

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

DAMIAN GUTHRIE, REBECCA
GUTHRIE and DON LOVE

Case No.: 22-2166GM
Agency Case No.: 22-2ESR

Petitioners; and

SAVE OUR RURAL AREAS INC.,

Intervenor

v.

MARION COUNTY, FLORIDA,

Respondent; and

GOLDEN OCALA EQUESTRIAN
LAND, LLC,

Intervenor
_____ /

JOINT STIPULATION OF DISMISSAL

Petitioners, Damian Guthrie (“Guthrie”) and Don Love (“Love”), Intervenor, Save Our Rural Areas, Inc. (“Intervenor SORA” or “SORA”), Respondent, Marion County, Florida (“Respondent” or “County”) and Intervenor, Golden Ocala Equestrian Land, L.L.C. (“Intervenor GOEL” or “GOEL”), hereby:

1. Advise the Administrative Law Judge that they have settled this proceeding (and a related proceeding) pursuant to the attached Settlement Agreement.
2. Stipulate and agree to the dismissal of this proceeding with prejudice and with each party to bear its own respective costs and attorneys’ fees.
3. Move for entry of an order:

- a. Cancelling the Final Hearing scheduled for March 22, 2023 and March 23, 2023.
- b. Closing the file of the Division of Administrative Hearings concerning this matter.
- c. Relinquishing jurisdiction to the Department of Economic Opportunity to issue an appropriate order.

WHEREFORE, Petitioners, County and Intervenors stipulate and agree as to the above and request the Administrative Law Judge to enter its order as set forth above.

GOODING & BATSEL, PLLC

/s/ W. James Gooding III /s/

W. James Gooding III, Esquire
1531 SE 36th Avenue
Ocala, Florida 34471
Telephone (352) 579-1290
Facsimile (352) 579-1289
Email: jgooding@lawyersocala.com
Florida Bar No: 355771
Attorneys for GOEL

/s/ Ralf Brooks /s/

RALF BROOKES ATTORNEY
Florida Bar No.: 0778362
1217 E. Cape Coral Parkway, #107
Cape Coral, Florida 33904-9604
Telephone (239) 910-5464
Facsimile (866) 341-6086
Email: ralf@RalfBrookesattorney.com
Attorneys for Petitioners

MATTHEW G. MINTER
COUNTY ATTORNEY

/s/Matthew G. Minter /s/

Matthew G. Minter, Esquire
Florida Bar # 298719
Attorney for Respondent Marion County
601 SE 25th Avenue
Ocala, Florida 34471
Telephone: (352) 438-2330
Fax: (352) 438-2331
E-mail: matthew.minter@marionfl.org
donnita.martin@marionfl.org
Attorneys for Respondent

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished as follows this March 17, 2023, to:

- By electronic email to:
 - Ralf Brookes, Esq. (ralf@ralfbrookesattorney.com;
ralfbrookes@gmail.com) (Attorney for Petitioner);
 - Matthew G. Minter, Esq. (matthew.minter@marionfl.org; and
donnita.martin@marionfl.org) (Attorneys for Respondent).

GOODING & BATSEL, PLLC

/s/ W. James Gooding III /s/

W. James Gooding III, Esquire
1531 SE 36th Avenue
Ocala, Florida 34471
Telephone (352) 579-1290
Facsimile (352) 579-1289
Primary Email Address:
jgooding@lawyersocala.com
Florida Bar No: 355771
Attorneys for GOEL

SETTLEMENT AGREEMENT

See attached.

P:\JG\RLR\JC 2022 Challenges\DOAH\Pleadings\Drafts\Joint Stip Dismissal with Settlement K attached.docx

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered and effective March 7, 2023 (even though it may be executed at a later date), by and between:

- The following (collectively “Petitioners”):
 - Save Our Rural Areas Inc., a Florida not for profit corporation (“SORA”).
 - Damian Guthrie and Rebecca Guthrie (individually and collectively, “Guthrie”).
 - Don Love.
 - Michael Robinson and Jacki Robinson.
 - Jennifer Hale.
 - Karen E. Courchaine.
- Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company (“Owner”); and
- Marion County, Florida, a political subdivision of the State of Florida (“County”).

WHEREAS:

- A. Owner is the owner of real property (“Property”) located in Marion County and described in the attached **Exhibit A**.
- B. On or about June 21, 2022, County approved the following (the “County Approvals”) concerning the Property.
 - 1). Ordinances 22-25 and 22-26 which approved amendments (the “Comprehensive Plan Amendments”) to the Marion County Comprehensive Plan.
 - 2). Ordinance 22-27 which approved the rezoning (the “Rezoning”) of the Property to a Planned Unit Development (“PUD”).
- C. Certain of Petitioners thereafter instituted an Administrative Proceeding challenging the Comprehensive Plan Amendments (the “DOAH Proceeding”). Such DOAH Proceeding was filed with the State of Florida Division of Administrative Hearings, and was assigned DOAH Case No.: 22-2166-GM.
- D. All Petitioners filed a Petition for Writ of Certiorari (the “Cert Proceeding”) challenging the Rezoning. The Cert Proceeding was filed in Circuit Court in Marion County, Florida, and assigned Case NO.: 22-CA-001463AX.
- E. Petitioners, Owner and County have settled all disputes between them concerning the County Approvals, which settlement will resolve the DOAH Proceeding and the Cert Proceeding.
- F. The parties desire to enter into this Agreement to evidence their settlement.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Uses of Property.

- 1.1. Owner shall not utilize the Property, or any portion thereof, for the following uses:
 - 1.1.1. Car shows.
 - 1.1.2. Concerts or music festivals.
 - 1.1.3. Gasoline station.
 - 1.1.4. Stand-alone events involving driving of motorized vehicles; by way of illustration, the Property may not be used as an event involving racing of off-road vehicles.
- 1.2. Petitioners acknowledge that the following uses are permitted on the Property, and shall not object to such use: the uses of the polo field or the eventing trails for equine or non-equine amateur sports events including, without limitation, soccer, cross-country racing and lacrosse. (This paragraph does not include all uses allowed on the Property.)

2. Property Near Southeastern Parcels.

- 2.1. Guthrie owns property contiguous to the Property with Marion County Tax Parcel 03192-001-00 (the “Guthrie Parcel”). Further, adjacent to the Guthrie Parcel is a parcel with Marion County Tax Parcel ID No.: 03192-002-00. Both such parcels (collectively the “Southeastern Parcels”) are described in the attached **Exhibit B**.
- 2.2. Notwithstanding the Concept Plan that was approved pursuant to the Rezoning, Owner shall, along the boundary between the Property and the northern boundary of the Southeastern Parcels:
 - 2.2.1. Not develop any lots less than six (6) acres in size; and
 - 2.2.2. Provide a “Type C” buffer pursuant to Section 6.8.6 of the County Land Development Code (instead of the “Type E Buffer” approved on the Concept Plan).
- 2.3. Notwithstanding the Concept Plan that was approved pursuant to the Rezoning, Owner shall, along the boundary between the Property and the western boundary of the Guthrie Parcel, provide a “Type C” buffer pursuant to Section 6.8.6 of the County Land Development Code (instead of the “Type E Buffer” approved on the Concept Plan).

3. Water and Sewer Plant. If Owner is required to construct water and sewer facilities on the Property:

- 3.1. Owner shall not, except as set forth in paragraph 3.2 construct improvements associated with such facilities closer than 1,200 feet to the western boundary of the Guthrie Parcel.
- 3.2. Notwithstanding paragraph 3.1, the following improvements may be located within such 1,200 feet:

- 3.2.1. Below-ground improvements such as wells, water or sewer mains and lines, and similar items water and sewer facilities; and
- 3.2.2. Rapid infiltration basins and spray irrigation systems, provided that they are located no closer than 500 feet to the western boundary of the Guthrie Parcel

4. **Lighting; Sign.**

- 4.1. Developer shall comply with the following condition imposed by County in connection with the Rezoning:

All facility lights shall be aimed toward the subject property and shielded to minimize glare and light trespass onto adjacent agricultural/residential properties as required by the LDC, and no LDC waivers for such requirements may be authorized.

- 4.2. Attached hereto as **Exhibit C** is the entrance sign set forth on the approved Concept Plan for the Property. Owner shall redesign the entrance sign to the Property to minimize ground illumination by using LED or internal lighting for the horse-head WEC logo on the top of the sign (as well as other features of the sign which are required by the Concept Plan to use LED or internal lighting).
- 5. **Manure.** Owner shall not dispose, on the Property, horse manure generated by horses participating in equestrian events. This shall not obligate Owner, however, to remove any manure left by horses on the equestrian trails.
- 6. **Reconstruction of Existing Clubhouse.** Petitioners do not and shall not object to Owner demolishing and reconstructing the existing clubhouse on the Property, pursuant to provisions in Owner’s proposed Master Plan to be reviewed by the County Commission as set forth in paragraph 14.3 of the conditions adopted by County in connection with the Rezoning.
- 7. **Cultural Resource Assessment Survey.**
 - 7.1. Owner caused a Phase I Cultural Resource Assessment Survey (the “CRAS”), to be performed by SEARCH, Inc., a Florida corporation entitled *Phase I Cultural Resource Assessment Survey of the Ocala Jockey Club Property, Marion County, Florida*.
 - 7.2. The CRAS recommended “avoidance or additional archeological testing” at Sites 8MR04410, 8MR04411, and 8MR04422 (collectively, the “Avoidance Sites”) to assess their eligibility for listing in the National Register of Historic Places (“NRHP”).
 - 7.3. In connection with its development with the Property, Owner shall comply with the CRAS recommendation by either avoiding development in the Avoidance Sites or conducting additional archeological testing to assess the eligibility of the Avoidance Sites for listing in the NRHP.
- 8. **No Objection by Petitioners.** Provided that Owner develops the Property consistent with the current County Approvals, as modified or supplemented by this Agreement, and does not violate this Agreement, Petitioners shall not oppose or object to such development, or encourage others to so oppose or object.

9. **Settlement.**

- 9.1. This Agreement was entered into by the parties to resolve the existing disputes concerning the County Approvals.
- 9.2. Nothing set forth in this Agreement shall be deemed an admission or acknowledgment by any party that its actions in connection with the County Approvals, the DOAH Proceeding or the Cert Proceeding were not taken in good faith and in reliance on existing law.
- 9.3. Without limiting the foregoing, SORA states that its execution of this Settlement Agreement, and the settlement of the DOAH Proceeding and Cert Proceeding arising hereunder, shall not constitute a precedent for any acceptance by SORA of development in the Farmland Preservation Area or of development of the Property in any manner other than as set forth in the Comprehensive Plan Amendments, Rezoning and this Agreement.

10. **Dismissal of Proceedings.** Upon the execution of this Agreement by the last of the parties hereto, the parties shall file and serve the following:

- 10.1. Joint Stipulation of Dismissal in the DOAH Proceeding pursuant to which they stipulate to the dismissal of the DOAH Proceeding with each party to bear its own costs and attorneys' fees.
- 10.2. Joint Stipulation of Dismissal in the Cert Proceeding pursuant to which they stipulate to the dismissal of the Cert Proceeding with each party to bear its own costs and attorneys' fees.

11. **Future Changes.**

- 11.1. Petitioners acknowledge and agree that Owner's development of the Property is presently uncertain and that certain of the provisions of this Agreement may no longer be necessary or appropriate in future years.
- 11.2. If Owner's plans change such that Owner no longer wishes to be bound by the provisions of paragraph 1.1 of this Agreement, Owner may revise such paragraph by further amending the County Comprehensive Plan and the Property's PUD rezoning to specifically permit development and use of the Property contrary to paragraph 1.1.
- 11.3. If Owner does so:
 - 11.3.1. It shall, at least one (1) month prior to submitting applications to amend the County Comprehensive Plan or the Property's PUD rezoning under paragraph 11.2, provide notice, by U.S. Mail, certified mail, return receipt requested:
 - a. To each individual Petitioner using the address of each Petitioner set forth below such Petitioner's signature line in this Agreement, or if the mail is returned, to the address of each Petitioner set forth on the Webpage of the Marion County Property Appraiser for the property owned by Petitioner as identified in the DOAH Proceeding and Cert Proceeding.

- b. To SORA at the address set forth below SORA's signature line in this Agreement, or if the mail is returned, to the address of SORA on www.sunbiz.org.
- c. To Ralf Brookes, counsel for Petitioners, at the telephone number, mailing and email addresses of such attorney set forth on the Webpage of The Florida Bar.

11.3.2. The burden shall be on Owner to show why such provisions should be revised.

11.3.3. Petitioners shall be free to challenge Owner's request to change such provisions.

11.4. Owner may not seek to revise paragraph 1.1 within seven (7) years of the date of this Agreement.

- 12. **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.
- 13. **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.
- 14. **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.
- 15. **Attorney's Fees.** Each party or parties shall pay for its or their own costs and attorney's fees to enforce this Agreement.
- 16. **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.

17. **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.
18. **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.
19. **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.
20. **Language.** Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.
21. **Exhibits.** Any exhibits attached to this Agreement shall, by this reference, be incorporated into this Agreement.
22. **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.
23. **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.
24. **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.

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SIGNATURES START ON NEXT PAGE**

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

PETITIONERS

Save Our Rural Areas Inc., a Florida not for profit corporation

DocuSigned by: Tim Gant DIRECTOR/PRESIDENT Save Our Rural Areas, Inc. 486F00BBC9054F7... Timothy E. Gant as President, as authorized by SORA's Board of Directors

Address: 3/14/2023 P.O. Box 275 Micanopy, Florida 32667

Date: DocuSigned by: Don Love 7E01EB33EB854EC... Don Love

Address: 6700 CR 225 Reddick, Florida 32686 Date: 3/13/2023

DocuSigned by: Jennifer Hale 00C46A2DEED24F8... Jennifer Hale

Address: 9440 NW 193rd Street Reddick, Florida 32686 Date: 3/13/2023

DocuSigned by: Karen Courchaine 3080766F177F41E... Karen E. Courchaine

Address: 8585 W. Highway 318 Reddick, Florida 32686 Date: 3/13/2023

DocuSigned by: Damian Guthrie 2F5B291A8661469... Damian Guthrie

Address: 17000 & 17004 West Highway CR 225 Reddick, Florida 32686

Date: 3/13/2023

DocuSigned by: Rebecca Guthrie A26A3C44PA64460... Rebecca Guthrie

Address: 17000 & 17004 West Highway CR 225 Reddick, Florida 32686 Date: 3/13/2023

DocuSigned by: Glen Michael Robinson 21F5DCE846B34FC... Michael Robinson

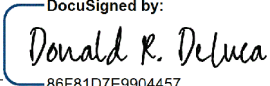
Address: 8713 NW 181 Street Reddick, Florida 32686 Date: 3/13/2023

DocuSigned by: Jacqueline L. Robinson 058F246B81B549B... Jacki Robinson

Address: 8713 NW 181 Street Reddick, Florida 32686 Date: 3/14/2023

OWNER

Golden Ocala Equestrian Land, L.L.C., an Ohio
limited liability company

By:  _____
Donald R. DeLuca as Vice President of Legal

Address:

Date: 3/14/2023 | 5:58 AM PDT _____

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: Michelle Stone
Michelle Stone as Vice Chair

Date: 3/17/2023 | 11:59 AM EDT

ATTEST:

Gregory C. Harrell
Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

Matthew Guy Minter
Matthew Guy Minter, County Attorney

EXHIBIT A PROPERTY

THE EAST 1/2 OF SECTION 35, A PORTION OF SECTION 36, TOWNSHIP 12 SOUTH, RANGE 20 EAST, AND A PORTION OF SECTION 31, TOWNSHIP 12 SOUTH, RANGE 21 EAST, ALL BEING IN MARION COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGIN AT THE S.E. CORNER OF THE EAST 1/2 OF SAID SECTION 35; THENCE S85°48'28"W, ALONG THE SOUTH LINE OF THE EAST 1/2 OF SAID SECTION 35, A DISTANCE OF 2653.51 FEET TO THE S.W. CORNER OF SAID EAST 1/2 OF SECTION 35; THENCE DEPARTING SAID SOUTH LINE, PROCEED N00°11'10"W, ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 5272.08 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST HIGHWAY 318 (WIDTH VARIES); THENCE DEPARTING SAID WEST LINE, PROCEED N85°53'24"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 2639.12 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 36; THENCE S00°20'22"E, ALONG SAID WEST LINE AND ALONG A DEVIATION IN SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 7.02 FEET TO THE NORTHWEST CORNER OF OCALA JOCKEY CLUB, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK U, PAGES 38 THROUGH 43, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY AND THE NORTH BOUNDARY OF SAID OCALA JOCKEY CLUB, N85°52'19"E, 2637.45 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID OCALA JOCKEY CLUB; THENCE DEPARTING SAID NORTH BOUNDARY OF OCALA JOCKEY CLUB, PROCEED N00°26'20"W, ALONG SAID EAST LINE AND A DEVIATION IN SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 7.01 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED N85°52'16"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1711.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 1403.99 FEET AND A CENTRAL ANGLE OF 40°16'59";

THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 987.11 FEET (CHORD BEARING AND DISTANCE OF S73°55'54"E, 966.90 FEET) TO A POINT ON THE EAST LINE OF AFORESAID SECTION 36; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, PROCEED S00°42'20"E ALONG SAID EAST LINE, A DISTANCE OF 2280.34 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF AFORESAID SECTION 31; THENCE DEPARTING SAID EAST LINE, PROCEED N89°55'51"E ALONG SAID NORTH LINE, A DISTANCE OF 1981.02 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF N.W. HIGHWAY 225 (100 FEET WIDE); THENCE DEPARTING SAID NORTH LINE, PROCEED S22°43'02"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1499.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WEST, HAVING A RADIUS OF 1801.21 FEET AND A CENTRAL ANGLE OF 18°23'25"; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 578.13 FEET (CHORD BEARING AND DISTANCE OF S13°22'41"E, 575.65 FEET); THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, PROCEED S89°59'20"W, 1364.05 FEET TO A POINT ON THE EAST LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 31; THENCE S00°12'15"W ALONG SAID EAST LINE, A DISTANCE OF 38.15 FEET TO THE S.E. CORNER OF THE NORTH 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, PROCEED N89°55'10"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 31, A DISTANCE OF 1318.18 FEET TO THE S.W. CORNER OF THE NORTH 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, PROCEED S00°19'15"E, ALONG THE EAST LINE OF AFORESAID SECTION 36, A DISTANCE OF 665.74 FEET TO THE S.E. CORNER OF SAID SECTION 36; THENCE

DEPARTING SAID EAST LINE, PROCEED S85°47'27"W, ALONG THE SOUTH LINE OF THE EAST 1/2 OF SAID SECTION 36, A DISTANCE OF 2646.15 FEET TO THE S.W. CORNER OF THE EAST 1/2 OF SAID SECTION 36; THENCE S85°46'46"W, ALONG THE SOUTH LINE OF THE WEST 1/2 OF SAID SECTION 36, A DISTANCE OF 2.05 FEET; THENCE DEPARTING SAID SOUTH LINE, PROCEED ALONG THE BOUNDARY OF OCALA JOCKEY CLUB REPLAT OF TRACT 'A', ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK V, PAGE 40 AND ALSO THE BOUNDARY OF OCALA JOCKEY CLUB REPLAT OF TRACT 'B', ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 11, PAGE 170, BOTH BEING RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: (1) THENCE N00°29'44"W, 50.08 FEET; (2) THENCE S85°38'59"W, 79.21 FEET; (3) THENCE N00°23'51"W, 387.75 FEET; (4) THENCE S83°44'22"W, 338.86 FEET; (5) THENCE N33°56'29"W, 427.44 FEET; (6) THENCE N29°50'01"W, 295.06 FEET; (7) THENCE S60°23'54"W, 165.98 FEET; (8) THENCE N29°36'18"W, 240.03 FEET; (9) THENCE N03°34'17"W, 261.87 FEET; (10) THENCE S86°27'21"W, 351.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 460.00 FEET AND A CENTRAL ANGLE OF 35°29'02"; (11) THENCE WESTERLY ALONG THE ARC OF SAID CURVE 284.88 FEET (CHORD BEARING AND DISTANCE OF S68°41'40"W, 280.35 FEET); (12) THENCE S10°25'29"E, 162.22 FEET; (13) THENCE S13°22'17"W, 310.00 FEET; (14) THENCE S28°40'29"E, 590.00 FEET; (15) THENCE S56°55'57"E, 390.58 FEET; (16) THENCE S07°44'01"E, 161.06 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE WEST 1/2 OF SAID SECTION 36; THENCE S85°46'46"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1536.42 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B
SOUTHEASTERN PARCELS**

Marion County Property ID No.: 03192-001-00, described as follows:

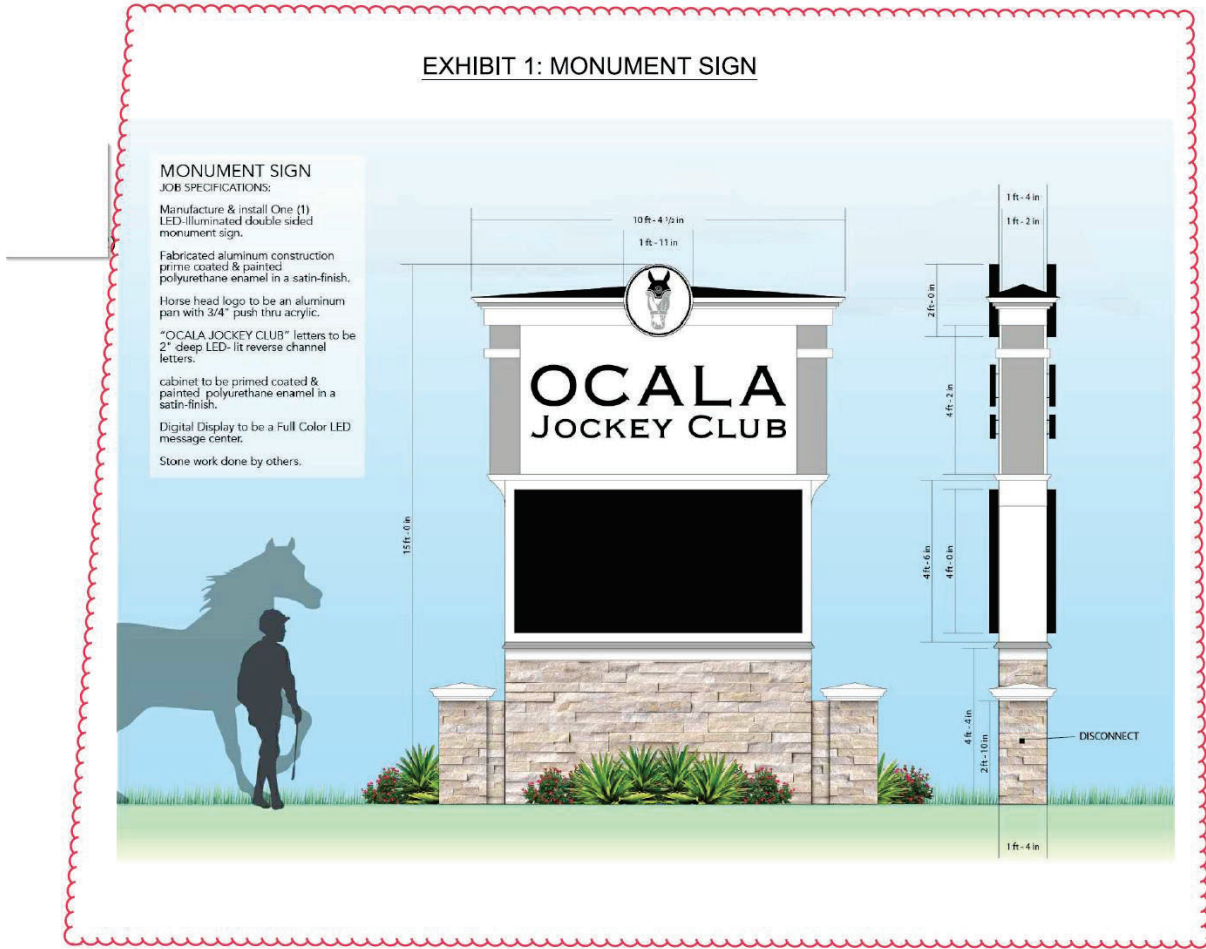
SEC 31 TWP 12 RGE 21
COM SW COR OF SECTION 31 N 00-38-05 W 659.99 FT N 89-41-58
E 1323.18 FT TO NE COR OF S 1/2 OF SW 1/4 OF SW 1/4 S
00-22-54 E 600.64 FT TO A PT THAT IS 60 FT N OF S BDY OF
SECTION 31 N 89-43-41 E 60 FT N OF & PARALLEL WITH S BDY
1353.64 FT TO W ROW OF 225 S 01-30-31 W 60.03 FT S 89-43-41
W 2671.93 FT TO POB

Marion County Property ID No.: 03192-002-00, as described as follows:

SEC 31 TWP 12 RGE 21
COM SW COR OF SEC 31 THENCE N 00-38-05 W ALG W BDY OF SW 1/4
659.99 FT TO NW COR OF S 1/2 OF SW 1/4 OF SW 1/4 THENCE
N 89-41-58 E 1323.18 FT TO POB THENCE S 00-22-54 E 600.64 FT
TO A PT 60 FT N OF S BDY THENCE N 89-43-41 E 1353.64 FT TO
W ROW OF SR 225 (100 FT WIDE) THENCE N 01-30-31 E ALG ROW
449.61 FT TO A PT OF CURVE CONCAVE TO WEST THENCE NWLY ALG
ARC OF CURVE 190.23 FT THENCE DEPARTING ROW S 89-41-58 W
1364.70 FT THENCE S 00-22-54 E 38.17 FT TO POB

EXHIBIT C ENTRANCE SIGN

EXHIBIT 1: MONUMENT SIGN



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