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

THIS AGREEMENT CONCERNING DONATED RIGHT OF WAY AND RELATED MATTERS (the "Agreement") is made and entered into this April 19, 2024, 2022 (the "Effective Date") between:

- City of Ocala, a Florida municipal corporation ("City"); and
- The following (individually and collectively "Seller"):
  - W.G. One Corp, a Nevada corporation, as Trustee of the Wintergreen B.T., a business trust ("WG"); and
  - Country Green, LP, a Nevada limited liability partnership ("Country Green").

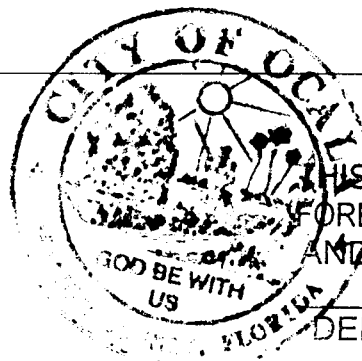
**WHEREAS:**

- A. Seller owns the Property.<sup>1</sup>
- B. The Property is included within the following:
  - 1). The Eastern Parcel which is owned by WG.
  - 2). The Central Parcel which is owned by Country Green.
  - 3). The Western Parcel which is owned by Country Green.
- C. City desires to purchase the Property from Seller, and Seller desires to sell the Property to City.
- D. Seller and City have reached certain agreements and understandings pertaining to the conveyance of the Property by Seller to City, and the purpose of this Agreement is to set forth such agreements and understandings in writing.

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. *44th Avenue* – The planned public roadway designated by the City as "NW 44th Avenue," referring specifically to that segment of NW 44th Avenue running from SW 20th Street south to the northern terminus of that portion of SW 43rd Court that commences at SW 40th Street and runs to the north. (References herein to SW 43rd Court are also deemed to refer to NW 44th Avenue.) The term also includes conveyances of 44th Avenue ROW.
  - 1.2. *44th Avenue ROW* – The ROW required for the City's construction and operation of 44th Avenue, including related Stormwater Management Facilities, and all required temporary

<sup>1</sup> All terms defined in these Whereas clauses and not otherwise defined are defined in paragraph 1 below.



THIS IS TO CERTIFY THE FOREGOING TO BE A TRUE AND ACCURATE COPY  
 DEPUTY CITY CLERK

or permanent easements, all as set forth in the Conveyance Documents, subject to being revised pursuant to paragraph 3.2.

- 1.3. *Central Parcel* – The real property described in the attached **Exhibit A** owned by Country Green.
- 1.4. *Central Parcel ROW* – That portion of the East-West Road ROW located within the boundaries of the Central Parcel.
- 1.5. *City Code* – The Code of Ordinances of the City of Ocala.
- 1.6. *Closing* – The delivery of a deed and other documents pursuant to paragraph 9 to City for the Property concurrently with the delivery of the monetary portion of the Purchase Price to Seller.
- 1.7. *Closing Date* – The date for Closing as set forth in paragraph 9.1.
- 1.8. *Concurrency Agreement* – One or more of the Concurrency Agreements to be entered into pursuant to paragraph 15.
- 1.9. *Contingency* – One or more of the following:
  - 1.9.1. *PD Contingency*.
  - 1.9.2. *Concurrency Agreement Contingency*.
  - 1.9.3. *Additional Contingencies*.
- 1.10. *Conveyance Document* – One or more of the documents referred to in paragraph 9.2.
- 1.11. *County* – Marion County, a political subdivision of the State of Florida.
- 1.12. *District* – St. John's River Water Management District or its successor.
- 1.13. *Easement* – One or more of the easements to be conveyed to City as part of the Property.
- 1.14. *Easement Parcels* – The portions of the Property upon which Seller will grant Easements to City.
- 1.15. *East-West Road* – The future roadway to be constructed by KAS (or a successor-in-title thereto) under the Settlement Agreement, which will extend from an intersection with SW 38th Avenue westerly to a western terminus at, or westerly of, the western boundary of the Western Parcel.
- 1.16. *East-West Road ROW* – The ROW required by City's construction and operation of the East-West Road, including related Stormwater Management Facilities, and all required temporary or permanent easements, all as set forth in the Conveyance Documents, subject to being revised pursuant to paragraph 3.2.
- 1.17. *Eastern Parcel* – The real property described in the attached **Exhibit B** owned by WG.

- 1.18. *Eastern Parcel ROW* – That portion of the 44th Avenue ROW located within the boundaries of the Eastern Parcel.
- 1.19. *Escrow Agent* – W. James Gooding III of Gooding & Batsel, PLLC.
- 1.20. *Fee Simple Parcels* – The portions of the Property to be conveyed by Seller to City in fee simple.
- 1.21. *Governmental Authority* – Any governmental agency, entity, department, commission, or other governmental organization of any nature whatsoever which has regulatory authority over, or must issue approvals or permits for, the construction and operation of any land, roadways, or Stormwater Management Facilities which are subject of this Agreement.
- 1.22. *KAS* – KAS Ocala, LLC, a Florida limited liability company.
- 1.23. *Month* (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date of the first event. For example, two (2) months after October 15, 2022, is November 15, 2022. If the first event is a date which is not in the subsequent month, the subsequent date will be the last day of such subsequent month. For example, one month after October 31, 2022 is November 30, 2022.
- 1.24. *Parcel* – One or more of the parcels or tracts of real property which are specifically defined, referenced, or described in this Agreement.
- 1.25. *Plans* – The plans and specifications for the construction of a Road, as approved by City and all Governmental Authorities with jurisdiction thereover. Such term may be used with reference to the Road for which the Plans have been approved; e.g., “44th Avenue Plans” refers to the Plans for the construction of 44th Avenue.
- 1.26. *Project Engineer* - Kimley-Horn and Associates, Inc.
- 1.27. *Property* – One or more of the Fee Simple Parcels or Easement Parcels.
- 1.28. *North-South Road* – The same Road as 44th Avenue.
- 1.29. *RGI-City Agreement* – The “Right-of-Way Contribution and Roadway Construction Agreement (SW 44th Avenue Project),” dated October 10, 2006, as recorded in OR Book 4658, Page 1453,2 as amended pursuant to the “Addendum to Right-of-Way Contribution and Roadway Construction Agreement (SW 44th Avenue Project),” dated June 3, 2008, as recorded in OR Book 5055, Page 116.
- 1.30. *Road* – One or more of 44th Avenue or the East-West Road, or any portion of either (including the Roundabout).
- 1.31. *Roundabout* – As defined in paragraph 11.1.
- 1.32. *Seller Roundabout Parcel* – ROW to be conveyed by Seller to City pursuant to paragraph 11.2 (in addition to the KAS Roundabout Parcel as defined therein).

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<sup>2</sup> All recording references refer to the Public Records of Marion County, Florida.

- 1.33. *ROW* – Right-of-way required for the construction of a defined or referenced Road, including lands required for the construction of appurtenant required Stormwater Management Facilities. The term “ROW” shall also apply, as applicable, to all Easements (permanent or temporary), necessary for the construction, or operation, of the applicable roadway and appurtenant Stormwater Management Facilities. The term may be used with reference to the Road for which the ROW is required; e.g., “44th Avenue ROW” refers to the ROW required for the construction of 44th Avenue.
  - 1.34. *Seller Parcels* – One or more of the Eastern Parcel, Central Parcel or Western Parcel.
  - 1.35. *Settlement Agreement* – The “Settlement Agreement” between Seller, on the one hand, and KAS, on the other hand, entered into in 2017.
  - 1.36. *Stormwater Management Facilities* – A system which is designated and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. and the City Code.
  - 1.37. *Title Insurance Company* – First American Title Insurance Company or such other title underwriter mutually acceptable to Seller and City.
  - 1.38. *Traffic Study* – One or more of the following:
    - 1.38.1. “*Traffic Impact Analysis Country Green PD City of Ocala, FL*” prepared by Project Engineer, dated June 2018 (the “Country Green Traffic Study”).
    - 1.38.2. “*Traffic Impact Analysis Wintergreen PD City of Ocala, FL*” prepared by Project Engineer, dated June 2018 (the “Wintergreen Traffic Study”).
    - 1.38.3. “*Wintergreen PD Trip Equivalency Matrix*” prepared by Project Engineer and provided to City in June 2021.
  - 1.39. *Western Parcel* – The real property described in the attached **Exhibit C** and owned by Country Green.
2. **Sale and Purchase.** Seller agrees to sell the Property to City, and City agrees to purchase the Property from Seller, for the price and upon the terms and conditions specified in this Agreement.
  3. **Property.**
    - 3.1. The real property which is the subject of this Agreement is located in Marion County, Florida, and consists of the following:
      - 3.1.1. *Fee Simple Parcels* – The real property described in the attached **Exhibit D** being the portions of Property to be conveyed by Seller to City in fee simple.
      - 3.1.2. *Easement Parcels* – The real property described in the attached **Exhibit E** being the locations of the Easements to be conveyed by Seller to City.

- 3.2. The descriptions in paragraph 3.1 are based on the currently-approved Plans for the Roads. In the event that the parties agree that a Road should be constructed other than as set forth on the then-currently approved Plans, and that as a result thereof, such descriptions should be revised, the parties will execute an amendment to this Agreement so providing.
- 3.3. See also paragraph 10 concerning Roundabout Parcel.
4. **Purchase Price.** The Purchase Price under this Agreement consists of the following consideration to be paid by City, or received by Seller, under this transaction:
  - 4.1. Monetary consideration of One and 00/100 Dollars (\$1.00) which shall be paid by City at Closing. Although such amount shall not be paid until Closing, it shall be deemed to have been paid to Escrow Agent as a deposit (the "Deposit") under this Agreement including for purposes of paragraph 17.2. The balance of the monetary portion of the Purchase Price (if any), adjusted for such credits (including a credit for the Deposit, prorations and other adjustment provided for in this Agreement), shall be paid by City to Escrow Agent at Closing for delivery to Seller.
  - 4.2. The construction of the Roads which shall benefit Seller by providing valuable access the Seller Parcels.
  - 4.3. Credits against concurrency reservation fees owed to City, and perhaps transportation impact fees assessed by County, to be provided to Seller under the Concurrency Agreements.
5. **Title Matters.**
  - 5.1. Issuance of Title Insurance Commitment.
    - 5.1.1. Within one (1) month after the Effective Date, City shall, at City's expense, obtain: a title insurance commitment (the "Commitment"); and, within thirty (30) days after Closing, an owner's title insurance policy (the "Policy").
    - 5.1.2. The amount of the Commitment and Policy shall be calculated as follows (being the party's good faith estimate of the fair market value of the Property being acquired by City for purposes of this Agreement only<sup>3</sup>):
      - a. For the Fee Simple Parcels, the result of the following calculation: The total square footage of the Fee Simple Parcels (as determined by City subject to review by Seller in its reasonable discretion) multiplied by 30 cents (being the assessed value for each square foot of the Eastern Parcel).
      - b. For the Easement Parcels, 70% of the value calculated for the Fee Simple Parcels.
    - 5.1.3. The Commitment shall be accompanied by legible copies of all documents which it references. The Commitment and the Policy, when issued, shall be issued by Title Insurance Company.

<sup>3</sup> Such amount is not relevant to the determination of the credit to be provided to Seller for the conveyance of the ROW under the Concurrency Agreements to be entered into between the parties as set forth in paragraph 15. Rather, the value of such ROW shall be determined pursuant to the Concurrency Agreements.

- 5.2. Permitted Exceptions. The Commitment shall evidence that Seller is vested with fee simple title to the Property, free and clear of all liens, encumbrances, exceptions, and qualifications whatsoever, except for those acceptable to City in its sole discretion (the "Permitted Exceptions") and those which shall be discharged by Seller prior to Closing.
- 5.3. Examination of Commitment by City. City shall have fifteen (15) days after receipt of the Commitment to examine it. If the Commitment fails to meet the requirements of paragraph 5.2, City shall provide notice (the "City Title Defect Notice") to Seller by the end of such time period, specifying the liens, encumbrances, exceptions, qualifications, or other matters listed in the Commitment that are not Permitted Exceptions (any such liens, encumbrances, exceptions, qualifications, or other matters being referred to below as "Title Defects"); City need not object to any matters that must be discharged by Seller at or before Closing but, if City does so, such additional matters shall be deemed title defects as well. If City fails to deliver the City Title Defect Notice within the required time period, then City shall be deemed to have accepted the Commitment and the title to the Property as evidenced thereby.
- 5.4. Cure of Title Defects.
- 5.4.1. Within fifteen (15) days after City delivers the City Title Defect Notice, Seller shall provide notice (the "Seller Title Cure Notice") to City specifying which Title Defects it intends to eliminate or cure, and which it does not. If Seller fails to provide the Seller Title Cure Notice within the foregoing time period, then Seller shall be deemed to have agreed to eliminate or cure all Title Defects specified in the City Title Defect Notice. Seller shall have six (6) months after delivering Seller Title Cure Notice to eliminate or cure the Title Defects that Seller agreed to eliminate or cure in the Seller Title Cure Notice, and Seller shall use good faith, diligent efforts to timely eliminate or cure such Title Defects, including the bringing of necessary suits. Notwithstanding the foregoing, Seller shall not be required to spend in excess of \$5,000.00 to cure the Title Defects (but City reserves its rights under paragraph 5.4.3 of this Agreement in the event that any Title Defects are not cured because of such limit).
- 5.4.2. If any title matters arise after the Commitment's effective date and prior to Closing that are not contemplated as Permitted Exceptions under this Agreement (other than those that arise based upon actions of City or with the consent of City) and City objects to them by notice to Seller before Closing, then such matters shall be treated as Title Defects under this Agreement, and the Closing may be extended for up to sixty (60) days to allow Seller sufficient time to eliminate or cure such Title Defects.
- 5.4.3. If Seller: (a) in the Seller Title Cure Notice elects not to eliminate or cure all Title Defects; or (b) is not successful in eliminating or curing the Title Defects that Seller has agreed to eliminate or cure in the Seller Title Cure Notice, City may:
- a. Accept the title as it then is, thereby waiving all objections to the Title Defects; or
  - b. Demand a return of the Deposit, in which case this Agreement shall be terminated and Seller and City shall be released from all liabilities and

obligations under this Agreement, except as to matters which by the terms of this Agreement specifically survive any termination of this Agreement.

- 5.5. Closing Affidavits. At Closing, Seller shall provide all evidence, affidavits, and other documentation reasonably required such that the Commitment (and the Policy when issued) shall not contain the so-called "standard exceptions" for rights of parties in possession, matters of survey (provided that City obtains a survey in accordance with paragraph 6), 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.
  - 5.6. Deletion of Standard Exceptions. At Closing, Seller shall cause the Title Insurance Company to delete from the Commitment, by endorsement or by "marking up" the Commitment, all requirements listed in Part I of Schedule B of the Commitment, the so-called "gap" exception, and the standard exceptions (to the extent described in the paragraph 5.5).
  - 5.7. Manner of Conveyance. Seller shall convey the title to the Property to City by a general (statutory) 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; and (b) the Permitted Exceptions.
6. Survey.
- 6.1. City's Option to Obtain Survey. Within two (2) months after the Effective Date, City may obtain, at City's expense, a survey of the Property (the "Survey").
  - 6.2. Survey Defects.
    - 6.2.1. If the Survey reveals any of the following matters, they shall be deemed to be "Survey Defects" for purposes of this paragraph 6, except to the extent that any of them are Permitted Exceptions:
      - a. Easements on the Property, including any evidence of unrecorded easements; rights-of-way on the Property;
      - b. Violations of any restrictive covenants; violations of any building, zoning, land use, or other laws, ordinances, rules, or regulations imposed by governmental authority;
      - c. Encroachments of improvements located on the Property onto setback lines, easements, rights-of-way, or the lands of others; encroachments of improvements of others (i.e., adjoining landowners) onto the Property;
      - d. Overlaps, gaps, gores, and hiatuses; or
      - e. Other matters that would, in City's sole opinion, interfere with the construction of 44th Avenue.

- 6.2.2. Notwithstanding anything to the contrary contained in this Agreement, none of the above matters shall be treated as Survey Defects if the Title Insurance Company agrees, in the Commitment, to remove from the Policy the standard exception for matters of survey and does not insert in its place a specific exception relating to the particular Survey Defects or to matters appearing on the Survey in general.
- 6.3. Notice and Cure of Survey Title Defects.
- 6.3.1. The procedures and provisions set forth in paragraphs 5.3 and 5.4 shall apply as to any Survey Defects, except as follows:
- a. All references therein to Title Defects shall be deemed to refer to Survey Defects, instead of City providing the City Title Defect Notice, City shall provide a City Survey Defect Notice, and instead of Seller providing a Seller Title Cure Notice, Seller shall provide a Seller Survey Cure Notice.
  - b. The time frame for City to provide the City Survey Defect Notice under paragraph 5.3, shall be fifteen (15) days after receipt of the Survey. If City fails to provide the City Survey Defect Notice within such time period, City shall be deemed to have waived all objections to such Survey Defects.
  - c. The time frame for Seller to provide the Seller Survey Cure Notice shall be fifteen (15) days after receipt of the City Survey Defect Notice. If Seller fails to provide the Seller Survey Cure Notice within the foregoing time period, then Seller shall be deemed to have agreed to eliminate or cure all Survey Defects specified in the City Survey Defect Notice
  - d. The same time frame set forth in paragraph 5.4.1 for Seller to cure the Title Defects, shall be the same time frame for Seller to eliminate or cure the Survey Defects, notwithstanding that the Seller Survey Cure Notice may be provided after the delivery of the Seller Title Cure Notice.
7. **Risk of Loss.** Seller shall bear the risk of loss or damage to the Property before Closing. As the Property is vacant, however, and City attributes no value to any improvements located thereon, there shall be no consequences if any such improvements are damaged or destroyed by fire or other casualty. If, however, the Property is damaged by earthquake, sinkholes or other geological matters, that City reasonably believes will interfere with its construction of 44th Avenue, City shall have the option of terminating this Agreement by notifying Seller within one (1) month after the date of such casualty, whereupon City shall be refunded the Deposit and Seller and City 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.
8. **Eminent Domain.** If prior to the Closing the Property or any part thereof is taken by eminent domain, or if Seller is formally notified of a taking or of the threat of eminent domain, Seller shall notify City within ten (10) days. City shall have the option of accepting title to the part of the Property remaining after the taking, together with the proceeds of Seller's condemnation award, and paying the full Purchase Price, or City may elect to terminate this Agreement, by notifying Seller within ten (10) days after the date Seller notifies City of such taking, whereupon City shall be refunded the Deposit and Seller and City 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.



9. **Closing.**

- 9.1. **Date and Place.** Unless otherwise provided in this Agreement, the closing and transfer of title to the Property pursuant to this Agreement (the "Closing") shall take place on a date (the "Closing Date") chosen by City on at least ten (10) days prior written notice to Seller within one (1) month after the occurrence or waiver of the final Contingency to occur or be waived. The Closing shall take place at the office for counsel for City or any other location designated by City. Notwithstanding the foregoing, City and Seller will cooperate with each other in closing this transaction through the mail, email or overnight courier service.
- 9.2. **Conveyance Documents.**
  - 9.2.1. City shall prepare all closing documents, including the Conveyance Documents, all affidavits to be executed by either Seller or City, the closing statement, and such other documents as may be reasonably required for Closing.
  - 9.2.2. The Conveyance Documents shall consist of the documents described in the attached **Exhibit F**, all of which documents have been approved, as to form and substance, by City and Seller, as hereafter revised by City and Seller in their exercise of their reasonable discretion.
- 9.3. **Seller's Documents.** Seller shall deliver or cause to be delivered to City on or before the Closing Date, at Seller's sole cost and expense, the following original documents:
  - 9.3.1. The Conveyance Documents, properly executed and in recordable form.
  - 9.3.2. A closing statement setting forth all of the closing expenses of the Seller and City, including closing prorations and adjustments, and setting forth the net cash due to Seller and the cash required to close on the part of City.
  - 9.3.3. Any other documents required by this Agreement, or federal, state, or local laws, ordinances, or regulations, to be delivered by Seller.
  - 9.3.4. All releases required under the Settlement Agreement to be executed by Seller thereunder.
- 9.4. **City's Documents.** City shall deliver or cause to be delivered to Seller on or before the Closing Date, at City's sole cost and expense, the following original documents:
  - 9.4.1. Check drawn on City for the cash to close, or a wire transfer of such funds, after the prorations and credits are applied.
  - 9.4.2. Any other documents required under this Agreement, or federal, state or local laws, ordinances or regulations, to be executed by City.
  - 9.4.3. All releases required under the Settlement Agreement to be executed by City thereunder.
- 9.5. **Expenses.**

- 9.5.1. Seller's Expenses. Seller shall pay at or prior to Closing the cost of:
- a. Recording any documents required to cure any title defects or objections; and
  - b. Such other expenses incurred by Seller or necessary to Seller's performance of Seller's obligations under this Agreement, including all professional fees incurred directly by Seller.
- 9.5.2. City's Expenses. City shall pay at or prior to Closing the cost of:
- a. Recording the Conveyance Documents, any other instruments of conveyance;
  - b. Title Insurance Commitment and Policy premiums and title information and examination expenses;
  - c. The Survey; and
  - d. Such other expenses incurred by City or necessary to City's obligations under this Agreement, including all professional fees incurred directly by City.
- 9.5.3. In Lieu of Condemnation. Owner has been informed in writing by a representative of City that City has decided to acquire the Property, and Owner has reasonable grounds to believe that the necessary steps to condemn the property will be instituted if a voluntary sale is not arranged. Therefore, the conveyance under this Agreement is "under threat of condemnation" pursuant to Rules 12B-4.013 and 12B-4.014, Florida Administrative Code, and no documentary excise taxes will be owed at Closing.

9.6. Corrections. Any discrepancy resulting from any of the foregoing prorations and adjustments and any other errors or omissions in computing other prorations and adjustments at Closing shall be promptly corrected upon notice and demand by either party, which obligations shall survive the Closing.

10. **Construction of 44th Avenue.**

- 10.1. City intends to construct the North-South Road in two phases. The first phase ("Phase One") will primarily consist of two lanes of traffic.
- 10.2. City will commence construction of Phase One of the North-South Road within six months after the Closing under this Agreement.
- 10.3. City will complete construction of Phase One of the North-South Road within two years after the Closing under this Agreement.

11. **Roundabout Parcel.**

- 11.1. As part of its construction of the North-South Road, City will construct a traffic circle or roundabout (either a "Roundabout") at the intersection of the proposed East-West Road and the North-South Road. City shall select the type of Roundabout as well as the design thereof, in its sole discretion.
- 11.2. To permit City to do so:

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

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

11.2.3. In the event that City is unable to obtain the KAS Roundabout Parcel from KAS, City shall use commercially reasonable efforts to re-design the Roundabout such that all real property needed for the Roundabout is located on the Seller Parcels, whereupon Seller shall convey to City the additional real property as part of the Roundabout Parcel pursuant to paragraph 11.2.1. If City is unable to re-design the Roundabout such that all real property needed therefor is located on the Seller Parcel, or Seller is unwilling to convey the additional real property to City needed for the Roundabout, City shall not be obligated to construct the Roundabout.

11.3. Seller's obligation to convey the Roundabout Parcel shall be set forth in a memorandum to be recorded in the public records at closing.

11.4. The conveyance of the Roundabout Parcel shall be made pursuant to the provisions of paragraphs 4 through 9 of this Agreement.

11.5. Seller acknowledges the benefit that the Roundabout will provide to the Seller Parcels, and therefore shall convey the Roundabout Parcel to City for no additional consideration.

**12. Real Estate Taxes; Assessments.**

12.1. Real estate taxes and assessments shall be prorated for the Property based on the then current year's taxes and assessments with due allowance for maximum allowable discount or any other applicable exemptions.

12.2. 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 and assessments will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, taxes and assessments will be prorated based upon the prior year's tax.

12.3. As the Property are currently taxed as part of larger tax parcels, the taxes and assessments shall be considered to be the taxes and assessments for the larger tax parcels multiplied by the quotient obtained by dividing the acreage of the Property (as determined by the Survey) by the acreage of the larger tax parcels. The value of any improvements on the larger tax parcels shall be disregarded for purposes of the proration.

13. **Seller's Representations and Warranties; AS IS.** In order to induce City to enter into this Agreement, Seller hereby makes the following representations and warranties.
- 13.1. **Title.** To the best of Seller's knowledge and belief, Seller is indefeasibly vested of fee simple title to the Property, and such title is free and clear of any lien, encumbrance, or restrictions except the Permitted Exceptions or exceptions to be removed by Seller prior to or at a Closing.
- 13.2. **Condemnation.** Seller has no knowledge of, and Seller has not received notice of, pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof.
- 13.3. **Litigation.** Seller has no knowledge of actual or threatened action, litigation or proceeding by any organization, person, individual or governmental agency against either the Seller or the Property that could reasonably be expected to have an adverse impact on the Property or the use thereof.
- 13.4. **Authority.** The party executing this Agreement on behalf of Seller has full right, title, and authority to so execute this Agreement and to deliver any and all documents required to consummate the transactions contemplated under this Agreement. No consent, approval, or authorization of any third party is required in connection with the execution of this Agreement by Seller or the consummation of the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, result in a breach of, or constitute a default under, the documents that govern the operations of Seller (including any trust or entity documents), or of any order, judgment, arbitration award, note, mortgage, deed of trust, indenture or any other agreement or instrument whatsoever to which Seller is a party or is or may be bound, or of any law, order, rule, regulation, writ or injunction of any governmental body having jurisdiction over Seller.
- 13.5. **Absence of Litigation and Administrative Proceedings.** No litigation or proceeding is pending or threatened against Seller or affecting any part of the Property before any court or administrative agency which, if adversely determined, could have an adverse effect on the title to or use, enjoyment or value of the Property or any part thereof or which could interfere with the consummation of this Agreement. Furthermore, there is no pending litigation or dispute involving or concerning the location of the boundaries of the Property.
- 13.6. **Existing Leases.** There are no leases or tenancies of any space in the Property.
- 13.7. **Environmental.**
- 13.7.1. For purposes of this paragraph 13.7, and this Agreement, the following terms have the following meanings.
- a. *Hazardous Material* – Any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any Environmental Law.
- b. *Environmental Law* – Any federal, state, local or administrative agency, statute, ordinance, rule, regulation, order or requirement relating to environmental conditions or hazardous material, including, without

limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; Refuse Act, 33 U.S.C. §§ 407 et seq.; Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§ 11001 et seq.; Occupational Safety and Health Act, 29 U.S.C. §§ 65 et seq. to the extent it includes the emission of any Hazardous Material and includes any Hazardous Material for which hazard communication standards have been established; Chapter 403, Florida Statutes; or any regulation, order, rule or requirement adopted thereunder:

13.7.2. To Seller's knowledge, information and belief:

- a. The Property is not in violation of any Environmental Law.
- b. Neither Seller, nor to Seller's knowledge, any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Materials on the Property except in full compliance with all Environmental Laws.

#### CONTINGENCIES

14. **PD Contingency.**

- 14.1. The obligations of Seller to close under this Agreement are contingent upon the following (the "PD Contingency"), which is for the sole benefit of Seller and may be waived in writing by Seller, at Seller's sole option and discretion: the approval by City of an ordinance approving a Planned Development ("PD") zoning application, together with a PD Plan (as defined in the City Code) for the Central Parcel and Eastern Parcel. (The Western Parcel already has an approved PD zoning classification and approved PD Plan.) The approved PD zoning will permit development generally consistent with the PD Plan, set forth in the Wintergreen Traffic Study.
- 14.2. City and Seller anticipate that the PD Contingency shall occur simultaneously with the execution of this Agreement. If it does not do so, the Contingency Deadline for this Contingency is three (3) months after the Effective Date of this Agreement.
- 14.3. In the event the PD Contingency fails to occur prior to the Contingency Deadline therefor, Seller shall, within one (1) month after the Contingency Deadline, in its sole discretion: (a) waive such Contingency and close the transaction arising under this Agreement; (b) terminate this Agreement, whereupon all obligations of City and Seller shall be deemed terminated (except for those obligations that expressly survive termination or Closing); or (c) extend the Contingency Deadline for such Contingency for a time period up to three (3) additional months; if Seller fails to provide notice of its election within the foregoing time period, Seller shall be deemed to have elected the option in clause (b) of the foregoing sentence. If Seller elects to extend the Contingency Deadline and the PD Contingency fails to occur prior to the extended Contingency Deadline, Seller shall, within one (1) month thereafter, in its sole discretion: elect to either: (a) waive the Contingency and close the transaction arising under this Agreement; (b) terminate this Agreement, whereupon all

obligations of City and Seller shall be deemed terminated (except for those obligations that expressly survive termination or Closing); if Seller fails to provide notice within the immediately preceding time period, Seller shall be deemed to have elected the option in clause (b) of the foregoing sentence.

15. **Concurrency Agreement Contingency.**

15.1. The obligations of Seller to close under this Agreement are contingent upon the following (the "Concurrency Agreement Contingency"), which is for the sole benefit of Seller and may be waived in writing by Seller, at Seller's sole option and discretion: execution of the following agreements (the "Concurrency Agreements") between City and one or more of the parties designated as Seller, as follows:

15.1.1. A Concurrency Agreement between City, on the one hand, and Country Green and Wintergreen, on the other hand, concerning the Central and Eastern Parcels (the "Wintergreen Concurrency Agreement").

15.1.2. A Concurrency Agreement between City, on the one hand, and Country Green, on the other hand, concerning the Central and Western Parcels (the "Country Green Concurrency Agreement").

15.2. Each Concurrency Agreement shall include the following provisions:

15.2.1. A grant of concurrency under the City Code to the owner of the applicable Parcel, of the uses set forth in the applicable Traffic Study.

15.2.2. A reservation of capacity for the Parcel subject to the Concurrency Agreement for the exterior of vehicular traffic generated by development on such Parcel as set forth in the applicable Traffic Study. The reservation of capacity shall be effective until 2037.

15.2.3. Provision for transportation proportionate share payments (if any) to be paid by Seller or its successors in title in connection with the development of its Parcel. As set forth in the Wintergreen Traffic Study, no transportation proportionate share contribution will be required in connection with the Wintergreen Concurrency Agreement.

15.2.4. As to the Wintergreen Concurrency Agreement, a provision providing that, provided that the Parcel subject to such Concurrency Agreement develop as set forth in the approved PD Plan for such Parcel, City will provide or permit the number of median openings and entrances (including curb-cuts) set forth in the approved PD Plan.

15.2.5. Additional provisions providing as follows:

a. As to each Parcel subject to the Concurrency Agreement, City will not impose upon such Parcel, or any portion thereof, any development restrictions, limitations, prohibitions or requirements of any nature which is not imposed by City on all real property located in the City requesting approval of a development order or site plan, and having the same land use classification and zoning classification as the Parcel.

- b. City will not adopt, by ordinance, resolution, regulation or any other procedure, any special development requirements, conditions, limitations, design criteria, approval conditions, or other limitations or requirements which are not also applicable to all other real property in City having the same land use classification and zoning classification as the Parcel to which the Concurrency Agreement applies.
    - c. City will credit, against any concurrency reservation fees due City under the City Code, the fair market value of the ROW being conveyed, or the proportionate share payments being made, by Seller under this Agreement.
  - 15.3. City and Seller anticipate that the Concurrency Agreement Contingency shall occur simultaneously with the execution of this Agreement. If it does not do so, the Contingency Deadline for this Contingency is three (3) months after the Effective Date of this Agreement.
  - 15.4. In the event the Concurrency Agreement Contingency fails to occur prior to the Contingency Deadline therefor, Seller shall, within one (1) month after the Contingency Deadline, in its sole discretion: (a) waive such Contingency and close the transaction arising under this Agreement; (b) terminate this Agreement, whereupon all obligations of City and Seller shall be deemed terminated (except for those obligations that expressly survive termination or Closing); or (c) extend the Contingency Deadline for such Contingency for a time period up to three (3) additional months; if Seller fails to provide notice of its election within the foregoing time period, Seller shall be deemed to have elected the option in clause (b) of the foregoing sentence. If Seller elects to extend the Contingency Deadline and the PD Contingency fails to occur prior to the extended Contingency Deadline, Seller shall, within one (1) month thereafter, in its sole discretion: elect to either: (a) waive the Contingency and close the transaction arising under this Agreement; (b) terminate this Agreement, whereupon all obligations of City and Seller shall be deemed terminated (except for those obligations that expressly survive termination or Closing); if Seller fails to provide notice within the immediately preceding time period, Seller shall be deemed to have elected the option in clause (b) of the foregoing sentence.
16. **Settlement Agreement Contingency.**
- 16.1. The obligations of City and Seller to close under this Agreement are contingent upon the following (each a "Settlement Agreement Contingency"), each of which is for benefit of both City and Seller, and may be waived in writing only by City and Seller, in their sole option and discretion.
    - 16.1.1. The Closing under the Settlement Agreement which shall be the same date as the Closing under this Agreement.
    - 16.1.2. The exchange of Releases contemplated by the Settlement Agreement (except to the extent that certain of the Releases are to be delivered at Closing under this Agreement as set forth in paragraphs 9.3.4 and 9.4.3).
  - 16.2. The Contingency Deadline for this Contingency is the date selected by City for Closing under paragraph 9.1.

- 16.3. In the event the Settlement Agreement Contingency fails to occur prior to the Settlement Agreement Contingency Deadline, Seller or City shall, within one (1) month after the Settlement Agreement Contingency Deadline, in its sole discretion: (a) waive such Settlement Agreement Contingency and close the transaction arising under this Agreement (if both parties agree); (b) terminate this Agreement, whereupon all obligations of City and Seller shall be deemed terminated (except for those obligations that expressly survive termination or Closing); or (c) extend the Settlement Agreement Contingency Deadline for such Settlement Agreement Contingency for a time period up to two (2) additional months; if Seller or City fails to provide notice of its election within the foregoing time period, Seller and City shall be deemed to have elected the option in clause (b) of the foregoing sentence. If Seller or City elects to extend the Settlement Agreement Contingency Deadline and the Settlement Agreement Contingency fails to occur prior to the extended Settlement Agreement Contingency Deadline, Seller or City shall, within one (1) month thereafter, in its sole discretion: elect to either: (a) waive the Settlement Agreement Contingency and close the transaction arising under this Agreement (if both parties agree); (b) terminate this Agreement, whereupon all obligations of City and Seller shall be deemed terminated (except for those obligations that expressly survive termination or Closing); if Seller or City fails to provide notice within the immediately preceding time period, Seller and City shall be deemed to have elected the option in clause (b) of the foregoing sentence.
- 16.4. The Settlement Agreement Contingency must occur at or prior to the Closing Date, and, if it does not, the Settlement Agreement Contingency shall be deemed not to have been fulfilled and the provisions of paragraph 16.3 (except any provision permitting an extension of the Settlement Agreement Contingency Deadline set forth therein) shall apply.

#### MISCELLANEOUS

17. **Default.**

- 17.1. **Seller Default.** If Seller fails to perform this Agreement as required hereunder prior to the Closing, City may elect to: (a) receive the return of City's Deposit; or (b) pursue a remedy of specific performance against Seller. City may not seek damages against Seller (such right to damages being expressly waived) unless Seller renders City's remedy of specific performance impossible (e.g., by conveying the Property to a bona fide purchaser or encumbering the Property with a mortgage or other lien in excess of the Purchase Price), in which event City may pursue a remedy of damages against Seller. As set forth in the initial sentence in this paragraph 17.1, the foregoing limitation on remedies apply only based upon a failure to perform by Seller prior to Closing and does not limit City's remedies for a failure to perform after Closing.
- 17.2. **City's Default.** If City fails to perform this Agreement as required hereunder prior to the Closing, including the payment of any Deposit, the Deposit paid by City and the Deposit agreed to be paid may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Agreement and in full settlement of all claims, whereupon City and Seller shall be relieved of all obligations under this Agreement (except for any liability or indemnity pursuant to any provision hereof that by its terms survives any termination of the Agreement). Seller may not pursue any other remedies against City otherwise available at law or equity. As set forth in the initial sentence in this paragraph 17.2, the foregoing limitation on remedies apply only based upon a failure to perform by City prior to Closing and does not limit Seller's remedies for a failure to perform after Closing.



- 17.3. **Notice of Default.** Neither party shall be in default under this Agreement for any matter to occur prior to Closing Concurrence Agreements unless it has failed to cure within fifteen (15) days after written notice of such default is given by the non-defaulting party to the defaulting party. Notwithstanding the preceding sentence, no notice or opportunity to cure need be provided for any failure to Close, and the Closing Date shall not be changed, delayed, postponed or extended by any requirement for notice of default, if such default consists of failure to appear at a Closing.
18. **Brokerage.** Seller warrants and represents to City that Seller has had no contact with any broker or other person or entity who might have a basis for claiming any brokerage or other commission relative to the transactions contemplated by this Agreement, and Seller shall indemnify and hold City harmless from and against any and all claims and causes of action for any brokerage or other commissions relative to the transactions contemplated by this Agreement based on any contact with Seller, or any officer, director, employee, or agent of Seller and from and against any and all loss, liability, damage, and expense, including court costs, attorneys' fees, and fees for paralegals and other legal support personnel, at the pre-trial level, the trial level, and in connection with all appellate proceedings, arising therefrom. Likewise, City warrants and represents to Seller that City has had no contact with any broker or other person or entity who might have a basis for claiming any brokerage or other commission relative to the transactions contemplated by this Agreement, and City shall indemnify and hold Seller harmless from and against any and all claims and causes of action for any brokerage or other commission relative to the transactions contemplated by this Agreement based on any contact with City, or any officer, director, employee, or agent of City, and from and against any loss, liability, damage, and expense, including court costs, attorneys' fees, and fees for paralegals and other legal support personnel, at the pre-trial level, the trial level, and in connection with all appellate proceedings, arising therefrom. The provisions of this paragraph 18 shall survive the Closing.
19. **Assignment Provisions.** City may assign this Agreement at any time, to another Governmental Entity that shall be responsible for the construction of 44th Avenue.
20. **Notices.**
- 20.1. 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 20:
- 20.1.1. For Seller: MTN Holding Company Inc., Attn: Don Carl, 2600 Pleasantdale Road, Suite 7, Atlanta, Georgia 30340; email: don@mtnholding.com.
- a. With a copy to: Gary Scott Edinger, Esq., 305 NE 1st Street, Gainesville, FL 32601; email: gsedinger12@gmail.com.
- 20.1.2. For City: Director of Growth Management Services, 201 SE 3rd Street (2nd Floor), Ocala, FL 34471; email: TChighizola@Ocalafl.org.
- a. With a copy to: City Engineer, 1805 N.E. 30th Ave., Building 600, Ocala, Florida 34470; email: SLanier@Ocalafl.org.

b. With a copy to: W. James Gooding III, Esq., Gooding & Batsel, PLLC, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.

20.1.3. For Escrow Agent: W. James Gooding III, Esq., Gooding & Batsel, PLLC, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.

20.2. Each such Communication shall be deemed delivered:

20.2.1. On the date of delivery if by personal delivery;

20.2.2. On the date of email transmission if by email (subject to paragraph 20.5); and

20.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

20.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

20.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with paragraph 20.2.

20.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

20.5. Concerning Communications sent by email:

20.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

20.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

20.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

20.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and

20.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

21. **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.
22. **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.
23. **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.
24. **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.
25. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
26. **Successors and Assigns.** All covenants, Agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.
27. **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.
28. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

29. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.
30. **Rules of Construction.** For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:
- 30.1. Words importing the singular number shall include the plural, and vice versa.
  - 30.2. Words importing a particular gender shall include all genders.
  - 30.3. Where a provision involves two or more items, conditions, provisions or events connected by the conjunction "and," "or" or "either or," the conjunction shall be interpreted as follows: "and" indicates that all the connected terms shall apply; "or" indicates that the connected terms may apply singly or in any combination; and "either or," indicates that only one of the connected terms may apply.
  - 30.4. The word "includes" shall be assumed to be followed by the phrase "without limitation," and therefore shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.
  - 30.5. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement.
  - 30.6. The term "heretofore" shall mean prior to the execution of this Agreement.
31. **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.
32. **Signatures by Facsimile or Digital Execution.** It is the intent and Agreement of the parties hereto that the signatures, initials and handwritten or typewritten modifications to this Agreement shall be as legally binding upon the parties if in the form of a facsimile or digital execution (such as scanning and emailing) as if the original signatures, initials, and modifications were present on the documents in the hands of each party. Neither party shall assert the statute of frauds nor unenforceability or invalidity of this Agreement, or any addendum or modification of this Agreement, because of the use of facsimile or digital copies and not originals in any litigation; both parties simply waive and relinquish any such defense.
33. **Time.**
- 33.1. Time is of the essence of all of the provisions and terms of this Agreement.
  - 33.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.

33.3. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.

33.4. For purposes of this Agreement, "legal holiday" means: (a) the day set aside by paragraph 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on weekend, the Monday after Christmas Day; and (e) any other day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.

34. **Exhibits.**

34.1. All exhibits attached to this Agreement are being incorporated by reference.

34.2. The following exhibits are attached to this Agreement.

34.2.1. Exhibit A – Central Parcel Description.

34.2.2. Exhibit B – Eastern Parcel Description.

34.2.3. Exhibit C – Western Parcel Description.

34.2.4. Exhibit D – Fee Simple Parcels.

34.2.5. Exhibit E – Easement Parcels.

34.2.6. Exhibit F – Conveyance Documents.

34.2.7. Exhibit G – Sketch of Roundabout Parcel.

35. **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.

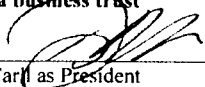
36. **Amendments.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

**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**

**WG One Corp., a Nevada corporation, both  
individually and as Trustee of the Wintergreen  
B.T., a business trust**

By:  4/19/2022  
Don Carl as President


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

By:  4/19/2022  
Don Carl as General Partner

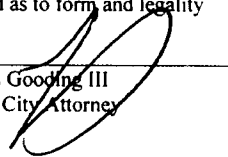
ATTEST:

  
Angel B. Jacobs  
City Clerk

City of Ocala, a Florida municipal corporation

  
Ire J. Bethea, Sr.  
President, Ocala City Council

Approved as to form and legality

  
W. James Gooding III  
Assistant City Attorney

ACCEPTED BY CITY COUNCIL  
April 19, 2022 ba  
DATE

OFFICE OF THE CITY CLERK

**EXHIBIT A  
CENTRAL PARCEL DESCRIPTION**

Marion County Tax Parcel ID # 23320-005-25

SEC 27 TWP 15 RGE 21  
BEGIN AT THE NW COR OF SEC 27 TH N 89-39-53 E 1751.47 FT TO  
THE POB TH N 89-39-53 E 300 FT TH S 00-03-49 E 2659.04 FT  
TH S 89-40-54 W 300 FT TH N 00-02-20 W 2658.44 FT TO THE POB  
EXCEPT ANY PORTION INCLUDED IN THE FOLLOWING DESC PROPERTY:  
BEGIN AT THE NW COR OF SEC 27, TH N 89-41-40 E  
1754.67 FT, TH S 00-01-23 E 1318.42 FT, TH S 90-00-00 E  
295.87 FT, TH S 00-01-23 E 1328.74 FT, TH S 89-40-37 W  
2051.56 FT, TH N 00-07-30 E 273.56 FT, TH N 89-52-36 W  
2638.72 FT, TH N 00-02-37 W 1052.88 FT, TH S 89-49-15 E  
1317.67 FT, TH S 00-03-14 W 662.14 FT, TH S 89-50-10 E  
1322.35 FT, TH N 00-00-54 W 1987.29 FT TO POB



**EXHIBIT B  
EASTERN PARCEL DESCRIPTION**

Marion County Tax Parcel ID # 23812-000-00

SEC 27 TWP 15 RGE 21  
BEG AT NE COR OF NW 1/4 OF SEC 27 TH S 00-01-51 E 1323.03 FT TH S 90 W  
595.17 FT TH N 00-01-51 W 1319.96 FT TH N 89-41-40 E 33 FT TH N 00-04-10 E  
1295.08 FT TH N 89-44-08 E 397.22 FT TH S 00-07-10 W 963.45 FT TH N 89-56-26 E  
165.30 FT TH S 00-00-26 E 330.78 FT TO POB.

**EXHIBIT C  
WESTERN PARCEL DESCRIPTION**

Marion County Tax Parcel ID # 23320-005-03

SEC 27 TWP 15 RGE 21  
COM AT NW COR OF S 1/2 OF SE 1/4 OF SEC 21 TH S 00-27-06 E  
32.55 FT TO POB TH S 89-52-02 E 660.51 FT TH S 00-06-59 W  
1294.05 FT TH S 00-04-57 W 1324.83 FT TH N 89-49-15 W  
656.99 FT TH N 00-02-37 W 1325.18 FT TH N 00-05-22 E  
1293.17 FT TO POB.

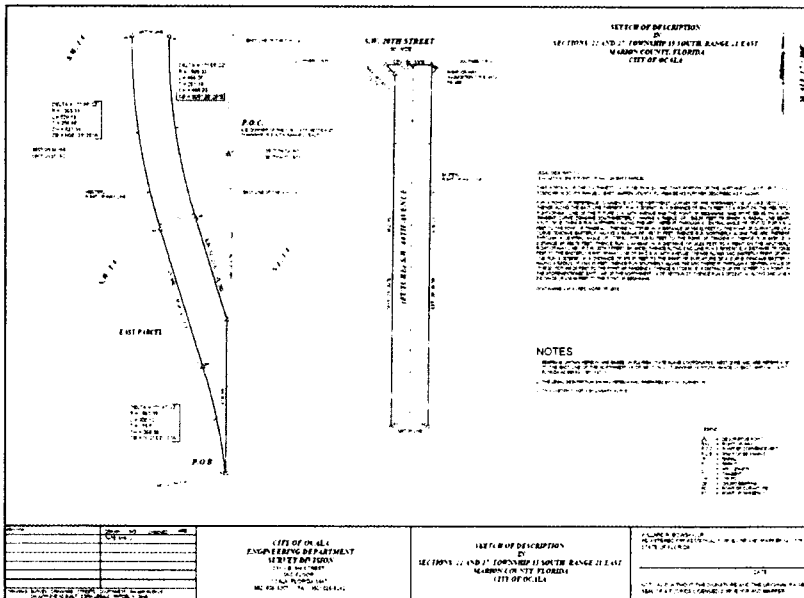
**EXHIBIT D  
FEE SIMPLE PARCELS**

**See attached**

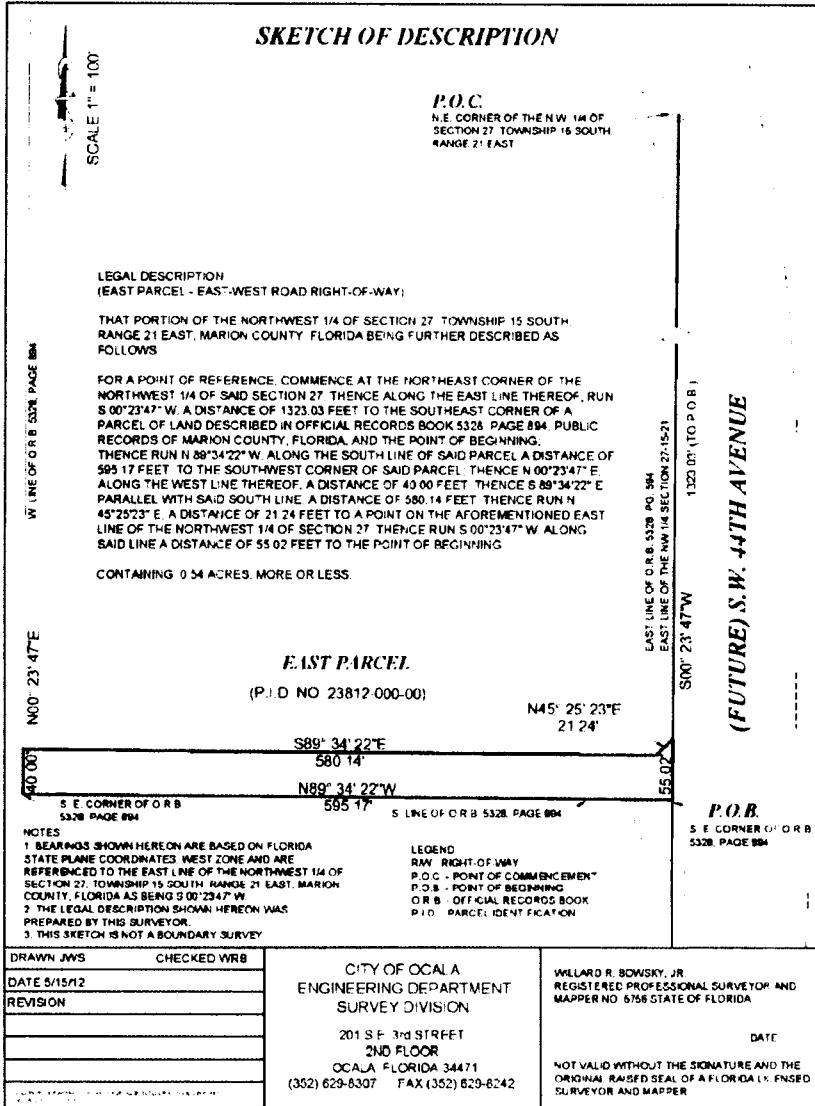
(44th AVE. ROW - EASTERN)

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 22, AND THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

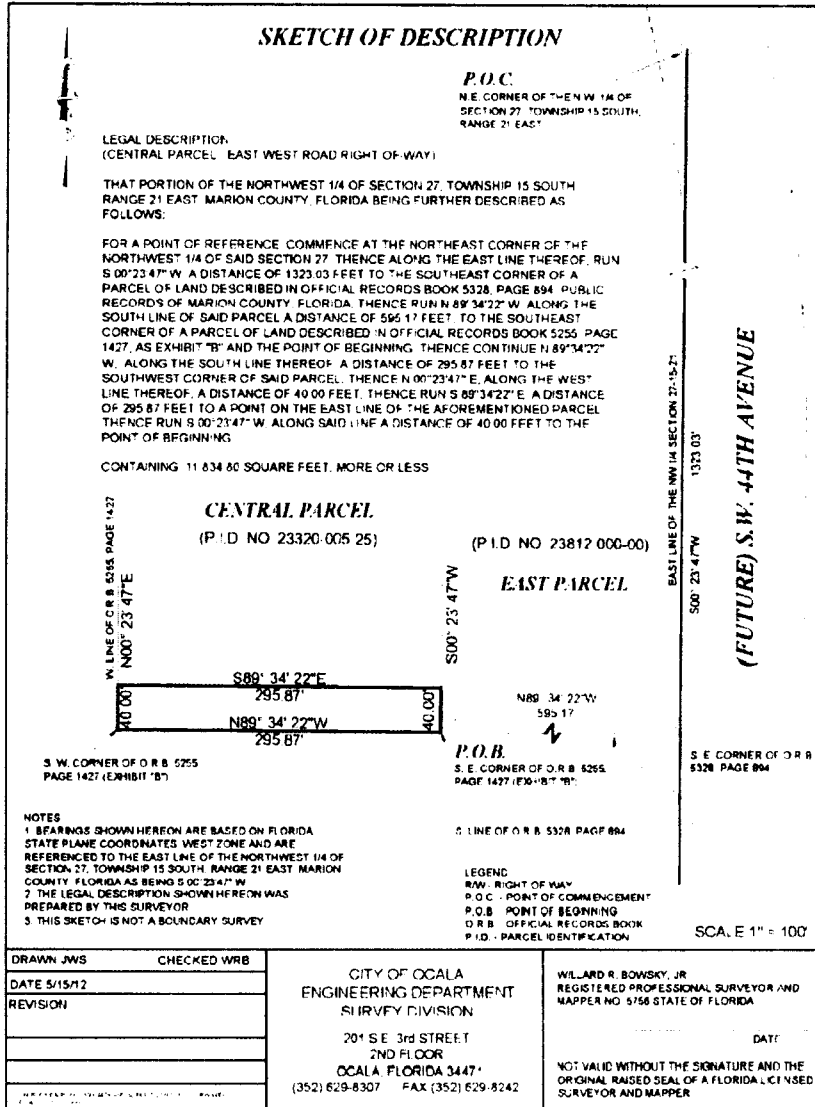
FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 27, THENCE ALONG THE EAST LINE THEREOF, RUN S 00°23'47" W, A DISTANCE OF 864.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE FUTURE S.W. 44TH AVENUE AND THE POINT OF BEGINNING; SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1593.33 FEET TO WHICH A RADIAL LINE BEARS N 83°21'36" E; THENCE RUN NORTHERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 10°47'32" FOR 300.12 FEET TO THE POINT OF TANGENCY; THENCE N 17°25'56" W, A DISTANCE OF 385.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1693.33 FEET, THENCE RUN NORTHERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 17°55'02" FOR 529.53 FEET TO THE POINT OF TANGENCY; THENCE N 00°29'06" E, A DISTANCE OF 952.76 FEET; THENCE RUN N 44°40'43" W, A DISTANCE OF 35.25 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. 20TH STREET (66' WIDE); THENCE ALONG SAID LINE RUN S 89°50'33" E, A DISTANCE OF 125.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID S.W. 44TH AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE RUN S 00°29'06" W, A DISTANCE OF 978.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1593.33 FEET; THENCE RUN SOUTHERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 17°55'02" FOR 498.26 FEET TO THE POINT OF TANGENCY; THENCE S 17°25'56" E, A DISTANCE OF 285.32 FEET TO A POINT ON THE AFOREMENTIONED EAST LINE OF THE NORTHWEST 1/4 OF SECTION 27; THENCE RUN S 00°23'47" W, ALONG SAID LINE A DISTANCE OF 418.66 FEET TO THE POINT OF BEGINNING. CONTAINING 4.48 ACRES, MORE OR LESS.



(EAST-WEST ROAD ROW - EASTERN PARCEL)



(EAST-WEST ROAD ROW - CENTRAL PARCEL)



P:\CITY\Growth Mgt\RG\Conveyance Docs\UG\2nd K\Legals\Carll ROW Legals.docx

**EXHIBIT E  
EASEMENT PARCELS**

**See attached**

**(DRAINAGE EASEMENT)**

**SKETCH OF DESCRIPTION**

LEGAL DESCRIPTION  
(EAST PARCEL DRAINAGE AND INGRESS/EGRESS EASEMENT)

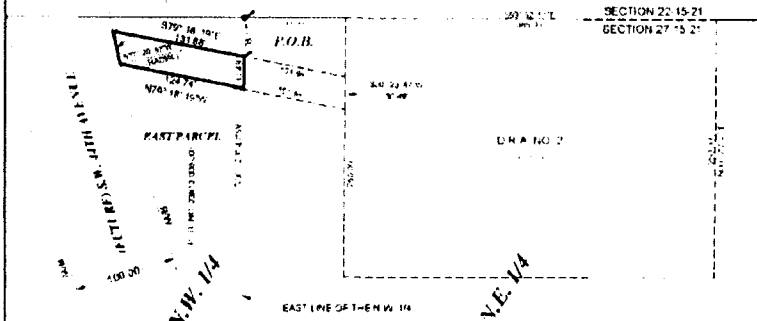
A 30.00 FOOT WIDE STRIP OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 27 TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 27, THENCE ALONG THE EAST LINE THEREOF RUN S 00°23'47" W A DISTANCE OF 30.17 FEET TO POINT OF BEGINNING, THENCE CONTINUE S 00°23'47" W ALONG SAID EAST LINE, A DISTANCE OF 30.49 FEET, THENCE N 79°18'19" W, A DISTANCE OF 124.74 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE FUTURE S.W. 44TH AVENUE, SAID POINT ALSO BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1593.33 FEET TO WHICH A RADIAL LINE BEARS S 77°20'52" W, THENCE NORTH-WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 01°10'12" FOR 32.53 FEET, THENCE DEPARTING SAID LINE RUNS N 79°18'19" E, A DISTANCE OF 131.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,850.59 SQUARE FEET, MORE OR LESS.

DELTA = 1°12'17"  
R = 1593.33  
L = 32.53  
T = 18.27  
CH = 32.53  
CB = N12 04 02 W

P.O.C.



**NOTES**

1. BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATES WEST ZONE AND ARE REFERENCED TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA AS BEING S 00°23'47" W.
2. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THIS SURVEYOR.
3. THIS SKETCH IS NOT A BOUNDARY SURVEY.

**LEGEND**

- R.W. - RIGHT-OF-WAY
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- O.R.B. - OFFICIAL RECORDS BOOK
- P.I.D. - PARCEL IDENTIFICATION

DRAWN JWS	CHECKED WRB
DATE 5/16/12	
REVISION	

CITY OF OCALA  
ENGINEERING DEPARTMENT  
SURVEY DIVISION  
201 S.E. 3RD STREET  
2ND FLOOR  
OCALA, FLORIDA 34471  
(352) 629-8307 FAX (352) 629-8242

WELARD R. BOWDOK, JR.  
REGISTERED PROFESSIONAL SURVEYOR AND  
MAPPER NO. 5764 STATE OF FLORIDA

DATE \_\_\_\_\_  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORENDA LICENSED SURVEYOR AND MAPPER



**GUY ANCHOR EASEMENTS**

**SKETCH OF DESCRIPTION**

IN  
SECTIONS 22 AND 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA

GUYING EASEMENT "A"  
PARCEL I.D. #23812-000-00

LEGAL DESCRIPTION  
GUYING EASEMENT "A"

A 5.00 FOOT WIDE STRIP OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE RUN N 89°45'10" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 234.51 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED SOUTHWEST 44TH AVENUE, SAID POINT ALSO BEING ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1683.33 FEET TO WHICH A RADIAL LINE BEARS S 79°42'37" W, THENCE RUN NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°46'29" FOR 318.44 FEET TO THE POINT OF TANGENCY, THENCE N 00°29'06" E 74.38 FEET TO THE POINT OF BEGINNING, THENCE DEPARTING THE ABOVE SAID WESTERLY RIGHT-OF-WAY LINE RUN S 88°53'07" W 20.00 FEET, THENCE N 00°29'06" E 5.00 FEET, THENCE N 88°53'07" E 20.00 FEET TO THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED SOUTHWEST 44TH AVENUE; THENCE ALONG SAID LINE RUN S 00°29'06" W A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING CONTAINING 100.0 SQ. FT.

GUYING EASEMENT "B"  
PARCEL I.D. #23812-000-00

LEGAL DESCRIPTION  
GUYING EASEMENT "B"

A 5.00 FOOT WIDE STRIP OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE RUN N 89°45'10" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 234.51 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED SOUTHWEST 44TH AVENUE, SAID POINT ALSO BEING ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1683.33 FEET TO WHICH A RADIAL LINE BEARS S 79°42'37" W, THENCE RUN NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°31'17" FOR 192.73 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°10'06" FOR 5.00 FEET, THENCE DEPARTING THE ABOVE SAID WESTERLY RIGHT-OF-WAY LINE RUN S 87°33'00" W 20.00 FEET, THENCE S 03°41'02" E 5.00 FEET, THENCE RUN N 87°33'00" E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING CONTAINING 100.0 SQ. FT.

SHEET 1 OF 5

DRAWN JWS	CHECKED WJR
DATE 7/30/08	
REVISIONS	
DRAWING BARCODE: 20 0802 FOR SKETCHES.DWG	

CITY OF OCALA  
ENGINEERING DEPARTMENT  
SURVEY DIVISION  
405 S.E. OSCEOLA AVENUE  
P.O. BOX 1270 OCALA FLORIDA 34477  
(352) 629-4621 FAX (352) 629-8142

WILLARD R. BLUMSKY, JR.  
REGISTERED PROFESSIONAL SURVEYOR AND  
MAPPER NO. 8754 STATE OF FLORIDA

DATE \_\_\_\_\_  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**SKETCH OF DESCRIPTION**

IN  
SECTIONS 22 AND 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST,  
MARION COUNTY, FLORIDA

GUYING EASEMENT "C"  
PARCEL I.D. #23812-000-00

LEGAL DESCRIPTION  
GUYING EASEMENT "C"

A 5.00 FOOT WIDE STRIP OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 22, AND IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE RUN N 89°45'10" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 234.31 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED SOUTHWEST 44TH AVENUE AND THE POINT OF BEGINNING; SAID POINT ALSO BEING ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1693.33 FEET TO WHICH A RADIAL LINE BEARS S 79°42'37" W; THENCE RUN SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°05'24" FOR 2.66 FEET; THENCE DEPARTING SAID CURVE AND RIGHT-OF-WAY RUN S 79°47'23" W 20.00 FEET; THENCE N 10°17'42" W 5.00 FEET; THENCE N 79°47'23" E ALONG A RADIAL LINE, 20.00 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED SOUTHWEST 44TH AVENUE AND CURVE; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°04'45" FOR 2.34 FEET TO THE POINT OF BEGINNING CONTAINING 100.0 SQ. FT.

GUYING EASEMENT "D"  
PARCEL I.D. #23812-000-00

LEGAL DESCRIPTION  
GUYING EASEMENT "D"

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

COMMENCE AT THE NORTH-EAST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE RUN N 89°45'10" W ALONG THE NORTH LINE OF THE NORTHWEST 1/4 A DISTANCE OF 234.31 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED SOUTHWEST 44TH AVENUE; SAID POINT ALSO BEING ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1693.33 FEET TO WHICH A RADIAL LINE BEARS S 79°42'37" W; THENCE RUN SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°08'54" FOR 211.10 FEET TO THE POINT OF TANGENCY; THENCE S 17°25'56" E 9.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 17°25'56" E 8.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S 74°04'10" W 20.00 FEET; THENCE N 17°25'56" W 5.00 FEET; THENCE RUN N 74°04'10" E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING CONTAINING 100.0 SQ. FT.

Sheet 2 of 3

DRAWN JWS	CHECKED WRB
DATE: 7/30/08	
REVISIONS	
DRAWING SASSBROW_PLOUSE FOR SKETCHES.DWG	

CITY OF OCALA  
ENGINEERING DEPARTMENT  
SURVEY DIVISION  
405 S E OSCEOLA AVENUE  
P.O. BOX 1270 OCALA, FLORIDA 34471  
(352) 628-6721 FAX (352) 628-0242

**SKETCH OF DESCRIPTION**  
 IN  
 SECTIONS 22 AND 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST  
 MARION COUNTY, FLORIDA

GUYING EASEMENT "E"  
 PARCEL I.D. #23812 000-00

LEGAL DESCRIPTION  
 GUYING EASEMENT "E"

A 5.00 FOOT WIDE STRIP OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE RUN S 00°23'47" W ALONG THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 884.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED SOUTHWEST 44TH AVENUE; THENCE CONTINUE S 00°23'47" W ALONG SAID RIGHT-OF-WAY LINE 324.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°23'47" W A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY RUN S 88°53'07" W 20.00 FEET, THENCE N 00°23'47" E 5.00 FEET; THENCE RUN N 88°53'07" E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING CONTAINING 100.0 SQ. FT.

SHEET 3 OF 3

DRAWN JMS	CHECKED WRB
DATE 7/30/09	
REVISIONS	
DRAWING BARCROWT_JO_ORU/F FOR SKETCHES.DWG	

CITY OF OCALA  
 ENGINEERING DEPARTMENT  
 SURVEY DIVISION  
 405 S E OSCEOLA AVENUE  
 P.O. BOX 1270 OCALA FLORIDA 34471  
 (352) 679-8521 FAX (352) 679-8242

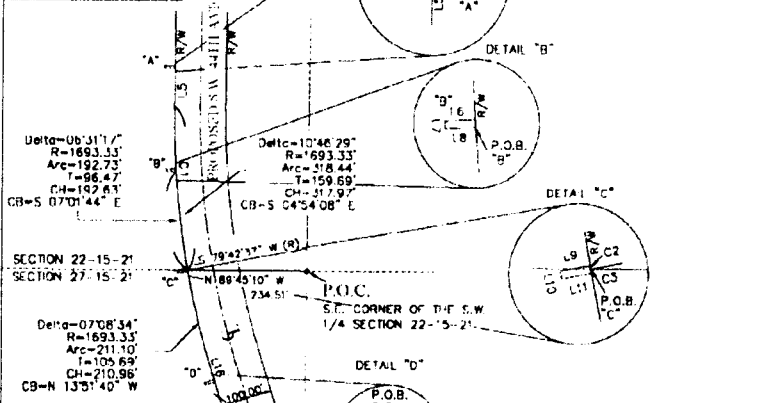
SKETCH OF DESCRIPTION

LEGEND  
 P.O.C. = POINT OF COMMENCEMENT  
 P.O.B. = POINT OF BEGINNING  
 C = CENTERLINE  
 R = RADIUS  
 T = TANGENT  
 CH = CHORD  
 CB = CHORD BEARING  
 (N) = HALF  
 R/W = RIGHT-OF-WAY  
 ORB = OFFICIAL RECORD BOOK

IN SECTIONS 22 AND 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST  
 MARION COUNTY, FLORIDA



PARCEL # 23812-000-00



PARCEL # 23812-005-00  
 OWNER: ROBERT FRIEDMAN

NUMBER	DIRECTION	DISTANCE
1	S 88°31'02" W	250.00
2	S 88°31'02" W	250.00
3	S 88°31'02" W	250.00
4	S 88°31'02" W	250.00
5	S 88°31'02" W	250.00
6	S 88°31'02" W	250.00
7	S 88°31'02" W	250.00
8	S 88°31'02" W	250.00
9	S 88°31'02" W	250.00
10	S 88°31'02" W	250.00
11	S 88°31'02" W	250.00
12	S 88°31'02" W	250.00
13	S 88°31'02" W	250.00
14	S 88°31'02" W	250.00
15	S 88°31'02" W	250.00
16	S 88°31'02" W	250.00
17	S 88°31'02" W	250.00
18	S 88°31'02" W	250.00
19	S 88°31'02" W	250.00
20	S 88°31'02" W	250.00
21	S 88°31'02" W	250.00
22	S 88°31'02" W	250.00
23	S 88°31'02" W	250.00
24	S 88°31'02" W	250.00
25	S 88°31'02" W	250.00
26	S 88°31'02" W	250.00
27	S 88°31'02" W	250.00
28	S 88°31'02" W	250.00
29	S 88°31'02" W	250.00
30	S 88°31'02" W	250.00

1. BEARINGS SHOWN HEREON ARE ASSUMED AND ARE REFERENCED TO THE SOUTH LINE OF THE SW 1/4 OF SECTION 22 AS BEING N89°43'10"W.  
 2. THIS IS NOT A BOUNDARY SURVEY

NUMBER	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	00°10'08"	1693.33	5.00	2.50	5.00	N 03°41'02" W
C2	00°04'45"	1693.33	2.34	1.17	2.34	S 10°19'00" E
C3	00°05'24"	1693.33	2.66	1.33	2.66	S 10°20'05" E

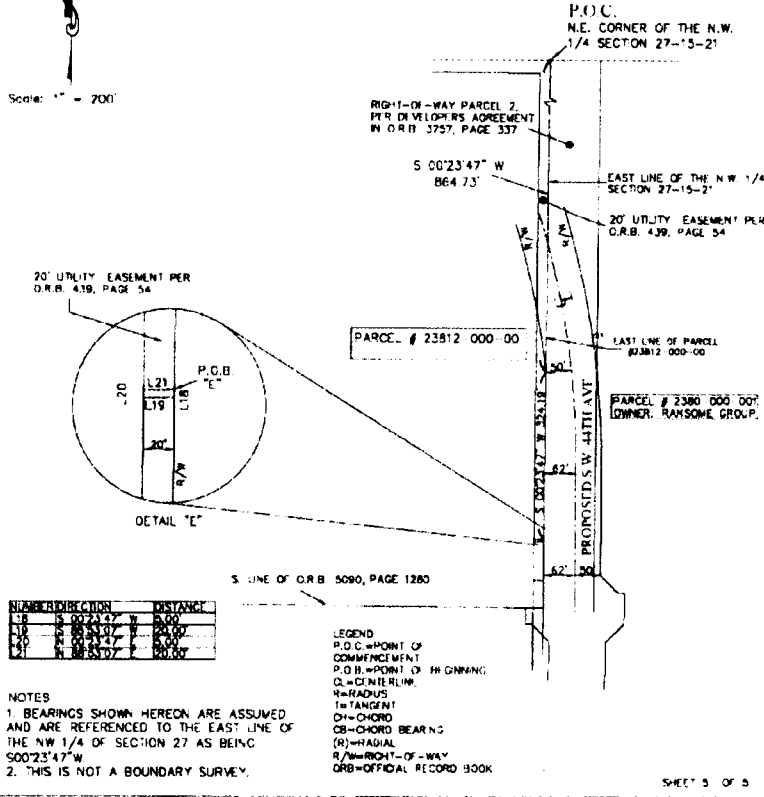
SHEET 4 OF 5

DRAWN JWS CHECKED WRB  
 DATE 7/30/09  
 REVISIONS  
 DRAWING BARROW 20 ORB/C FOR SKETCHES.DWG

CITY OF OCALA  
 ENGINEERING DEPARTMENT  
 SURVEY DIVISION  
 405 S.E. OSCEOLA AVENUE  
 P.O. BOX 1270 OCALA FLORIDA 34447  
 (352) 629-8221 FAX (352) 629-8242

**SKETCH OF DESCRIPTION**

IN  
SECTIONS 26 AND 27, TOWNSHIP 5 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA



DRAWN JWS	CHECKED WRB
DATE 7/30/09	
REVISIONS	
DRAWING LABORATORY 20 DRIVE FOR SKETCHES.DWG	

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

**TREE TRIMMING EASEMENT**

**SKETCH OF DESCRIPTION**

IN  
SECTIONS 22 AND 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST,  
MARION COUNTY, FLORIDA

TREE TRIMMING EASEMENT  
PARCEL I.D. #23812-000-00

**LEGAL DESCRIPTION**

A 10.00 FOOT WIDE STRIP OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 22 AND IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE RUN N 89°45'10" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 234.51 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED SOUTHWEST 44TH AVENUE AND THE POINT OF BEGINNING; SAID POINT ALSO BEING ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1693.33 FEET TO WHICH A RADIAL LINE BEARS S 79°42'37" W; THENCE RUN SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 0°08'33" FOR 211.10 FEET TO THE POINT OF TANGENCY; THENCE S 17°25'56" E 385.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1593.33 FEET; THENCE SOUTHERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 10°47'32" FOR 300.12 FEET; THENCE RUN S 00°23'47" W 458.26 FEET TO THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 5090, PAGE 1280, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, THENCE N 89°34'41" W ALONG SAID LINE 10.00 FEET TO A POINT ON A LINE THAT IS 10.00 FEET WEST OF (BY PERPENDICULAR MEASURE) THE ABOVE SAID WESTERLY RIGHT OF WAY LINE; THENCE ALONG SAID LINE RUN N 00°23'47" E 457.64 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1583.33 FEET, TO WHICH A RADIAL LINE BEARS N 83°20'16" E; THENCE NORTHWESTERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 10°46'12" FOR 297.62 FEET TO THE END OF SAID CURVE; THENCE RUN N 17°25'56" W 385.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1703.33 FEET; THENCE RUN NORTHERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 17°55'02" FOR 532.66 FEET TO THE POINT OF TANGENCY; THENCE N 00°29'06" E 962.65 FEET; THENCE DEPARTING SAID LINE RUN S 43°48'53" E 14.33 FEET TO THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED SOUTHWEST 44TH AVENUE; THENCE ALONG SAID LINE RUN S 00°29'06" W 952.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1693.33 FEET; THENCE RUN SOUTHERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 10°46'29" FOR 318.44 FEET TO THE POINT OF BEGINNING.  
CONTAINING 28,309.56 SQ. FT.

SHEET 1 OF 3

DRAWN JMS	CHECKED WRB
DATE 7/27/09	
REVISIONS	
DRAWING NUMBER 26	ORIGIN FOR DETCHES/DWG

CITY OF OCALA  
ENGINEERING DEPARTMENT  
SURVEY DIVISION  
405 S.E. OSCEOLA AVENUE  
P.O. BOX 1270 OCALA FLORIDA 34471  
(352) 629-8221 FAX (352) 629-8242

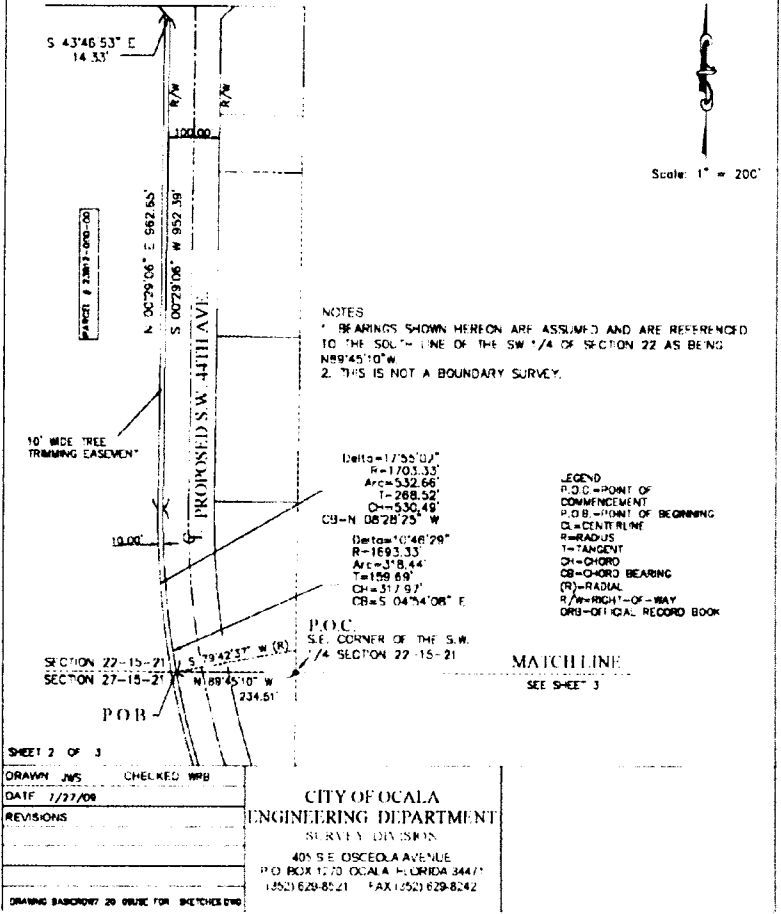
WILLARD P. BONASKY, JR.  
REGISTERED PROFESSIONAL SURVEYOR AND  
MAPPER NO. 8754 STATE OF FLORIDA

DATE \_\_\_\_\_  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SKETCH OF DESCRIPTION

IN  
SECTIONS 22 AND 27, TOWNSHIP 5 SOUTH, RANGE 11 EAST  
MARION COUNTY, FLORIDA

S W 20TH STREET



SHEET 2 OF 3

DRAWN	JMS	CHECKED	WRB
DATE	1/27/08		
REVISIONS			
DRAWING BASED UPON 20 0816 FOR SKECHES 070			

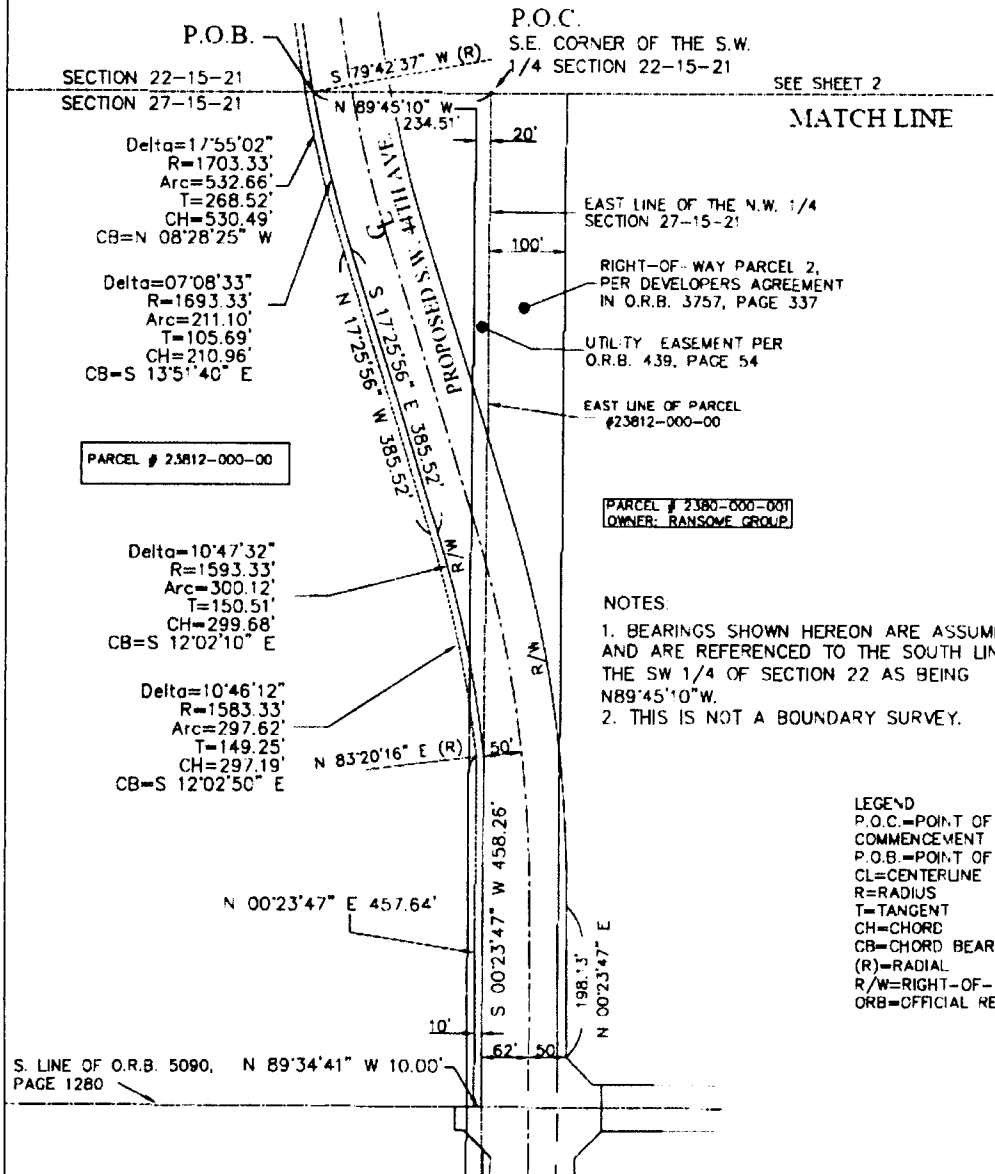
CITY OF OCALA  
 ENGINEERING DEPARTMENT  
 SURVEY DIVISION  
 405 SE OSCEOLA AVENUE  
 P.O. BOX 1170 OCALA, FLORIDA 34477  
 (352) 629-8521 FAX (352) 629-8242

P:\CITY\Growth Mgt\RGR\Conveyance Docs\UG\2nd KVL\egals\Carl Easement legals.docx

# SKETCH OF DESCRIPTION

IN  
SECTIONS 22 AND 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA

Scale: 1" = 200'



SHEET 3 OF 3

DRAWN: JWS	CHECKED WRB
DATE: 7/27/09	
REVISIONS	
DRAWING BASICROW7_20_09USE FOR SKETCHES.DWG	

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

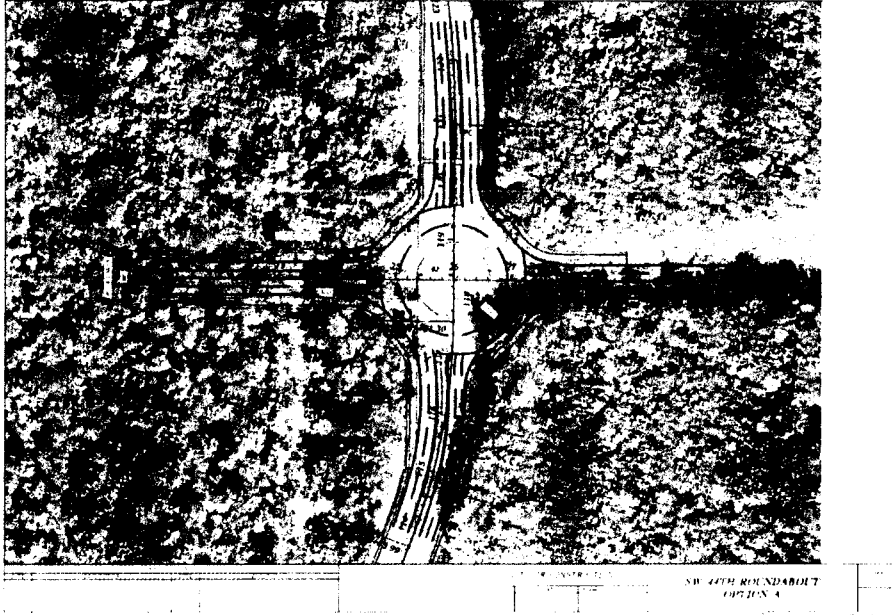


**EXHIBIT F  
CONVEYANCE DOCS**

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

	<b>Exhibit</b>	<b>Document</b>
1.	N-1 – 44th ROW – Eastern Parcel	Special Warranty Deed from WG to City - 44th Avenue ROW (Eastern Parcel)
2.	N-2 – WG – E/W Road Eastern Parcel	Special Warranty Deed from WG to City - East-West Road ROW (Eastern Parcel)
3.	N-3 – CG East/West Central Parcel	Special Warranty Deed from CG to City - East-West Road ROW (Central Parcel)
4.	N-6 – WG Drainage Easement	Form - Drainage (Drainage Easement) Easement (Eastern Parcel) by WG
5.	N-7 – WG – Guy Wire Easement	Form - 44th Avenue Guy Wire Easement (Eastern Parcel) by WG
6.	N-8 – WG – Tree Trimming Easement	Form - 44th Avenue Tree Trimming Easement (Eastern Parcel) by WG

**EXHIBIT G  
SKETCH OF ROUNDABOUT PARCEL**



P:\CITY\Growth Mgt\RG\Carl\Contract\Property Donation Agreement 4-13-22 Rev.docx