigation easement over the Easement Area as more particularly set forth herein.

IN CONSIDERATION of the matters set forth below, the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct.
2. **Definitions.** As used herein, the following definitions apply (in addition to the definitions set forth in the preamble above):
 - 2.1. Airport – The Ocala International Airport owned and operated by the City of Ocala located in Marion County, Florida.
 - 2.2. Agreement – This Grant of Avigation Easement Agreement.
 - 2.3. Avigation Easement – The perpetual easement in gross over the Easement Area for Aircraft Activity granted by Grantor to Grantee pursuant to Section 3 hereof.
 - 2.4. Easement Area - That certain real property subject to the terms of this Agreement and the easements and restrictions imposed hereby being more particularly shown and described on Exhibit A.
 - 2.5. Party or parties – One or more of the parties to this Agreement.

3. **Grant of Avigation Easement.** Grantor hereby grants and conveys to Grantee, as the owner of the Airport, for the use by and benefit of the Grantee, its successor and assigns and all other persons lawfully using the Airport, a perpetual easement in gross (the "Avigation Easement") for aircraft operation, aircraft sound and noise, aircraft avigation and flight in, to, over and through all air space above the Easement Area, including, without limitation, the following activities (collectively, "Aircraft Activity"):
 - 3.1. The continuing right to fly, or cause or permit the flight by all authorized persons or aircraft, of the class, size and category as is now or hereinafter may be operationally compatible with the Airport, in, through, across or about any portion of the air space lying above the Easement Area.
 - 3.2. The right to cause or create within the Easement Area such noise, dust, turbulence, vibration, illumination, air currents, fumes, exhaust, smoke and other effects as may be inherent in the operation of aircraft, now known or hereinafter used for navigation or flight in air.
 - 3.3. The use by any aircraft, present or future, form or to the Airport, including:
 - 3.3.1. any future change or increase in the boundaries of the Airport;
 - 3.3.2. the number or size of runways at the Airport;
 - 3.3.3. the type or models of aircraft using the Airport;
 - 3.3.4. the volume or nature of operation of the Airport; or
 - 3.3.5. the aircraft using the Airport or airspace in the vicinity of the Airport, or noise or patterns of air traffic thereof.
4. **Term; Termination of Easement.** The Avigation Easement shall be perpetual except that the Avigation Easement and this Agreement shall automatically terminate, become of no further force or effect and revert to the Grantor, its successor or assigns, upon the abandonment of airport operations at the Airport. Although not required in order for such automatic termination to take effect, Grantee shall execute and record in the Public Records of Marion County, Florida, a document confirming the termination of this Agreement upon request by Grantor, or any successors or assigns to all or any portion of the Easement Area.
5. **Covenant Running With Land.** Except as otherwise provided herein, all benefits, rights and obligations arising hereunder shall run with titles to the Easement Area and Airport, and inure to the benefit of and bind the Grantor, Grantee and their respective successors and assigns, as applicable.
6. **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.
7. **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.

8. **Notices.**

- 8.1. 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:
- 8.1.1. If to Grantee: City of Ocala, Florida; Attn: City Manager; 110 SE Watula Avenue, Ocala, FL 34471; Email: plce@ocalafl.org
- a. With Copy to: City of Ocala Growth Management Department; Attn: Director of Growth Management; 201 SE 3rd Street, 2nd Floor, Ocala, FL 34471; Email: tchighizola@ocalafl.org
- b. With Copy to: City of Ocala Airport; Attn: Airport Director; 1770 SW 60th Avenue; Ocala, FL 34474; Email: mgrow@ocalafl.gov
- 8.1.2. If to Grantor: TBMI II, LLC; Attn: Mark Irvin, Manager; PO Box 3956; Ocala, FL 34474; Email: mirvin@irvinhomes.com.
- 8.1.3. Each such Communication shall be deemed delivered:
- a. On the date of delivery if by personal delivery with signed receipt thereof;
- b. On the date of email transmission if by email (subject to paragraph 8.1.6); and
- c. 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.
- d. 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.
- 8.1.4. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with paragraph 8.1.2.

- 8.1.5. 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.
- 8.1.6. Concerning Communications sent by email:
- a. 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;
 - b. 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;
 - c. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
 - d. 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
 - e. 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.
9. **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.
10. **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.
11. **Effective Date.** The "Effective Date" of this Agreement is the date the last party hereto executes the Agreement.
12. **Remedies.** No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
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, or 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 Grant.** 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. **Language.** Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.
17. **Section Headings.** The Section headings used in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.
18. **Exhibits.** Any exhibits attached to this Agreement shall, by this reference, be incorporated into this Agreement.
19. **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.
20. **Time.** Time is of the essence of all of the provisions and terms of this Agreement.
21. **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.
22. **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 Parties.

**[THIS PART OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.]**

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

[Signature]
Witness Signature
Sonia Sierra
Witness Printed Name
Nancy Cope
Witness Signature
Nancy Cope
Witness Printed Name

GRANTOR:

TBMI II, LLC, a Florida limited liability company

By: [Signature]
Print Name: Mark M. Irvin
Title: Manager

Address for Notices:
P.O. Box 3956
Ocala, FL 34478

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by physical presence this 21st day of March, 2023, by Mark Irvin, as Manager of TBMI II, LLC, a Florida limited liability company, on behalf of the Company.



Karen Denise Braswell
Notary Public, State of Florida
Name: Karen Denise Braswell
(Please print or type)

Commission Number: HH 105501
Commission Expires: March 17, 2025

Notary: Check one of the following:

- ☒ Personally known OR
☐ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

GRANTEE

CITY OF OCALA, a Florida municipal corporation

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

President, Ocala City Council

Address for Notices:

Fax: _____

ATTEST:

Angel B. Jacobs
City Clerk

Approved as to form and legality

William Sexton
City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me *by physical presence* this _____ day of _____, 20____, by _____, as City Council President of the City of Ocala, Florida, a Florida municipal corporation, on behalf of the City.

Notary Public, State of Florida

Name: _____
(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

____ Personally known OR

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

Type of Identification Produced: _____

EXHIBIT A
Easement Area Legal Description

Parcel 1

That portion of land in the Southwest 1/4 of Section 28, Township 15 South, Range 21 East and lying

South of Timberwood, as per Plat Book S, Pages 148 and 149, lying West of Timberwood Third Addition, as per Plat Book Y, Pages 64 through 69, all in the Public Records of Marion County, Florida, and lying East of S.W. 60th Avenue, being more particularly described as follows:

Commencing at a concrete monument marked Permanent Reference monument No. 1 at the Northwest corner of Lot 1, Block G of Timberwood Third Addition, as per Plat Book Y, Pages 64 through 69 of the Public Records of Marion County, Florida, and proceed North 89 degrees 56 minutes 59 seconds West (field measure - North 89 degrees 57 minutes 54 seconds West) along the South boundary line of Timberwood Subdivision as per Plat Book S, Pages 148 and 149 of the Public Records of Marion County, Florida and along the South right of way line of S.W. 31st Street, a distance of 202.43 feet to a concrete monument; thence continue North 89 degrees 56 minutes 59 seconds West along said South boundary line and South right of way line a distance of 663.75 feet (field measure - North 89 degrees 57 minutes 54 seconds West 663.71 feet), to a concrete monument as shown on said plat at the Point of Curvature of a curve being concave Northerly, having a radius distance of 540.00 feet and a central angle of 10 degrees 55 minutes 29 seconds; thence Westerly along said South right of way line, and along said curve, an arc distance of 102.96 feet through a chord bearing and distance of North 84 degrees 29 minutes 18 seconds West 102.81 feet (field measure - North 84 degrees 07 minutes 34 seconds West 102.99 feet) to a concrete monument as shown on said plat, at a Point of Reverse Curve of a curve being concave Southerly having a radius distance of 460.00 feet and a central angle of 10 degrees 58 minutes 39 seconds; thence Westerly along said South right of way line and along said curve and arc distance of 88.13 feet, through a chord bearing and distance of North 84 degrees 30 minutes 53 seconds West, 88.00 feet (field measure - North 84 degrees 59 minutes 27 seconds West 87.86 feet), to a concrete monument at the Point of Curvature, as shown on said plat; thence South 89 degrees 59 minutes 50 seconds West along said South right of way line, a distance of 279.92 feet, (field measure - North 89 degrees 46 minutes 27 seconds West 279.73 feet), to a concrete monument as shown on said plat at the Point of Tangency of said curve, being concave

Southerly having a radius distance of 800.00 feet and a central angle of 06 degrees 21 minutes 20 seconds; thence Westerly along said South right of way line, and along said curve, an arc distance of 88.74 feet, through a chord bearing and distance of South 86 degrees 49 minutes 11 seconds West, 88.70 feet (field measure - South 86 degrees 03 minutes 17 seconds West 88.88 feet), to a concrete monument as shown on said plat at the Point of Reverse Curve, being concave Northerly having a radius distance of 827.00 feet and a central angle of 04 degrees 20 minutes 59 seconds; thence Westerly along said South right of way line and along said curve an arc distance of 62.79 feet through a chord bearing and distance of South 85 degrees 48 minutes 59 seconds West 62.77 feet (field measure - South 85 degrees 49 minutes 28 seconds West 62.78 feet) to a concrete monument as shown on said plat at the Point of Reverse Curve, being concave Southeasterly having a radius distance of 30.00 feet, and a central angle of 87 degrees 59 minutes 38 seconds; thence Southwesterly along said South right of way line and along said curve, an arc distance of 46.07 feet, through a chord bearing and distance of South 43 degrees 59 minutes 41 seconds West, 41.68 feet (field measure - South 44 degrees 04 minutes 50 seconds West 41.62 feet) to a concrete monument as shown on said plat, said point also being on the East right of way line of S.W. 60th Avenue, (being 100 feet wide); thence South 00 degrees 00 minutes 08 seconds East along said East right of way line, a distance of 730.52 feet (field measure - South 00 degrees 00 minutes 12 seconds East 730.39 feet) to a concrete monument at the Northwest corner of the Water Retention Area, as shown on said plat, thence continue South 00 degrees 00 minutes 08 seconds East along said right of way line and along the West boundary of said Water Retention Area, a distance of 300.00 feet (field measure - South 00

degrees 01 minutes 56 seconds East 300.17 feet) to a concrete monument at the Southwest corner of said Water Retention Area and to the Point of Beginning of Parcel No. B-C as described herein; thence continue South 00 degrees 00 minutes 08 seconds East along said East right of way line, a distance of 1475.12 feet (field measure - South 00 degrees 00 minutes 54 seconds East 1475.12 feet) to a concrete monument at the Point of Curvature of a curve concave Northeasterly having a radius distance of 25.00 feet and a central angle of 89 degrees 56 minutes 22 seconds, said point being North 89 degrees 50 minutes 53 seconds East 49.92 feet and North 00 degrees 04 minutes 37 seconds East 64.83 feet from the Southwest corner of Section 28, Township 15 South, Range 21 East, thence Southeasterly along the North right of way line of S.W. 38th Street, and along said curve, an arc distance of 39.24 feet, through a field measured chord bearing and distance of South 45 degrees 01 minutes 27 seconds East 35.31 feet to a concrete monument at the Point of Tangency of said curve; thence South 89 degrees 57 minutes 16 seconds East, 40 feet North of and parallel to the South boundary line of said Section 28 and along said North right of way line, a distance of 806.53 feet to a concrete monument marked Permanent Reference Monument No. 8 at the Southwest corner of Lot 5, Block Q, as per aforesaid Plat of Timberwood Third Addition; thence North 0 degrees 00 minutes 05 seconds West along the West boundary line of said Timberwood Third Addition, a distance of 1182.68 feet (field measure - North 00 degrees 00 minutes 57 seconds West 1182.70 feet) to a concrete monument marked Permanent Reference monument No. 7; thence South 89 degrees 56 minutes 56 seconds East along said North boundary line of Lot 15, Block G of said Timberwood Third Addition, a distance of 199.17 feet (field measure - South 89 degrees 59 minutes 40 seconds East 199.22 feet) to a concrete monument marked Permanent Reference monument No. 6; thence North 00 degrees 00 minutes 05 seconds West along said West boundary line a distance of 575.90 feet (field measure - North 00 degrees 01 minutes 03 seconds West 575.88 feet) to a concrete monument that is South 00 degrees 00 minutes 05 seconds East a distance of 5.03 feet from a concrete monument marked Permanent Reference monument No. 5; thence South 89 degrees 59 minutes 56 seconds West, 0.50 feet North of and parallel with board fence line, a distance of 830.84 feet to a concrete monument on the East boundary line of the aforesaid Water Retention Area, said point is South 00 degrees 00 minutes 08 seconds East a distance of 42.46 feet from a concrete monument at the Northeast corner of said Water Retention Area; thence South 00 degrees 00 minutes 08 seconds East along the said East boundary line, a distance of 257.54 feet (field measure - South 00 degrees 05 minutes 11 seconds East 257.44 feet) to a concrete monument at the Southeast corner of the said Water Retention Area; thence South 89 degrees 59 minutes 52 seconds West a distance of 200.00 feet (field measure - South 89 degrees 54 minutes 45 seconds West 200.23 feet) to a concrete monument at the Southwest corner of said Water Retention Area and to the Point of Beginning of Parcel No. B-C.

Said Parcel No. B-C lying and being situate in Marion County, Florida.

PARCEL 2

That portion of land in the Southwest 1/4 of Section 28, Township 15 South, Range 21 East and lying South of Timberwood as per Plat Book S, Pages 148 and 149, lying West of Timberwood Third Addition as per Plat Book Y, Pages 64 through 69, all in the Public Records of Marion County, Florida and lying East of S.W. 60th Avenue, being more particularly described as follows:

Commencing at a concrete monument marked Permanent Reference Monument No. 1 at the Northwest corner of Lot 1, Block G of Timberwood Third Addition as per Plat Book Y, Pages 64 through 69 of the Public Records of Marion County, Florida and proceed North 89 degrees 56 minutes 59 seconds West (field measure - North 89 degrees 57 minutes 54 seconds West), along the South boundary line of Timberwood Subdivision as per Plat Book S, Pages 148 and 149 of the Public Records of Marion County, Florida, and along the South right of way line of S.W. 31st Street a distance of 202.43 feet to a concrete monument at the Point of Beginning of Parcel 2 as described herein; thence continue North 89 degrees 56 minutes 59 seconds West, along said South boundary line and South right of way line a distance of 663.75 feet (field measure - North 89 degrees 57 minutes 54 seconds West 663.71 feet) to a concrete monument as shown on said plat at the Point of

Curvature of a curve being concave Northerly, having a radius distance of 540.00 feet and a central angle of 10 degrees 55 minutes 29 seconds; thence Westerly along said South right of way line, and along said curve an arc distance of 102.96 feet through a chord bearing and distance of North 84 degrees 29 minutes 18 seconds West, 102.81 feet (field measure - North 84 degrees 07 minutes 34 seconds West 102.99 feet), to concrete monument as shown on said plat at a Point of Reverse Curve of a curve being concave Southerly, having a radius distance of 460.00 feet, and a central angle of 10 degrees 58 minutes 39 seconds; thence Westerly along said South right of way line and along said curve an arc distance of 88.13 feet, through a chord bearing and distance of North 84 degrees 30 minutes 53 seconds West 88.00 feet (field measure- North 84 degrees 59 minutes 27 seconds West, 87.86 feet) to a concrete monument at the Point of Curvature as shown on said plat; thence South 89 degrees 59 minutes 50 seconds West, along said South right of way line distance of 279.92 feet (field measure - North 89 degrees 46 minutes 27 seconds West, 279.73 feet) to a concrete monument as shown on said plat, at the Point of Tangency of said curve, being concave Southerly, having a radius distance of 800.00 feet and a central angle of 06 degrees 21 minutes 20 seconds; thence Westerly along said South

right of way line and along said curve an arc distance of 88.74 feet, through a chord bearing and distance of South 86 degrees 49 minutes 11 seconds West 88.70 feet (field measure - South 86 degrees 03 minutes 17 seconds West, 88.88 feet) to a concrete monument as shown on said plat at the Point of Reverse Curve, being concave Northerly having a radius distance of 827.00 feet and a central angle of 04 degrees 20 minutes 59 seconds; thence Westerly along said South right of way line and along said curve an arc distance of 62.79 feet through a chord bearing and distance of South 85 degrees 48 minutes 59 seconds West, 62.77 feet (field measure - South 85 degrees 19 minutes 28 seconds West, 62.78 feet); to concrete

monument as shown on said plat at the Point of Reverse Curve, being concave Southeasterly having a radius distance of 30.00 feet and a central angle of 87 degrees 59 minutes 38 seconds; thence Southwesterly along said South right of way line and along said curve an arc distance of 46.07 feet, through chord bearing and distance of South 43 degrees 59 minutes 41 seconds West, 41.68 feet (field measure - South 44 degrees 04 minutes 50 seconds West 41.62 feet) to a concrete monument as shown on said plat, said point also being on the East right of way line of S.W. 60th Avenue (being 100 feet wide); thence South 00 degrees 00 minutes 08 seconds East, along said East right of way line a distance of 730.52 feet (field measure - South 00 degrees 00 minutes 12 seconds East, 730.39 feet) to a concrete monument at the Northwest corner of the water Retention Area as shown on said plat; thence departing from said East right of way line, North 89 degrees 59 minutes 52 seconds East, along the North boundary line of said water Retention area a distance of 200.00 feet (field measure - North 89 degrees 57 minutes 41 seconds

East 199.95 feet) to a concrete monument at the Northeast corner of said water Retention Area; thence South 00 degrees 00 minutes 08 seconds East, along the East boundary line of said water Retention Area a distance of 42.46 feet (field measure - South 00 degrees 05 minutes 11 seconds East, 42.46 feet) to a concrete monument; thence departing from said East boundary line, North 89 degrees 59 minutes 56 seconds East, 0.50 feet North of and parallel with a board fence line a distance of 830.84 feet to a concrete monument on the West boundary line of D.R.A No. 2 of Block G of aforesaid Timberwood Third Addition; thence North 00 degrees 00 minutes 05 seconds West, along said West boundary line a distance of 5.03 feet (field measure - North 00 degrees 01 minutes 03 seconds West, 5.03 feet) to a concrete monument marked Permanent Reference monument No. 5; thence North 89 degrees 59 minutes 55 seconds East, along the North boundary line of said D.R.A. No. 2, a distance of 80.00 feet (field measure - North 89 degrees 59 minutes 35 seconds East, 80.00 feet) to a concrete monument marked Permanent Reference monument No. 4; thence North 82 degrees 03 minutes 12 seconds East, along the North boundary line of Lots 5 and 6 of said Block G, a distance of 435.15 feet (field measure - North 82 degrees 04 minutes 35 seconds East 435.10 feet) to a concrete monument marked Permanent Reference monument No. 3, said point being on a curve, concave Easterly and having a radius distance of 2730.00 feet and central angle of 07 degrees 57 minutes 51 seconds; thence Northerly along the West boundary line of Block G of said

Timberwood Third Addition, along said curve an arc distance of 379.17 feet, through a chord bearing and distance of North 03 degrees 55 minutes 52 seconds West, 379.17 feet (field measure - North 03 degrees 56 minutes 28 seconds West, 379.35 feet) to a concrete monument marked Permanent Reference monument No. 2, at the Point of Curvature of said curve; thence North 00 degrees 03 minutes 04 seconds East, along said West boundary line a distance of 134.00 feet (field measure - North 00 degrees 03 minutes 04 seconds East, 134.00 feet) to a concrete monument at the Southeast corner of Tract No. 1 (A One Acre Tract); thence departing from said West boundary line North 89 degrees 57 minutes 54 seconds West, a distance of 202.35 feet to the Southwest corner of said Tract No. 1; thence North 00 degrees 01 minutes 41 seconds East, a distance of 216.00 feet to a concrete monument at the Northwest corner of Tract No. 1 and to the Point of Beginning. Said Parcel 2 lying and being situate in Marion County, Florida.

LESS AND EXCEPT all that portion of land noted and shown as a 30 foot drainage right of way as recorded in the Plat of Timberwood, as per Plat Book S, Page a; and Being subject to a 30 foot drainage Easement "A" as shown on the Recorded Plat of Timberwood as per Plat Book S, Pages 148 and 149 of the Public Records of Marion County, Florida.