

**AMENDMENT TO AGREEMENT CONCERNING DONATED RIGHT OF WAY AND  
RELATED MATTERS**

THIS AMENDMENT TO AGREEMENT CONCERNING DONATED RIGHT OF WAY AND RELATED MATTERS (the “Agreement”) is made and entered into this May 21, 2024 (the “Effective Date”) between:

- City of Ocala, a Florida municipal corporation (“City”); and
- The following (individually and collectively “Seller”):
  - Don Carll, as Trustee of the Wintergreen B.T., a Nevada business trust (“WG”)<sup>1</sup>; and
  - Country Green, LP, a Nevada limited liability partnership (“Country Green”).

WHEREAS:

- A. Buyer and Seller are parties to an *Agreement Concerning Donated Right of Way and Related Matters* (the “Original Agreement”) pursuant to which City agreed to purchase, and Seller desired to sell, the Property<sup>2</sup> to City.
- B. Following the execution of the Original Agreement, City has determined that it needs to acquire the Additional Parcels from Seller, and to otherwise amend the Original Agreement as set forth herein.

IN CONSIDERATION of the mutual covenants, conditions, and agreements set forth below, and other good and valuable consideration passing between Seller and City, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** In addition to other terms defined in this Agreement, the following terms have the following meanings:
  - 1.1. All terms defined in the Original Agreement have the same meaning herein unless they are otherwise defined below.
  - 1.2. *Additional Parcels* – As defined in paragraph 2.1.3.
  - 1.3. *Concurrency Agreements* – One or more of the following:
    - 1.3.1. *Wintergreen Concurrency Agreement* – The *Development Agreement Concerning Transportation Concurrency and Other Matters Pursuant to Chapter 163, Florida Statutes [Wintergreen]* Concurrency Agreement between City, on the one hand, and Country Green and Wintergreen, on the other hand, recorded in OR Book 7785, Page 220.<sup>3</sup>

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<sup>1</sup> Successor Trustee to W.G. One Corp, a Nevada corporation.

<sup>2</sup> Terms capitalized in these Whereas paragraphs and not otherwise defined herein are defined in paragraph 1 below.

<sup>3</sup> All recording references refer to the Public Records of Marion County, Florida.

- 1.3.2. *Country Green Concurrency Agreement – The Development Agreement Concerning Transportation Concurrency and Other Matters Pursuant to Chapter 163, Florida Statutes [Country Green]*, recorded in OR Book 7785, Page 194.
  - 1.4. *Property* – As defined in the Original Agreement as amended pursuant to paragraph 2.2 below.
  - 1.5. *Roundabout* – As defined in the Original Agreement.
2. **Property.**
  - 2.1. As set forth in the Original Agreement, the Property consists of the Fee Simple Parcels (as described in Exhibit D attached to the Original Agreement) and the Easement Parcels (as described in Exhibit E to the Original Agreement).
    - 2.1.1. As contemplated by Section 3.2 of the Original Agreement, the descriptions in the Original Agreement were based upon then-approved Plans and the parties contemplated that the descriptions may change prior to Closing.
    - 2.1.2. Some of the descriptions of the Fee Simple Parcels and Easement Parcels have been revised so that they more accurately reflect the description of the Fee Simple Parcels and Easement Parcels.
    - 2.1.3. Further, City has determined that it needs additional parcels (the “Additional Parcels”) from Seller.
    - 2.1.4. Finally, at the time of the Original Agreement, the description of the Roundabout Parcel did not exist. The legal description have now been prepared.
  - 2.2. All references to Property under this Agreement shall be deemed to include the Property as defined in the Original Agreement, together with the Additional Parcels and the Roundabout Parcel.
  - 2.3. Further, attached hereto as **Exhibit A** are the correct descriptions for the Property. Such Exhibit replaces Exhibit D and Exhibit E to the Original Agreement.
  - 2.4. As set forth in Section 4.3 of the Original Agreement, a portion of the Purchase Price was to be paid by City as credits against Concurrency Reservation Fees under the Concurrency Agreements.
3. **Fair Market Value of Property.**
  - 3.1. Section 5.1 of the Original Agreement contained a method of calculating the fair market value of the Property solely for purposes of the title insurance policy to be issued to City following Closing.
  - 3.2. Such fair market value solely for purposes of a title insurance policy has now been determined and is calculated as set forth in the spreadsheet attached hereto as **Exhibit B**. Pursuant to such calculation, the fair market value is \$78,458.58.

- 3.3. The foregoing calculation is for purposes of Section 5.1 of the Original Agreement only, and not relevant to the Credits to which Seller is entitled under the Concurrency Agreements.
4. **Title Matters.** Pursuant to the Original Agreement, City has obtained the Commitments and accepts title to the Property as evidenced thereby. At Closing, Seller shall provide the evidence, affidavits and other documents referred to in Section 5.5 of the Original Agreement, as well as execute the other documents required by the Original Agreement.
5. **Survey.** City has obtained the Survey as contemplated by Section 6.1 of the Original Agreement and accepts the condition of the Property as evidence thereby.
6. **Closing.**
  - 6.1. Section 9.1 of the Original Agreement is amended to provide that the Closing Date shall be a date chosen by City within two weeks after the Effective Date of this First Amendment.
  - 6.2. Seller and Buyer shall use commercially reasonable good faith efforts to cause the Closing to occur simultaneously with the Closing under the KAS Contract.
  - 6.3. Attached to the Original Agreement as Exhibit F was a list of the Conveyance Documents. Attached hereto as **Exhibit C** is an updated list of the Conveyance Documents which replaces Exhibit F to the Original Agreement. The parties have agreed upon the forms of the Conveyance Documents.
7. **Roundabout.**
  - 7.1. The Property as described in the attached **Exhibit A** include the Seller Roundabout Parcel (as defined in the Original Agreement). Further, as contemplated by Section 11.2.2 of the Original Agreement, City has entered into a contract to acquire the KAS Roundabout Parcel as contemplated by Section 11.2.2 of the Original Agreement.
  - 7.2. As set forth in paragraph 6, City and Seller are simultaneously Closing this Agreement with the KAS Contract.
  - 7.3. Thus, at the Closing of this Agreement, City shall also have acquired the KAS Roundabout Parcel.
8. **Phases.**
  - 8.1. City has constructed Phase I of the North/South Road as contemplated by the Original Agreement.
  - 8.2. City will commence construction of the second phase ("Phase II") of the North/South Road within six (6) months after the Closing under this Agreement and will complete construction of Phase II within two (2) years after the Closing. City will construct the Roundabout as part of Phase II.
9. **Occurrence of Contingencies.** All Contingencies set forth in the Original Agreement have occurred.

10. **Revisions Concerning Entities.**

- 10.1. Based on updated entity information concerning the entities designated as Seller, Seller may be revising the names of the representatives of persons executing closing documents on behalf of such entities subject to approval by City in its reasonable discretion. Upon such revisions, the Conveyance Documents will be revised accordingly.
- 10.2. By approving this Amendment, City Council authorizes the City Attorney and City Manager to approve the foregoing on behalf of City.

11. **Exhibits.**

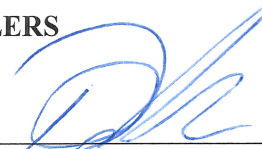
- 11.1. All exhibits attached to this Agreement are being incorporated by reference.
- 11.2. The following exhibits are attached to this Agreement.
  - 11.2.1. Exhibit A – Property.
  - 11.2.2. Exhibit B – Spreadsheet.
  - 11.2.3. Exhibit C – Conveyance Documents.

12. **Effect on Original Agreement.** Except as expressly set forth herein, the Original Agreement is not amended or modified. All references to “this Agreement,” or similar documents shall be deemed to refer to the Original Agreement as amended hereby.

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

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SIGNATURES START ON NEXT PAGE**

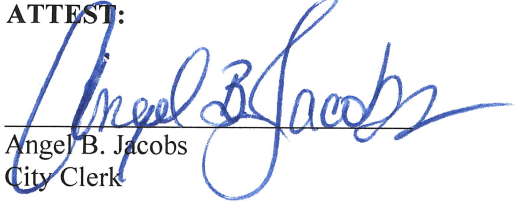
**SELLERS**

By:   
\_\_\_\_\_  
Don Carll, as Trustee of Wintergreen B.T., a  
Nevada business trust

**Country Green, LP**, a Nevada limited liability  
partnership

By:   
\_\_\_\_\_  
Don Carll as General Partner

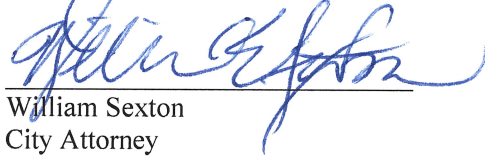
**ATTEST:**

  
\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

**City of Ocala, a Florida municipal corporation**

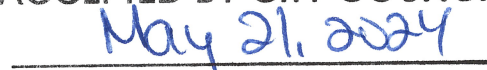
  
\_\_\_\_\_  
Barry Mansfield  
President, Ocala City Council

Approved as to form and legality

  
\_\_\_\_\_  
William Sexton  
City Attorney



**ACCEPTED BY CITY COUNCIL**

  
\_\_\_\_\_  
DATE

**EXHIBIT A  
PROPERTY**

EAST PARCEL 1 – 44TH ROW

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN THE CORRECTIVE QUITCLAIM DEED TO TRUSTEE RECORDED IN OFFICIAL RECORDS BOOK 5328, AT PAGE 894, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF SECTION 22, AND 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 8" X 8" OCTAGONAL CONCRETE MONUMENT WITH BRASS DISK STAMPED "1/4 SEC. COR. 22, 27" MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE S00°23'47"W, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27 (AND ALONG THE EAST LINE OF THE LANDS DESCRIBED IN THE CORRECTIVE QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 5328, AT PAGE 894, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA), 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 SAID PUBLIC RECORDS AND TO THE POINT OF BEGINNING; THENCE CONTINUE S00°23'47"W, ALONG SAID EAST 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. 43RD COURT (A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH FORMERLY KNOWN AS S.W. 44TH AVENUE AS MORE PARTICULARLY DESCRIBED IN SAID WARRANTY DEED) AND TO A NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1593.33 FEET; THENCE DEPARTING SAID EAST LINE (AND DEPARTING SAID WEST LINE), NORTHWESTERLY, ALONG SAID CURVE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED S.W. 43RD COURT, 300.12 FEET, THROUGH A CENTRAL ANGLE OF 10°47'32" AND A CHORD BEARING AND DISTANCE OF N12°02'10"W, 299.68 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: N17°25'56"W, 385.52 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1693.33 FEET; THENCE NORTHWESTERLY, ALONG SAID CURVE, 529.53 FEET, THROUGH A CENTRAL ANGLE OF 17°55'02" AND A CHORD BEARING AND DISTANCE OF N08°28'25"W, 527.38 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE N00°29'06"E, 952.30 FEET; THENCE N44°40'38"W, 35.26 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF S.W. 20TH STREET (100' WIDE); THENCE DEPARTING THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE, S89°50'21"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 125.41 FEET, TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED S.W. 43RD COURT AND TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2259, PAGE 901, OF SAID PUBLIC RECORDS; THENCE S00°33'30"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LANDS (AND ALONG THE WEST LINE OF THE LANDS DESCRIBED IN THE FOLLOWING INSTRUMENTS: THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2981, PAGE 810; THE CORRECTIVE QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 4634, PAGE 476; AND THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4839, PAGE 465, ALL OF SAID PUBLIC RECORDS), 962.82 FEET, TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK

4839, PAGE 465; THENCE DEPARTING SAID WEST LINE, CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, S89°46'28"E, ALONG THE SOUTH LINE OF SAID LANDS, 0.82 FEET; THENCE DEPARTING SAID SOUTH LINE, CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: S00°29'06"W, 15.06 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1593.33 FEET; THENCE SOUTHEASTERLY, 498.26 FEET, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°55'02" AND A CHORD BEARING AND DISTANCE OF S08°28'25"E, 496.23 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE S17°25'56"E, 285.32 FEET, TO THE POINT OF BEGINNING.

#### EAST PARCEL 2 – EAST-WEST ROAD ROW

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN THE CORRECTIVE QUITCLAIM DEED TO TRUSTEE RECORDED IN OFFICIAL RECORDS BOOK 5328, AT PAGE 894, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, 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 8" X 8" OCTAGONAL CONCRETE MONUMENT WITH BRASS DISK STAMPED "1/4 SEC. COR. 22, 27" MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE S00°23'47"W, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27 (AND ALONG THE EAST LINE OF THE LANDS DESCRIBED IN THE CORRECTIVE QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 5328, AT PAGE 894, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA), 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 SAID PUBLIC RECORDS; THENCE CONTINUE S00°23'47"W, ALONG SAID EAST LINE (AND ALSO 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. 43RD COURT (A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH FORMERLY KNOWN AS S.W. 44TH AVENUE AS MORE PARTICULARLY DESCRIBED IN SAID WARRANTY DEED); THENCE CONTINUE S00°23'47"W, ALONG SAID EAST 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 AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5328, PAGE 894 (HEREINAFTER REFERRED TO AS SAID LANDS), AND TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, N89°34'41"W, ALONG THE SOUTH LINE OF SAID LANDS, 595.17 FEET, TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE N00°24'03"E, ALONG THE WEST LINE OF SAID LANDS, 40.00 FEET; THENCE S89°34'41"E, PARALLEL WITH THE AFOREMENTIONED SOUTH LINE OF SAID LANDS, 580.15 FEET; THENCE DEPARTING SAID PARALLEL LINE, N45°24'33"E, 21.24 FEET, TO A POINT ON THE AFOREMENTIONED EAST LINE OF SAID LANDS AND TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF S.W. 43RD COURT (AND TO A POINT ON THE AFOREMENTIONED EAST LINE OF THE NORTHWEST 1/4 OF SECTION 27); THENCE S00°23'47"W, ALONG SAID EAST LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE (AND ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF SECTION 27), 55.02 FEET TO THE POINT OF BEGINNING.

#### CENTRAL PARCEL – EAST-WEST ROAD RIGHT-OF-WAY



A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN THE CORRECTIVE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5255, AT PAGE 1427, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, 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 8" X 8" OCTAGONAL CONCRETE MONUMENT WITH BRASS DISK STAMPED "1/4 SEC. COR. 22, 27" MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE S00°23'47"W, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27 (AND ALONG THE EAST LINE OF THE LANDS DESCRIBED IN THE CORRECTIVE QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 5328, AT PAGE 894, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA), 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 SAID PUBLIC RECORDS; THENCE CONTINUE S00°23'47"W, ALONG SAID EAST LINE (AND ALSO 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. 43RD COURT (A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH FORMERLY KNOWN AS S.W. 44TH AVENUE AS MORE PARTICULARLY DESCRIBED IN SAID WARRANTY DEED); THENCE CONTINUE S00°23'47"W, ALONG SAID EAST 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 AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5328, PAGE 894; THENCE N89°34'41"W, ALONG THE SOUTH LINE OF SAID LANDS, 595.17 FEET, TO THE SOUTHWEST CORNER OF SAID LANDS AND TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN THE CORRECTIVE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5255, AT PAGE 1427 (NOW HEREINAFTER REFERRED TO AS SAID LANDS), AND TO THE POINT OF BEGINNING; THENCE CONTINUE N89°34'41"W, ALONG THE SOUTH LINE OF SAID LANDS, 295.87 FEET, TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID SOUTH LINE, N00°24'03"E, ALONG THE WEST LINE OF SAID LANDS, 40.00 FEET; THENCE DEPARTING SAID WEST LINE, S89°34'41"E, ALONG THE LINE THAT LIES 40.00 FEET NORTH OF (AS MEASURED PERPENDICULARLY TO AND RUNNING PARALLEL WITH) THE AFOREMENTIONED SOUTH LINE, 295.87 FEET, TO ITS INTERSECTION WITH THE EAST LINE OF SAID LANDS; THENCE S00°24'03"W, ALONG SAID EAST LINE, 40.00 FEET, TO THE POINT OF BEGINNING.

#### ROUNDAABOUT

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN THE CORRECTIVE QUITCLAIM DEED TO TRUSTEE RECORDED IN OFFICIAL RECORDS BOOK 5328, AT PAGE 894, 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 8" X 8" OCTAGONAL CONCRETE MONUMENT WITH BRASS DISK STAMPED "1/4 SEC. COR. 22, 27" MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE S00°23'47"W, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27 (AND ALONG THE EAST LINE OF THE LANDS DESCRIBED IN THE CORRECTIVE QUITCLAIM

DEED RECORDED IN OFFICIAL RECORDS BOOK 5328, AT PAGE 894, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA), 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 SAID PUBLIC RECORDS; THENCE CONTINUE S00°23'47"W, ALONG SAID EAST 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. 43RD COURT (A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH FORMERLY KNOWN AS S.W. 44TH AVENUE AS MORE PARTICULARLY DESCRIBED IN SAID WARRANTY DEED); THENCE CONTINUE S00°23'47"W, ALONG SAID EAST LINE (AND ALONG THE WEST LINE OF THE LANDS DESCRIBED IN SAID WARRANTY DEED) AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 321.47 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S00°23'47"W, ALONG SAID EAST LINE (AND ALONG THE WEST LINE OF THE LANDS DESCRIBED IN SAID WARRANTY DEED) AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 81.77 FEET; THENCE S45°24'33"W, 21.24 FEET; THENCE N89°34'41"W, ALONG THE LINE THAT LIES 40 FEET NORTH OF, AS MEASURED PERPENDICULARLY TO AND RUNNING PARALLEL WITH, THE SOUTH LINE OF THE LANDS DESCRIBED IN THE CORRECTIVE QUITCLAIM DEED TO TRUSTEE RECORDED IN OFFICIAL RECORDS BOOK 5328, AT PAGE 894, OF SAID PUBLIC RECORDS, 108.43 FEET, TO THE POINT OF CUSP WITH A CIRCULAR CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 82.00 FEET; THENCE DEPARTING SAID PARALLEL LINE, NORTHEASTERLY, ALONG SAID CURVE, 81.10 FEET, THROUGH A CENTRAL ANGLE OF 56°39'50" AND A CHORD BEARING AND DISTANCE OF N62°05'24"E, 77.83 FEET, TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 140.00 FEET; THENCE NORTHEASTERLY, ALONG SAID CURVE, 48.39 FEET, THROUGH A CENTRAL ANGLE OF 19°48'11" AND A CHORD BEARING AND DISTANCE OF N43°39'35"E, 48.15 FEET, TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 82.00 FEET; THENCE NORTHEASTERLY, ALONG SAID CURVE, 33.31 FEET, THROUGH A CENTRAL ANGLE OF 23°16'27" AND A CHORD BEARING AND DISTANCE OF N41°55'27"E, 33.08 FEET, TO THE POINT OF BEGINNING.

#### EASEMENTS:

##### GUYING EASEMENT A

A 5.00-FOOT-WIDE STRIP OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN THE CORRECTIVE QUITCLAIM DEED TO TRUSTEE RECORDED IN OFFICIAL RECORDS BOOK 5328, AT PAGE 894, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 21 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 8" X 8" OCTAGONAL CONCRETE MONUMENT WITH BRASS DISK STAMPED "1/4 SEC. COR. 22, 27" MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N89°45'10"W, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 (THE WESTERLY TERMINUS OF SAID SOUTH LINE BEING THE 8" X 8" OCTAGONAL CONCRETE MONUMENT WITH BRASS DISK STAMPED "MARION COUNTY SECTION SURVEY 1947, 21, 22, 27, 28" MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 22), 234.51 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED S.W. 43RD COURT (FORMERLY S.W. 44TH AVENUE), SAID POINT ALSO BEING ON A CIRCULAR CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1693.33 FEET; THENCE

NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE AND CURVE, 318.44 FEET, THROUGH A CENTRAL ANGLE OF 10°46'29" AND A CHORD BEARING AND DISTANCE OF N04°54'09"W, 317.97 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, N00°29'06"E, 74.38 FEET, TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, S88°53'07"W, 20.00 FEET; THENCE N00°29'06"E, 5.00 FEET; THENCE N88°53'07"E, 20.00 FEET TO, THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE; THENCE S00°29'06"W, ALONG SAID RIGHT-OF-WAY LINE, 5.00 FEET, TO THE POINT OF BEGINNING.

#### GUYING EASEMENT B

A 5.00-FOOT-WIDE STRIP OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN THE CORRECTIVE QUITCLAIM DEED TO TRUSTEE RECORDED IN OFFICIAL RECORDS BOOK 5328, AT PAGE 894, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 21 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 8" X 8" OCTAGONAL CONCRETE MONUMENT WITH BRASS DISK STAMPED "1/4 SEC. COR. 22, 27" MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N89°45'10"W, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 (THE WESTERLY TERMINUS OF SAID SOUTH LINE BEING THE 8" X 8" OCTAGONAL CONCRETE MONUMENT WITH BRASS DISK STAMPED "MARION COUNTY SECTION SURVEY 1947, 21, 22, 27, 28" MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 22), 234.51 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED S.W. 43RD COURT (FORMERLY S.W. 44TH AVENUE), SAID POINT ALSO BEING ON A CIRCULAR CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1693.33 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE AND CURVE, 192.73 FEET, THROUGH A CENTRAL ANGLE OF 06°31'17" AND A CHORD BEARING AND DISTANCE OF N07°01'45"W, 192.63 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND CURVE, 5.00 FEET, THROUGH A CENTRAL ANGLE OF 00°10'09" AND A CHORD BEARING AND DISTANCE OF N03°41'02"W, 5.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY AND CURVE, S87°33'00"W, 20.00 FEET; THENCE S03°41'02"E, 5.00 FEET; THENCE N87°33'00"E, 20.00 FEET, TO THE POINT OF BEGINNING.

#### GUYING EASEMENT C

A 5.00-FOOT-WIDE STRIP OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN THE CORRECTIVE QUITCLAIM DEED TO TRUSTEE RECORDED IN OFFICIAL RECORDS BOOK 5328, AT PAGE 894, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF SECTION 22, AND 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 8" X 8" OCTAGONAL CONCRETE MONUMENT WITH BRASS DISK STAMPED "1/4 SEC. COR. 22, 27" MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N89°45'10"W, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 (THE WESTERLY