

PROJECT: Friends Recycling Property Exchange  
PARCEL NOS. See Attached Exhibit A and Exhibit B

THIS INSTRUMENT PREPARED BY/RETURN TO:

City of Ocala, Florida  
Joseph Switt, Real Estate Coordinator  
Growth Management Department  
201 S.E. 3rd Street, 2nd Floor  
Ocala, Florida 34471

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AGREEMENT FOR EXCHANGE OF REAL PROPERTY

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THIS AGREEMENT FOR EXCHANGE OF REAL PROPERTY is made and entered into this \_\_\_\_\_ day of December 2023 by and between the CITY OF OCALA, FLORIDA, a Florida municipal corporation, whose address is 110 S.E. Watula Avenue, Ocala, Florida 34471 (hereinafter referred to as "CITY") and FRIENDS RECYCLING, LLC, a Florida limited liability company, whose address is 2350 N.W. 27th Avenue, Ocala, Florida 34475 (hereinafter referred to as "FRIENDS RECYCLING").

WITNESSETH:

WHEREAS, the City of Ocala, Florida is the owner of those certain parcels of real property located in the City of Ocala, Florida and Marion County, Florida , being the City Parcels (as hereinafter defined); and

WHEREAS, Friends Recycling, LLC is the owner of that certain parcel of real property located in the City of Ocala, Florida and Marion County, Florida and further identified by Marion County Property Appraiser Parcel Identification Number 21492-000-00 (the "Friends Parent Parcel"); and

WHEREAS, the City of Ocala, Florida is interested in acquiring a portion of the Friends Parent Parcel from Friends Recycling, LLC, being the Friends Parcel (as hereinafter defined); and

WHEREAS, Friends Recycling, LLC is interested in acquiring said parcel of real property from the City of Ocala, Florida; and

WHEREAS, the City of Ocala, Florida and Friends Recycling, LLC have done the appropriate due diligence to find and determine that the approximate values of the aforementioned parcels are equivalent such that exchanging the parcels would represent an equitable and fair transaction with each party deriving the same approximate benefit from the other; and

WHEREAS, representatives of the City of Ocala, Florida have met, discussed the matter and have determined that it would be in all of their best interests to exchange the City of Ocala, Florida parcel for the parcel owned by Friends Recycling, LLC; and

WHEREAS, the City of Ocala, Florida finds and determines that the parcel of real property being obtained from Friends Recycling, LLC is of a similar value to the City of Ocala parcel being transferred to Friends Recycling, LLC such that the exchange of the property represents an appropriate use of public resources; and

WHEREAS, the City of Ocala, Florida finds that swapping the aforementioned parcels with Friends Recycling, LLC and entry into this agreement so as to effectuate the same is in the best interest of the City of Ocala, Florida and its citizens.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and in exchange for the good and valuable consideration provided for herein, the receipt and sufficiency of which are hereby specifically acknowledged, the City of Ocala, Florida and Friends Recycling, LLC hereby agree as follows:

Section 1. Adoption and Incorporation of Recitals.

The recitals outlined above and herein are hereby adopted by CITY and FRIENDS RECYCLING and are specifically incorporated herein as part of this agreement.

Section 2. Purpose and Authority for Agreement.

- A. This agreement is entered into for the purpose of outlining the terms and conditions of the relationship between CITY and FRIENDS RECYCLING with respect to the real property exchange transaction for the parcels of real property located in the City of Ocala, Marion County, Florida being the City Parcels (as hereinafter defined). and the Friends Parcel (as hereinafter defined).
- B. This agreement is entered into pursuant to the authority provided by Chapters 689, 166 and 605, *Florida Statutes*, as well as other relevant provisions of Florida law.

Section 3. Definitions for Terms.

- A. As used herein, the following terms shall have the following meanings:
  - i. *Agreement* – This Agreement, as it may from time to time be amended or modified pursuant to its terms and provisions.
  - ii. *City Code* – The Code of Ordinances of the City of Ocala.
  - iii. *City Parcels* – The real property in Marion County, Florida, described in the attached Exhibit A, owned by City.
  - iv. *Closing* – The delivery of the deed and other documents pursuant to paragraph 10 and other matters set forth in such paragraph.
  - v. *Closing Date* – The date for Closing as set forth in paragraph 10.1.
  - vi. *Effective Date* – The date this Agreement is last executed by the City and Friends, and an executed copy thereof has been delivered to both parties.
  - vii. *Friends Parcels* – The real property in Marion County, Florida, described in the attached Exhibit B, owned by Friends.

- viii. *Grantee* – City, as to the Friends Parcel, and Friends, as to the City Parcel.
- ix. *Grantor* – City, as to the City Parcel, and Friends, as to the Friends Parcel.
- x. *Grantor Parcel* – A Parcel owned by a Grantor with reference to the Grantor that will be conveying it. Thus, for example, paragraph 4.1 requires each Grantor to provide a title insurance commitment for its Grantor Parcel; Friends shall provide such commitment for the Friends Parcel, and City will provide such commitment for the City Parcel.
- xi. *Parcel* – The City Parcel or Friends Parcel.
- xii. *Party* - City or Friends.
- xiii. *Purchase Price* – The consideration for this Agreement as further defined in paragraph 3. As such consideration is primarily the exchange of the Parcels, there is no “cash” component of the Purchase Price but, as agreements involving the conveyance of real property typically refer to a purchase price as the consideration for the conveyance, such term is used herein.
- xiv. *Title Insurance Company* – First American Title Insurance Company.

- B. The definitions above shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The term “person” includes individuals, partnerships, corporations, limited liability companies, trusts, and other entities and associations. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The words “herein,” “hereof,” “hereunder,” and similar terms shall refer to this Agreement, unless the context otherwise requires.

### Section 3. Exchange of Real Property.

- A. City of Ocala, Florida Acquisition from Friends Recycling, LLC.

CITY agrees to accept and acquire from FRIENDS RECYCLING and FRIENDS RECYCLING agrees to convey to CITY the Friends Parcels.

- B. Friends Recycling, LLC Acquisition from City of Ocala, Florida.

FRIENDS RECYCLING agrees to accept and acquire from CITY and CITY agrees to convey to FRIENDS RECYCLING the City Parcels.

- C. The aforementioned exchanges of real property shall each include all improvements, structures, easements and appurtenances located in and upon or encumbering said respective Parcels.

Section 4. Purchase Price for Exchange of Real Property.

The purchase price for this transaction, which shall represent full and complete consideration for the exchange of real property provided for herein, all of which shall be performed at or following the Closing as outlined in Section 6 below and herein, shall be as follows:

- A. The exchange between CITY and FRIENDS RECYCLING of the parcels of real property identified above and herein; and
- B. The performance by CITY and FRIENDS RECYCLING of their other obligations under this agreement.

Section 5. Time for Acceptance and Contingencies.

- A. This agreement is contingent and is not binding upon CITY until ratified and accepted by the City Council of the City of Ocala, Florida, signed by its President, and attested to by its Clerk, within sixty (60) days of the execution of this agreement by CITY and FRIENDS RECYCLING. The foregoing notwithstanding, approval of the execution of this Agreement by City Council prior to execution shall be deemed acceptance and ratification in compliance with the terms hereof.
- B. If this agreement is not ratified and accepted by the City Council of the City of Ocala, Florida within said sixty (60) day period, this agreement shall be deemed rejected by CITY and shall be of no further effect.
- C. FRIENDS RECYCLING specifically understands, acknowledges and agrees that the time for acceptance and contingencies contained within this provision cannot be waived by CITY or any agent of CITY.

Section 6. Closing of Exchange of Real Property Transaction.

A. Date of Closing.

The closing for this transaction shall be held on a date mutually agreed upon by CITY and FRIENDS RECYCLING, provided however, that any such date is not more than sixty (60) days following CITY's acceptance of this agreement in accordance with Section 5 above and herein.

B. Location of Closing.

- i. The closing for this real estate purchase and sale transaction shall be held at the City of Ocala, Florida, Growth Management Department which is located at 208 S.E. 3rd Street, Ocala, Florida 3447.
- ii. Notwithstanding the foregoing, CITY and FRIENDS RECYCLING will cooperate with regard to the closing of this transaction through U.S. Mail or overnight courier services if requested by FRIENDS RECYCLING.

C. Documents and Payments at the Closing.

At the closing for this transaction:

- i. FRIENDS RECYCLING shall execute and deliver to CITY a warranty deed which includes, at a minimum, a statutory warranty of title, transferring the complete and entire interest of FRIENDS RECYCLING in the Friends Parcels; together with a bill of sale for any personal property with warranty of title; a lien or title affidavit, assignment(s) of any lease agreement(s) encumbering the Friend Parcels; tenant and mortgagee estoppel letters, if applicable, and any other applicable or necessary corrective instruments customary to similar transactions or otherwise reasonably requested by CITY or applicable title agent or underwriter;
- ii. CITY shall execute and deliver to FRIENDS RECYCLING a warranty deed which includes, at a minimum, a statutory warranty of title, transferring the complete and entire interest of CITY in the City Parcels; together with a bill of sale for any personal property with warranty of title; a lien or title affidavit, assignment(s) of any lease agreement(s) encumbering the City Parcels; tenant and mortgagee estoppel letters, if applicable, and any other applicable or necessary corrective instruments customary to similar transactions or otherwise reasonably requested by FRIENDS RECYCLING or applicable title agent or underwriter.

Section 7. Representations and Obligations of the Parties.

CITY and FRIENDS RECYCLING represent and specifically agree as follows:

- A. CITY and FRIENDS RECYCLING hold marketable, record, fee simple title to the Parcels and are the sole owners of and have good right, title and authority to convey and transfer all of Parcels, free and clear of all liens and encumbrances, excepting only taxes which are not now due and payable.
- B. CITY and FRIENDS RECYCLING shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this agreement.
- C. As used in this agreement, the term “marketable title” shall be determined in accordance with applicable title standards adopted by The Florida Bar.
- D. From the date of execution of this Agreement through the closing of this transaction, the transferring party shall exercise diligent care in protecting the property against waste or destruction of any kind and shall not do or permit anything to be done to permit or cause any liens, encumbrances, liabilities, debts, or obligations on the property except as exist as of the date of the transferring party's execution of this agreement.
- E. The transferring party shall, not less than ten (10) days after the transferring party's execution of this agreement, furnish to the other party copies of all written leases, if any, and estoppel letters from each tenant specifying the nature and duration of each tenant's occupancy, rental rates, advanced rent, and security deposits paid by the tenant. In the event that the transferring party is unable to

obtain such letter from each tenant or if the leases are not written, the same information shall be furnished by the transferring party to the other party within such time period in the form of an affidavit, and the other party may thereafter contact tenants to confirm such information. The transferring party shall, at the closing for this transaction, deliver and assign all original leases to the other party. The receiving party shall not be required to accept the property subject to the leases.

- F. The transferring party shall specifically represent and warrant to the receiving party that there are no facts known to the transferring party which materially affect the value of the property and which are not readily observable by the receiving party or which have not been disclosed to the receiving party by the transferring party.

Section 8. Conduct of Feasibility Study.

- A. CITY or FRIENDS RECYCLING may, during the period commencing with the execution of this agreement by their agents and concluding thirty (30) days after CITY's acceptance of this agreement (the "Feasibility Study Period"), determine whether the property is suitable, in their sole, exclusive and absolute discretion, for their use.
- B. During the Feasibility Study Period, either party, at their sole, exclusive and absolute discretion, may conduct a "Phase I" environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that they deem necessary to determine, to their satisfaction, the property's engineering, architectural and environmental properties; zoning and land use restrictions; subdivision status; soil and grade; availability of access to public roads, water and other utilities; consistency with local, state and regional growth management plans; availability of permits, governmental approvals and licenses; and other inspections that they deems appropriate to determine the suitability of the property for their intended use.
- C. In the event that the property must be rezoned or other governmental approval given to permit the use of the property for either party's purposes, then the transferring party agrees to execute all documents which may be required to file in connection with development or rezoning approvals and both parties shall further cooperate in obtaining such approvals but shall not be required to incur any expense or liability in the application process or related proceedings.
- D. Either party shall specifically give the other party, its agents and other representatives, the right to enter the property at any time during the Feasibility Study Period for the purpose of conducting inspections.
- E. Both parties shall fully cooperate with the other party, its agents, representatives and other professionals in connection with the foregoing.
- F. Prior to the expiration of the Feasibility Study Period, both parties shall deliver written notice to the other if they determines that the property is not acceptable, in which event this Agreement shall be deemed canceled and of no further effect.

Section 9. Prorations of Required Payments.

- A. Taxes, assessments, rent, interest, insurance, and other expenses and revenue of the property shall be prorated through the date of the closing.
- B. Cash at closing shall be increased or decreased as may be required by prorations.
- C. Advance rent and security deposits will be credited to Buyer and escrow deposits held by any mortgagee shall be credited to Seller.
- D. If closing occurs at a date or under circumstances where the current year's millage is not yet fixed, or the current year's assessments are otherwise unavailable, taxes will be prorated based on prior year's tax.
- E. A tax proration based upon an estimate shall, at request of either party, be readjusted upon receipt of a tax bill if a statement to that effect is signed at closing.

Section 10. Risk of Loss.

In the event that either Parcel is damaged by fire or other casualty before the closing for this transaction, the parties to this agreement shall have the option of either (A) taking the subject property as is, together with any insurance proceeds payable by virtue of such loss or damage; or (B) cancelling this agreement.

Section 11. Allocation of Expenses.

Each party shall pay for all title insurance and for the recording of their aforementioned deeds and each party shall further pay all costs necessary to cure or satisfy any title defects, liens or encumbrances and the cost(s) of recording any corrective instruments.

Section 12. Provision of Title Insurance.

A. Commitment.

CITY and FRIENDS RECYCLING shall cause a title insurance commitment (each, a "Commitment"), to be issued for its Grantor Parcel by Klein & Klein, LLC, as agent for the Title Insurance Company within fifteen (15) days after the Effective Date, wherein the Title Insurance Company agrees to issue an owner's policy of title insurance ("Policy") in the amount of \$413,000.00 for the City Parcel and \$460,000.00 for the Friends Parcel insuring title to the Parcels to be insured to be good and marketable and free and clear of all liens, claims, easements, restrictions, encumbrances, encroachments, leases, and rights of parties in possession of every kind and nature whatsoever, other than as set forth below. (Friends and City agree that the foregoing amounts represent the fair market values of the Parcel. Notwithstanding the differences in fair market values of the Parcel noted above, Friends and City acknowledge and agree that, pursuant to this Agreement, each party is receiving fair and adequate consideration for its obligations under this Agreement).

- i. Permitted Exceptions. Each Commitment shall evidence that the Grantor for the Grantor Parcel subject to the Commitment is vested with fee simple title to such Grantor Parcel



free and clear of all liens, encumbrances, exceptions, and qualifications whatsoever, except for those which shall be discharged by such Grantor prior to Closing and those matters otherwise acceptable to the Grantee of the Grantor Parcel.

- ii. Examination of Commitment by Grantee. Each Grantee shall have fifteen (15) days after receipt of the Commitment concerning the Grantor Parcel to examine such Commitment. If a Commitment for a Grantor Parcel fails to meet the requirements of this paragraph, the Grantee concerning such Grantor Parcel shall notify its Grantor 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 or that must be discharged by Grantor at or before Closing (any such liens, encumbrances, exceptions, qualifications, or other matters being referred to below as "Title Defects"). If a Grantee fails to notify its Grantor of all Title Defects within the required time period, then such Grantee shall be deemed to have accepted the Commitment and the title to the Grantor Parcel except as to matters that have been objected to as specific Title Defects.
- iii. Curative Period.
  - a. Each Grantor shall have forty-five (45) days after notice from its Grantee specifying the Title Defects within which to eliminate or cure them. Although such Grantor shall make reasonable efforts to timely eliminate or cure the Title Defects, Grantor shall have no obligation to bring any suits or to undertake any action to eliminate or cure any Title Defects if the total cost is reasonably expected to exceed \$500.00.
  - b. If a Grantor is not successful in eliminating or curing the Title Defects within the time period provided therefor, or if such Grantor notifies its Grantee that such Grantor has elected not to eliminate or cure the Title Defects as permitted by paragraph 12(A)(iii)(a), Grantee shall either:
    - 1. Accept the title as it then is, thereby waiving all objections to the Title Defects; or
    - 2. Terminate this Agreement, in which case this Agreement shall be terminated, and Grantor and Grantee 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.
  - c. Each Grantee shall make its election under paragraph 12(A)(iii)(b) within ten (10) days after the expiration of the time period for Grantor to cure Title Defects or Grantor's notice to Grantee that Grantor has elected not to eliminate or cure the Title Defects as permitted by paragraph 12(A)(iii)(a). If a Grantee fails to do so, it shall be deemed to have elected the option under paragraph 12(A)(iii)(b)(1).
- iv. Closing Affidavits. At Closing, each Grantor shall provide all evidence, affidavits, and other documentation reasonably required such that the Policy for its Grantor Parcel when issued shall not contain the so-called "standard exceptions" for rights of parties in possession (other than tenants in possession under any leases accepted by Grantee as "Permitted Exceptions"), matters of survey, 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.

- v. Manner of Conveyance. Each Grantor shall convey the title to its Grantor Parcel to Grantee by a special warranty deed, subject only to:
  - a. 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.
  - b. Permitted Exceptions.
- vi. Subsequent Endorsements. If any subsequent endorsement to a Commitment reveals any additional exceptions not permitted by this Agreement, Grantor shall have 30 days within which to remove such additional exceptions. If such Grantor is unable to remove such additional exceptions, its Grantee shall have the same rights and remedies as provided in paragraph 12(A)(iii)(b) above. Further, the Closing shall be extended 30 days to permit a Grantor to cure any such additional exceptions.

Section 13. Survey of Real Property.

- i. Within five (5) days of the effective date of this Agreement, each Party shall provide the other Party with copies of any surveys it has in its possession of its respective Grantor Parcel.
- ii. CITY and/or FRIENDS RECYCLING may, at their sole and exclusive expense, cause a survey of the Parcels be made or updated by the later of the following dates:
  - i. Forty-five (45) days after the effective date of this agreement; or
  - ii. Ten (10) days after the Grantor delivers the Commitment for the Grantor Parcel (with copies of the exception documents) to the Grantee.
- iii. In the event that the survey reveals any encroachments or defects in title, the party which obtained said survey shall notify the other parties of such matters within not less than fifteen (15) days after receipt of the survey and the party owning said parcel shall have an opportunity to cure as provided for below and herein.
- iv. Failure by any party to provide the notice required by this section shall result in a waiver of any such survey encroachments or defects.
- v. Any survey obtained by a party to this agreement shall be certified to all parties to this agreement immediately upon receipt.

Section 14. Notice to the Parties.

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:

iii. If to CITY:

Joseph Switt, Real Estate Coordinator  
Growth Management Department  
201 SE 3rd Avenue, 2nd Floor  
Ocala, Florida 3447  
Electronic Mail: [jswitt@ocalafl.gov](mailto:jswitt@ocalafl.gov)

With a copy to:

Tracy Taylor, Real Estate Project Manager  
City Engineer's Office  
1805 NE 30th Ave, Bldg. 700  
Ocala, Florida 34471  
Electronic Mail: [ttaylor@ocalafl.gov](mailto:ttaylor@ocalafl.gov); and

William E. Sexton, City Attorney  
City Attorney's Office  
110 S.E. Watula Avenue  
Ocala, Florida 34471  
Electronic Mail: [wsexton@ocalafl.gov](mailto:wsexton@ocalafl.gov)

iv. If to FRIENDS RECYCLING:

Friends Recycling, LLC  
Attn: Gerald Lourenco  
2350 NW 27th Avenue  
Ocala, Florida 34475

With a copy to (which shall not be deemed notice):

Klein & Klein, LLC  
Attn: Fred Roberts, Jr., Esq.  
40 SE 11<sup>th</sup> Ave.

b. Each and every such communication shall be deemed delivered:

- i. On the date of delivered if by personal delivery;
- ii. On the date of email transmission if by email (subject to Section 14(e) herein); and
- iii. 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.

- iv. 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.
- c. 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.
- d. 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.
- e. Concerning communications sent by email:
  - i. 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;
  - ii. 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;
  - iii. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
  - iv. 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
  - v. 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.

Section 15. Real Estate Taxes; Assessments.

- A. Real estate taxes on the Friends Parcel shall be prorated based on the current year's tax with due allowance for maximum allowable discount or any other applicable exemptions. If the Closing occurs at a date when the current year's millage is not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, taxes will be prorated based upon the prior year's tax. Any tax prorations based on an estimate shall, at the request of either Grantor or the Grantee, be subsequently readjusted upon receipt of a tax bill.
  - i. Real estate taxes on the City Parcel shall not be prorated. Rather, by virtue of the fact that it is currently exempt, only taxes that accrue after the Closing will be assessed to Friends and Friends will be responsible for such taxes.
  - ii. Certified, confirmed, and ratified special assessments liens as of the date of closing (but not as of the Effective Date) as to a Grantor Parcel are to be paid by Grantor. Pending liens as of the date of closing shall be assumed by Grantee.

B. Grantor's Representations and Warranties; AS IS.

- i. In order to induce each Grantee to enter into this Agreement, each Grantor hereby makes the following representations and warranties which Grantor represents and warrants are true as of the Effective Date and shall be true as of the Closing.
  - i. Grantor owns its Grantor Parcel and has the authority to enter into this Agreement and to convey such Grantor Parcel to its Grantee pursuant to the provisions of this Agreement.
  - ii. Grantor has no knowledge of, and Grantor has not received notice of, pending or threatened condemnation or similar proceeding affecting the Grantor Parcel or any portion thereof, or any pending public improvements in, on or about or outside the Grantor Parcel, which will create any special assessment or affect access to the Grantor Parcel.
  - iii. Grantor has no knowledge of actual or threatened action, litigation or proceeding by any organization, person, individual or governmental agency against either the Grantor or the Grantor Parcel that could reasonably be expected to have an adverse impact on the Grantor Parcel or the use thereof.
  - iv. Grantor has not received any notice, which remains uncured, advising that the Grantor Parcel is not in compliance with any applicable zoning, environmental, building, land use or life-safety laws, codes, ordinances, rules, regulations, standards and requirements.
  - v. Grantor is not a party to any unrecorded agreement, restrictions, easements, leases or contracts with respect to the Grantor Parcel and Grantor shall not enter into any of the foregoing.
- ii. Except as otherwise expressly provided in this Agreement, Grantor is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Grantor Parcel, including, but not limited to, warranties or representations as to matters of title (other than Grantor's warranty of title set forth in the deed to be delivered at Closing), zoning, tax consequences, physical or environmental conditions, operating history or projections, valuation, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the Grantor Parcel including, without limitation: (a) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Grantor Parcel, (b) the manner or quality of the construction or materials incorporated into any part of the Grantor Parcel, and (c) the manner, quality, state of repair, or lack of repair of the Grantor Parcel. Except as otherwise provided in this Agreement, Grantee agrees that with respect to the Grantor Parcel, Grantee has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Grantor or any agent of Grantor. Grantee represents that it is a knowledgeable purchaser of real estate and that it is relying solely on its own expertise and that of Grantee's consultants, and that Grantee will conduct such inspections and investigations of the Grantor Parcel, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and, upon closing, shall assume the risk that adverse matters, including, but not limited to, adverse physical and

environmental conditions, which may not have been revealed by Grantee's inspections and investigations. Grantee's closing hereunder shall be deemed to constitute an express waiver by Grantee or its successors and assigns of any right to sue Grantor and of Grantee's right to cause Grantor to be joined in an action brought under any federal, state, or local law, rule, act, or regulation which prohibits or regulates the use, handling, storage, transportation, or disposal of a hazardous or toxic substance or which requires removal or remedial action with respect to such hazardous or toxic substance, specifically including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 United States Code. Section 9601, et seq. and Part IV of the Florida Air and Water Pollution Control Act, Chapter 403, Florida Statutes. GRANTEE ACKNOWLEDGES AND AGREES THAT UPON CLOSING, GRANTOR SHALL SELL AND CONVEY TO GRANTEE, AND GRANTEE SHALL ACCEPT THE GRANTOR PARCEL "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR IN THE DEED TO BE DELIVERED AT CLOSING), COLLATERAL TO OR AFFECTING THE GRANTOR PARCEL BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY ACTING FOR OR ON BEHALF OF GRANTOR. The terms and conditions of this paragraph shall expressly survive the closing and not merge into the deed to be executed and delivered at Closing.

Section 16. Termination of Agreement.

Subject to the remedies of a non-defaulting Party under paragraph 14.2, in the event that either Party terminates this Agreement, this Agreement shall be terminated as to both Parcels. (That is, no Party shall be obligated to convey or acquire a Parcel unless the other Party is also conveying or acquiring a Parcel.) Neither Party shall thereafter have any rights or obligations except as to matters that expressly survive the termination of this Agreement.

Section 17. Risk of Loss.

Each Grantor shall bear the risk of loss or damage to, or destruction of, improvements situated on its Grantor Parcel or any portion of its Grantor Parcel until the Closing. The doctrine of equitable conversion shall not apply to this transaction.

Section 18. Default of Parties.

- A. City's Default. If City fails to perform any obligation under this Agreement to be performed at or prior to Closing as required hereunder, Friends may seek specific performance. Friends may not, however, pursue a claim for damages against City, such right to damages being expressly waived; notwithstanding the foregoing, in the event that City renders Friends' remedy of specific performance impossible (e.g., by conveying the City Parcel to a bona fide purchaser), Friends may seek and obtain damages from City.
- B. Friends' Default. If Friends fails to perform any obligation under this Agreement to be performed at or prior to Closing as required hereunder, City may either seek specific performance. City may not, however, pursue a claim for damages against Friends, such right to damages being expressly waived; notwithstanding the foregoing, in the event that Friends renders City's remedy of specific

performance impossible (e.g., by conveying the Friends Parcel to a bona fide purchaser), City may seek and obtain damages from Friends.

- a. Notice of Default. No remedy for default may be sought hereunder until notice of such default has been given to the defaulting Party by the non-defaulting Party, and such default remains uncured for a period of ten (10) days after such notice. Notwithstanding the foregoing, no notice or opportunity to cure shall be required for any failure to pay amounts due hereunder (including, without limitation, the Purchase Price) or any failure to close as and when required hereunder.

#### Section 19. Condemnation of Real Property.

- A. In the event that, prior to the closing, a parcel of real property owned by CITY, FRIENDS RECYCLING, or any part thereof is taken by exercise of eminent domain, or if a party to this agreement is formally notified of a taking or of the threat of eminent domain, such party shall notify the other parties within not less than ten (10) days.
- B. Any such party shall accept title to the part of the Grantor Parcel remaining after the taking, together with the proceeds of any condemnation award, unless more than ten percent (10%) of the total acreage of the Grantor Parcel is taken, in which case it's the recipient party may alternatively elect to terminate this agreement by notifying it's the other parties within ten (10) days after the date such Grantor notifies such Grantee of such taking, and each Grantor and Grantee shall be released from all further liability under this Agreement, except as to matters that are stated herein as expressly surviving the termination of this Agreement. A Grantee shall only receive the condemnation proceeds if such Grantee elects to proceed with, and closes upon, the purchase of its Grantor Parcel.

#### Section 20. Disclosure(s) of Real Estate Commission(s).

- A. CITY and FRIENDS RECYCLING hereby represent and warrant that they have neither dealt nor negotiated with any broker or finder in connection with the exchange, sale or conveyance of parcel of real property associated with this transaction.
- B. All parties hereto agree, in accordance with and pursuant to Chapter 768, *Florida Statutes*, to indemnify and hold the other harmless from any and all claims, demands, causes of action or other liability, and all costs and expenses, including reasonable attorney's fees and disbursements incurred in defending against any such claims, arising from or pertaining to any brokerage commission, fees, cost or other expense which may be claimed by any broker or person by reason of any claims arising out of the actions of FRIENDS RECYCLING (as to the indemnity obligations of FRIENDS RECYCLING), or arising out of any actions of CITY (as to the indemnity obligations of CITY).

#### Section 21. Acknowledgement that Time is of the Essence.

CITY and FRIENDS RECYCLING understand, acknowledge and agree that time is of the essence with respect to this transaction and to each and every provision of this agreement which requires action to be taken by either party hereto, regardless of whether said provisions provide a stated time period or specified date.

Section 22. Compliance with U.S. Treasury Regulations.

All parties to this agreement shall comply with the provisions of Section 1445, *Internal Revenue Code* and other applicable regulations promulgated and/or issued thereunder by the United States of America, Department of the Treasury.

Section 23. No Recording of Agreement.

Neither this agreement nor any notice of it shall be recorded in the Public Records.

Section 24. Assignment of Agreement.

No party to this agreement may assign or otherwise transfer their interest(s) in this agreement, in whole or in part, without the express written consent of all other parties to this agreement, which may be withheld or conditioned by the other party in the exercise of its sole discretion.

Section 25. Benefit(s) of Successors and Assigns.

All covenants and agreements in this agreement made by or on behalf of any party hereto shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

Section 26. Applicable Law for Agreement.

This Agreement is being delivered in the State of Florida and shall be construed and enforced exclusively in accordance with the laws of the State of Florida.

Section 27. Headings and Titles for Sections.

The descriptive headings in this agreement have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction for any provisions hereof.

Section 28. Agreement to Undertake Further Action.

CITY and FRIENDS RECYCLING understand, acknowledge and agree that there may be further action by each of the parties hereto which may become necessary to facilitate the agreement of the parties contained herein and CITY and FRIENDS RECYCLING understand, acknowledge and agree that they will 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.

Section 29. Exclusive Venue for Proceedings concerning Agreement.

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.

Section 30. Waiver of Trial by Jury.

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.

Section 31. Relationship of the Parties.

- A. Nothing contained in this agreement shall be deemed to create a partnership between or among CITY and FRIENDS RECYCLING in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises.
- B. CITY and FRIENDS RECYCLING shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so elsewhere in this agreement.

Section 32. Nature of Transfer of Other Interests and Third Party Benefit.

- A. Nothing contained in this agreement shall be considered or deemed to be a gift or dedication of any portion of real property or any portion thereof to the general public, or for any public use or purpose whatsoever, except to the extent that CITY may determine to hereafter dedicate all or portion of the real property transferred to CITY herein to public use.
- B. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this agreement.

Section 33. Execution of Agreement in 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.

Section 34. Signature(s) by Facsimile or Digital Execution.

- A. 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 to this agreement.

- B. No party to this agreement 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.

Section 35.     Mutuality of Negotiation.

CITY and FRIENDS RECYCLING understand, acknowledge and agree that this agreement is a result of negotiations between all of the parties and this agreement shall not be construed in favor of, or against, any party as a result of that party having been more involved in the drafting of the agreement.

Section 36.     Allocation of Attorney's Fees and Costs.

In the event of legal conflict regarding this agreement up to and including litigation, the prevailing party shall be entitled to recover all expenses and costs incurred, including court costs, reasonable attorney's fees, paralegal, investigative and any other paraprofessional fees, whether incurred at the trial phase, appellate phase, post-judgement phase or in any related bankruptcy proceeding.

Section 37.     Exhibits and Attachments to Agreement.

All exhibits and attachments to this agreement are specifically incorporated herein by reference and are identified herein as are as follows:

- A. Exhibit A – CITY parcel(s); and
- B. Exhibit B – FRIENDS RECYCLING parcel(s); and

Section 38.     Entirety of Agreement.

This agreement, together with any and all exhibits and other attachments hereto, constitutes the entire agreement between CITY and FRIENDS RECYCLING regarding this transaction and there are no other covenants, agreements, promises terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning this transaction other than those set forth herein.

Section 39.     Severability of Agreement Provisions.

In the event any of the terms and provisions of this agreement are determined to be unenforceable, for any reason whatsoever, such unenforceability shall in no way affect or eliminate the enforceability of all of the remaining terms and provision of this agreement.

Section 40.     Amendments to Agreement.

This agreement may not be amended, changed or otherwise modified unless such change(s), amendment(s) or modification(s) are in the form of a written amendment executed by CITY and FRIENDS RECYCLING.

Section 41.     Effective Date of Agreement.

This agreement shall be effective on the date executed by CITY and FRIENDS RECYCLING.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the parties hereto, CITY and FRIENDS RECYCLING, have hereunto set their hands and seals on the date first written above.

CITY:

CITY OF OCALA, FLORIDA,  
a Florida municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, as City Council President

ATTEST:

\_\_\_\_\_  
ANGEL B. JACOBS, as City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
WILLIAM E. SEXTON, as City Attorney

*The remainder of this page intentionally left blank.*

FRIENDS RECYCLING:

FRIENDS RECYCLING, LLC,  
a Florida limited liability company

By: \_\_\_\_\_  
Gerald Lourenco, as Manager

*The remainder of this page intentionally left blank.*

## **Exhibit A**

### **CITY PARCELS**

1. PID #21454-000-00

#### **PARCEL A:**

Commence 1863.95 feet West of the NE corner of the SE 1/4 of SE 1/4 of Section 2, Township 15 South, Range 21 East, Marion County, Florida; thence North 678.00 feet to the Point of Beginning; thence West 210.00 feet; thence South 153.00 feet; thence West 169.54 feet; thence North to a point 409.56 feet South of the North boundary of said SE 1/4; thence East 379.54 feet; thence South to the Point of Beginning.

#### **PARCEL B:**

Commence 2033.49 feet West of the NE corner of the SE 1/4 of SE 1/4 of Section 2, Township 15 South, Range 21 East, Marion County, Florida; thence North 210 feet to the Point of Beginning; thence East 9.54 feet; thence North 258 feet; thence West 9.54 feet; thence South 258 feet to the Point of Beginning.

2. PID #21454-001-01

THE SOUTH 200.85 FEET OF NORTH 409.56 FEET OF WEST 379.54 FEET OF EAST 2243.49 FEET OF NORTH ONE-HALF OF SOUTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

#### **ALSO DESCRIBED AS:**

BEGIN AT THE NORTHEAST CORNER OF THE SOUTH 200.85 FEET OF THE NORTH 409.56 FEET OF THE WEST 379.54 FEET OF EAST 2243.49 FEET OF NORTH 1/2 OF SE 1/4 OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, AND RUN WEST 379.54 FEET, THENCE SOUTH 200.85 FEET, THENCE EAST 379.54 FEET, THENCE NORTH 200.85 FEET TO POINT OF BEGINNING.

3. PID #21454-002-00

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6215, AT PAGE 1562, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING WITHIN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 21 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N89°31'15"W, ALONG THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, 1863.95 FEET, TO ITS INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST LINE OF THE LANDS DESCRIBED

IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6215, AT PAGE 1562, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, S00°31'39"W, ALONG SAID NORTHERLY PROJECTION, 25.00 FEET, TO THE NORTHEAST CORNER OF SAID LANDS; THENCE CONTINUE S00°31'39"W, ALONG THE EAST LINE OF SAID LANDS, 15.00 FEET, TO THE **POINT OF BEGINNING**; THENCE CONTINUE S00°31'39"W, ALONG SAID EAST LINE, 168.71 FEET, TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N89°31'15"W, ALONG THE SOUTH LINE OF SAID LANDS, 379.54 FEET, TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE N00°31'39"E, ALONG THE WEST LINE OF SAID LANDS, 148.71 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF N.W. 28TH STREET (A PROPOSED PUBLIC RIGHT-OF-WAY OF VARYING WIDTH); THENCE S89°31'15"E, ALONG SAID RIGHT-OF-WAY LINE, 23.54 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 530.00 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, NORTHEASTERLY, 106.18 FEET, THROUGH A CENTRAL ANGLE OF 11°28'42" AND A CHORD BEARING AND DISTANCE OF N84°44'24"E, 106.00 FEET, TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, NORTHEASTERLY, 94.16 FEET, THROUGH A CENTRAL ANGLE OF 11°28'42" AND A CHORD BEARING AND DISTANCE OF N84°44'24"E, 94.00 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S89°31'15"E, 157.02 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 1.41 ACRES, MORE OR LESS.

4. PID #21454-003-00

*Commence at 420 feet North of SW corner of the West 379.54 feet of the East 2243.49 feet of the N 1/2 of SE 1/4 of Section 2, Township 15 South, Range 21 East, for Point of Beginning, thence North 105 feet, thence East 210 feet, thence South 105 feet, thence West 210 feet to Point of Beginning. All lying and being in Marion County, Florida.*

5. PID #21456-000-00

**SEC 02 TWP 15 RGE 21**

**COM 1863.95 FT W & 468 FT N FROM SE COR OF N 1/2 OF SE 1/4 FOR POB,  
TH W 210 FT, N 210 FT, E 210 FT, S 210 FT TO POB  
EXC THOSE LANDS DESC IN OR 927-83 & DEED BK 329-492**

6. PID #21452-000-00

**Commencing 1863.95 feet West and 210 feet North of the SE corner of the North 1/2 of the SE 1/4 of Section 2, Township 15 South, Range 21 East; run thence North 258 feet; thence West 160 feet; thence South 258 feet; thence East 160 feet, to the Point of Beginning.**



7. PID #21451-001-00

**That portion of the following described property lying east of the northerly projection of the east right-of-way line of NW31st avenue:**

**The North 1/2 of the following:**

**Commence 1,863.95 feet West of Southeast corner of North 1/2 of Southeast 1/4 of Section 2, Township 15 South, Range 21 East, Marion County, Florida, thence North 210 feet, West 210 feet, South 210 feet, East 210 feet to Point of Beginning.**

8. PID #21451-000-00

That portion of the following described property lying east of the northerly projection of the east right-of-way line of NW31st avenue:

The South 1/2 of the following:

Commence 1,863.95 feet West of Southeast corner of North 1/2 of Southeast 1/4 of Section 2, Township 15 South, Range 21 East, Marion County, Florida, thence North 210.00 feet, West 210.00 feet, South 210.00 feet, East 210.00 feet to Point of Beginning.

## **CITY PARCELS continued**

### **9. PID #21478+000-00**

That portion of the Southeast 1/4 of Section 2, Township 15 South, Range 21 East, Marion County, Florida, further described as follows:

For a point of reference, commence at the Northeast corner of said Southeast 1/4 of Section 2; thence run N.89°31'13"W. along the North line thereof, a distance of 1491.54 feet; thence departing said North line run S.00°31'35"W. a distance of 25.00 feet to the Southerly right of way line of N.W. 28th Street and the point of beginning; said point of beginning, being the Northeast corner of a parcel of land described in Official Records Book 3022, Page 1585, Public Records of Marion County, Florida; thence departing said right of way line, continue S.00°31'35"W. along said parcel, a distance of 140.56 feet; thence departing said parcel run N.89°31'13"W. a distance of 203.56 feet; thence S.00°31'35"W. 56.46 feet; thence N.89°31'13"W. 107.89 feet to the Easterly right of way line of N.W. 31st Avenue; thence N.18°31'43"E. along said line, a distance of 207.22 feet to a point on the aforementioned Southerly right of way line of NW 28th Street; thence run S.89°31'13"E., along said line a distance of 247.41 feet to the point of beginning.

Less an except the north 15 feet.

### **10.**

A portion of City of Ocala property (formerly a part of PID# 21478-000-00) lying between Parcels #21478+000-00 & #21454-002-00 containing approximately .05 acre.

**PARENT PARCEL:** That portion of land lying in the northwest corner of those lands described in Official Records Book 03022, Pages 1585 and 1586, Public Records of Marion County, Florida, being more particularly described as follows: Commencing at a point 1491.54 feet West of the NE corner of North 1/2 of SE 1/4 of Section 2, Township 15 South, Range 21 East, thence run South parallel with the East boundary of Section, 901.4 feet; thence East 21.54 feet; thence South 420 feet to South boundary of North 1/2 of SE 1/4; thence West 393.95 feet; thence North 1320.31 feet to the North boundary line of North 1/2 of SE 1/4; thence East 372.41 feet to the Point of Beginning, EXCEPT the North 25 feet thereof for road.

**ACQUISITION PARCEL:** That portion thereof being more particularly described as follows: Begin at the northwest corner of aforescribed lands in Official Records Book 03022, Pages 1585 and 1586; thence S 89°31'13" E parallel with the North boundary line of the North 1/2 of SE 1/4 of Section 2, Township 15 South, Range 21 East, a distance of 125.00 feet; thence S 18°31'43" W, a distance of 404.46 feet to the southeast corner of those lands described in Official Records Book 1086. Pages 1661 and 1662. Public Records of Marion County, Florida, being a point on the West boundary line of the aforescribed lands in Official Records Book 03022, Pages 1585 and 1586; thence N 00°31'35" E along said West boundary line, a distance of 384.56 feet to the Point of Beginning.

T:\Real Estate\W&S\Projects\Friends Recycling ROW donation\ROW Warranty Deed.doc

Less and except the north 15 feet..

**EXHIBIT B**  
**FRIENDS PARCELS**

**1. A portion of PID #21492-000-00**

A PORTION OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA LYING WEST OF N.W. 27TH AVENUE AND NORTH OF N.W. 21st STREET, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE S.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 2; THENCE N00°45'13"E, ALONG THE EAST BOUNDARY OF SAID S.E. 1/4 OF THE S.E. 1/4, 25.32 FEET; THENCE DEPARTING SAID EAST BOUNDARY, PROCEED N89°19'55"W, 30.18 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF N.W. 27TH AVENUE (60 FEET WIDE) WITH THE NORTH RIGHT-OF-WAY LINE OF N.W. 21st STREET (50 FEET WIDE); THENCE N00°45'13"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF N.W. 27th AVENUE, 500.45 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, PROCEED N89°20'45"W, 331.82 FEET; THENCE S00°44'45"W, 500.37 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF N.W. 21st STREET; THENCE S89°19'55"E, ALONG SAID NORTH RIGHT-OF-WAY LINE, 331.75 FEET TO THE POINT OF BEGINNING.

**2. A portion of PID #21476-000-00**

The northerly 15 feet of said parcel subject to survey.