


<b>UNITED STATES BANKRUPTCY COURT</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>Taylor, Bean &amp; Whitaker Mortgage Corp.</b>		Case Number: <b>3:09-bk-07047-JAF</b>
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>City of Ocala</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____
Name and address where notices should be sent: <b>Marc Mondell 151 SE Osceola Avenue Ocala, FL 34471</b>		
Telephone number: <b>(352) 629-8310</b>		
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>FILED</b>  <b>OCT 05 2009</b>  <b>CLERK, U.S. BANKRUPTCY COURT</b>  <b>MIDDLE DISTRICT OF FLORIDA</b> </div>		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number:		
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>216,000.00</u>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</b>  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).  <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)( ).  <b>Amount entitled to priority:</b> \$ _____  <i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
<b>2. Basis for Claim:</b> <u>See Attachment</u> (See instruction #2 on reverse side.)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____  <b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a on reverse side.)		
<b>4. Secured Claim</b> (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <b>Nature of property or right of setoff:</b>    <input type="checkbox"/> Real Estate    <input type="checkbox"/> Motor Vehicle    <input type="checkbox"/> Other  <b>Describe:</b> </div> <div style="width: 40%; text-align: center;"> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>CLAIM FILED</b>  <b>OCT 15 2009</b>  <b>CLERK, U.S. BANKRUPTCY COURT</b>  <b>MIDDLE DISTRICT OF FLORIDA</b> </div> </div> </div> <b>Value of Property:</b> \$ _____ <b>Annual Interest Rate</b> _____ %  <b>Amount of arrearage and other charges as of time case filed included in secured claim:</b> _____ <b>if any: \$</b> _____ <b>Basis for perfection:</b> _____  <b>Amount of Secured Claim: \$</b> _____ <b>Amount Unsecured: \$</b> <u>216,000.00</u>		
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  <b>7. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		
<b>Date:</b> <u>9/29/09</u> <b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <b>Marc Mondell, Director, Office of Long Term Planning &amp; Sustainability</b>		<b>FOR COURT USE ONLY</b>  <b>T, B &amp; W Mortgage Corp.</b>  00150

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Items to be completed in Proof of Claim form****Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**4. Secured Claim:**

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).**

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

**Claim**

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. §506(a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. §507(a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**INFORMATION****Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

## ATTACHMENT TO PROOF OF CLAIM

This is an attachment to the Proof of Claim submitted by City of Ocala, a Florida municipal corporation ("City"), in the bankruptcy proceeding of Taylor, Bean & Whitaker Mortgage Corp., a Florida corporation ("Debtor"). In support of its Proof of Claim, City provides the following information:

1. On or about October 27, 2005, City, Debtor and 3201 Partnership, a Florida general partnership ("3201") entered into an Amended and Restated Property Donation Agreement (the "Property Donation Agreement"), a copy being attached.
2. Pursuant to the Property Donation Agreement, City conveyed real property to 3201 in exchange for 3201 and Debtor agreeing to certain requirements set forth therein.
3. Pursuant to paragraph 2 of the Property Donation Agreement, Debtor agreed to comply with certain Employee and Payroll Requirements including the retention and hiring of 520 fulltime equivalent employees ("FTEs") pursuant to the schedule set forth therein and the maintenance of 520 FTEs for a period of three years from the date defined therein as the "Achievement Date."
4. The Achievement Date was defined in paragraph 2.1.2 as "the earlier of: the end of the first full calendar month after Grantee's FTE count at the Facility equals or exceeds 520<sup>1</sup>; or the second anniversary of the Business Initiation Date." The Business Initiation Date was the date that Debtor met the hiring requirements of paragraph 2.1.1 which was "not [to] be later than three months after the issuance of the final certificate of occupancy for the Facility." A certificate of occupancy was issued for the Facility on May 14, 2008. Assuming that date as the Business Initiation Date, the Achievement Date will be August 14, 2010, and Debtor will be required to maintain the 520 FTEs through three years thereafter (i.e. August 14, 2013).
5. On information and belief, Debtor no longer maintains any FTEs and, as this is a liquidation bankruptcy, will not hereafter maintain any FTEs during the annual periods during which Debtor is required to do so.
6. Therefore, Debtor owes City \$216,000.00 pursuant to paragraph 2.5.1 of the Property Donation Agreement.

E:\CITY\CMO\General\2009\TBW\Attachment to Proof of Claim.doc

---

<sup>1</sup> City does not know when Debtor met this hiring requirement, and thus is calculating the Achievement Date based upon the deadline for the Business Initiation Date.

**AMENDED AND RESTATED  
PROPERTY DONATION AGREEMENT**

**THIS AGREEMENT** is entered into as of this 27 day of October, 2005, (but effective as of the Effective Date of January 23, 2004, as set forth below, by and among the City of Ocala, a Florida municipal corporation ("City"), Taylor Bean & Whitaker Mortgage Corp., a Florida corporation ("TBW"), and 3201 Partnership, a Florida general partnership ("Grantee"), collectively the "Parties", and amends and entirely restates the Property Donation Agreement with an Effective Date of January 23, 2004, between the City and TBW (the "Original Agreement").

**WITNESSETH:**

**WHEREAS:**

- A. City is the owner of certain real property (the "Property") described in Exhibit "A" attached hereto and with an estimated value of \$216,000.00;
- B. City has proposed conveying the Property to new or existing businesses who seek to locate or expand their business facilities in order to create economic growth within the City of Ocala and the Ocala Electric Utility service territory;
- C. Grantee is a business affiliate of TBW;
- D. TBW has requested that the City convey the Property to Grantee for the construction of a new mortgage processing facility (the "Facility") in Ocala, Florida;
- E. City is willing to assist TBW by conveying the Property to Grantee provided TBW and Grantee agree to the requirements set forth herein and other terms and conditions hereof; and
- F. The City Council of the City of Ocala has determined that the property donation set forth herein is in the public interest because it promotes a prosperous economy in the City of Ocala.

**NOW THEREFORE**, the parties hereto agree as follows:

- 1. **Recitals.** The recitals contained above are true and correct and are incorporated herein by reference.
- 2. **Requirements of TBW and/or Grantee.** TBW agrees to comply with the Employee and Payroll Requirement, Utility Requirement, and Grantee agrees to comply with the Construction Requirement, as defined below (collectively the "Requirements") and the following additional obligations:
  - 2.1. Employee and Payroll Requirement - TBW agrees to
    - 2.1.1. Continue to employ 410 existing full time equivalent employees ("FTEs"), and hire and retain an additional 110 FTEs within 24 months of the date of Grantee's initiation of business operations (the "Business Initiation Date") at the Facility (as defined in paragraph 2.3 below), at a minimum total annual payroll of at least \$13,000,000 (for the existing employees) and \$2,980,000 (for the new employees). The Business Initiation Date for purposes of this paragraph 2.1.1 shall not be later than three months after the issuance of the final certificate of occupancy for the Facility; and

2.1.2. Maintain an average of 520 FTEs per year and an average annual payroll of \$15,980,000 per year (both of which shall be calculated as of each anniversary of the Achievement Date, as defined below) for a period of three years from the Achievement Date. The Achievement Date shall be the earlier of: the end of the first full calendar month after Grantee's FTE count at the Facility equals or exceeds 520; or the second anniversary of the Business Initiation Date. Grantee intends to employ a predominantly full time work force.

2.2. Utility Requirements -

2.2.1. To become an Ocala Electric Utility customer for electrical and fiber optics service for a period of five (5) years after the date on which a certificate of occupancy is issued for the Facility; and

2.2.2. To thereafter remain an Ocala Electric Utility customer provided the rates for such services are equal to or less than, and the other terms and conditions of such services are equal to or better than, those of other available electrical and/or fiber optic providers from which Grantee could obtain such services for the Facility. Grantee shall give not less than one (1) year's prior written notice to Ocala Electric Utility in the event that Grantee elects to terminate its electrical and/or fiber optics service with Ocala Electric Utility under this subparagraph, any such termination to be effective no earlier than one year following the end of the five (5) year period provided for in subparagraph 2.2.1 above.

2.3. Construction Requirement - Grantee agrees to construct a mortgage processing facility (the "Facility") consisting of approximately 75,000 square feet of usable area and equipped with machinery, equipment and office furnishings, fixtures and equipment, the total cost of which construction, machinery, equipment and office furnishings, fixtures and equipment has an original cost of at least \$4,550,000. Such construction shall be completed on or before Sept. 18, 2006.

2.4. Annual Reports to the City - TBW agrees to submit an annual report to the City for each of the three years specified in paragraph 2.1.2 above (each to be made within sixty days after each anniversary of the Achievement Date) establishing TBW's compliance with the Requirements. Such annual reports shall be accompanied by all State of Florida unemployment compensation reports filed concerning activities at the Facility.

2.5. Repayment - TBW agrees to repay to the City the following amounts, without interest or penalty:

2.5.1. \$216,000.00 (representing the estimated value of the Property), should TBW fail to comply with the Employee and Payroll Requirement; provided, however, the repayment amount shall be reduced pro rata in the event that TBW partially complies with such Requirement (e.g., if TBW retains and hires 390 FTEs rather than 520 as required in paragraph 2.1, TBW would be obligated to repay only one-fourth of the estimated property value); and

2.5.2. Except as provided in paragraph 5.3 below, City's collection of the amount in paragraph 2.5.1 from TBW shall be City's sole and exclusive remedy for Grantee's failure to comply with the Construction Requirement.

2.6. Insurance.

- 2.6.1. Grantee shall provide to City, at Grantee's sole expense and in form and substance satisfactory to City in the exercise of its sole discretion, a Pollution Liability Insurance (by whatever name or description) policy covering claims by third parties for personal injuries and property damage resulting from environmental contamination of the Property including both on-site and off-site damages and injuries. The amount of insurance shall not be less than \$1,000,000.00 for injury to one person arising out of a single incident and \$1,000,000 for injuries to more than one person arising out of a single incident. The insurance shall provide the City with ten years of coverage.
- 2.6.2. Grantee shall provide City with certificates of insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A, and evidencing Grantee has obtained, and paid all premiums for, insurance coverage required hereunder. Such certificates shall: list "City of Ocala, a Florida municipal corporation," as a named insured; provide that City shall receive at least 30 days notice before the insurance agreement may be canceled for non-payment or otherwise; and contain a severability of interest provision so that City is treated as if a separate policy of insurance was in existence. Such certificate shall be delivered to City of Ocala, Post Office Box 1270, 405 S.E. Osceola Avenue, Ocala, Florida 34478-1270, Attention: Real Estate Officer.

- 2.7. Joint and Several. The obligations of Grantee and TBW under this Agreement, including this paragraph 2, shall be joint and several.

3. Requirements of City. City agrees:

- 3.1. To furnish to Grantee as soon as possible, at City's expense, a survey (the "Survey") prepared by a registered land surveyor employed by the City, containing a legal description of the Property and showing (a) all adjacent public streets and roadways, (b) the exact location of all curb cuts, access roads and entry points of all utilities to the Property, (c) the exact location of all improvements on the Property, (d) the exact location of all recorded or visible easements on or servicing the Property, and (e) the exact location of all drainage and utility lines, connections and other facilities on or servicing the Property. The Survey shall be certified to Grantee, the title insurance company selected by Grantee pursuant to paragraph 4.1 below, and such other persons or entities as Grantee shall designate, and the surveyor shall certify that no portion of the Property lies within a federally designated flood plain, and that there are no encroachments either onto or off of the Property, except as shown. The legal description of the Property set forth in the title insurance commitment described in paragraph 4.1 below shall conform to the legal description set forth in the Survey.

4. Conveyance of Property. In consideration of the obligations and promises of Grantee contained in this Agreement, and the sum of \$1.00 paid to City by Grantee, City agrees to convey to Grantee, and Grantee agrees to acquire from City, the Property as follows:

- 4.1. As evidence of title, Grantee shall obtain as soon as possible, at its sole expense, a commitment for title insurance (the "Commitment") issued by a title insurance company acceptable to Grantee in the exercise of its reasonable discretion (the "Title Company") in the amount of \$216,000.00 bearing a date later than the

Effective Date of this Agreement, together with legible copies of all documents referenced in the Commitment. The Commitment shall provide for an Owner's title insurance policy for the Property to be issued to Grantee at closing. At closing, Grantee shall pay the entire cost of the title insurance policy.

- 4.2. City shall execute and deliver to Grantee a special warranty deed transferring a fee simple determinable interest in the Property to Grantee, subject to the right of reverter described below and subject to taxes for the year of closing.
- 4.3. All costs of recording the deed and documentary stamps on the deed, if any, shall be paid by Grantee.
- 4.4. Possession of the Property shall be delivered to Grantee upon closing and shall not be subject to any leases or tenancies.
- 4.5. The closing shall be held on a date to be selected by City and Grantee no more than 30 days after the satisfaction or waiver of the Initial Conditions set forth in paragraph 5.1 below.
- 4.6. The disposition of the Property pursuant to this Agreement is made pursuant to Section 2-313(c) of the City Code.

**5. Conditions and Reverter.**

**5.1. Initial Conditions.**

- 5.1.1. The obligations of the parties hereunder are subject to the following conditions precedent which must occur before any party has any obligations hereunder:
  - a. The Title Company shall be prepared to issue its Owner's Policy of Title Insurance to Grantee at closing subject only to such matters as Grantee shall have approved or waived pursuant to this paragraph 5.1.1.a. If objection to the state of title based upon a written opinion of Grantee's attorney is made within fifteen (15) days after Grantee's receipt of the Commitment and the Survey, City shall have fifteen (15) days from the date it is notified of the particular defect claimed to either (a) fulfill the requirements of the Commitment, remedy such defect or cause the Title Company to insure over such defect (if acceptable to Grantee in its sole discretion); or (b) if City is unable to comply with subparagraph (a) despite its good faith efforts to do so, City may terminate this Agreement; provided, however, Grantee shall have the right to waive any title defect in its sole discretion and to proceed to closing.
  - b. Within sixty (60) days after the Effective Date of this Agreement, Grantee shall have approved (in its sole discretion) such state of affairs as shall be disclosed by inquiry on its part with regard to matters determined by it to be requisite to the full development and use of the Property for TBW and Grantee's intended purposes, including but not limited to physical or legal limitations; environmental restrictions and conditions; soil and subsurface conditions; availability and procurement of (i) utilities and drainage, (ii) government incentives (including training funds) and/or financing, (iii) utility incentives, and (iv) curb cuts; zoning and land use restrictions; access to roads and highways; and such other matters as shall be revealed by the Commitment or the Survey.

- c. Within ninety (90) days after the Effective Date of this Agreement, Grantee shall have obtained all necessary permits and approvals for its construction and operation of the Facility for its intended purposes, including but not limited to air permit(s) and approval of Grantee's water management plan. City agrees to cooperate with and assist Grantee in obtaining or expediting approval of all necessary permits, including building permits and plan approvals.

5.1.2. City may terminate this Agreement upon the nonoccurrence of the condition specified in paragraph 5.1.1.a and Grantee may terminate this Agreement upon the nonoccurrence of any of the conditions specified in the preceding subparagraph 5.1.1. Such termination shall be by written notice to the other party given within ten days after the deadline for the condition to occur. Upon such termination, this Agreement shall be deemed canceled, and no party shall have any further obligation hereunder.

5.2. Continuing Conditions. From the Effective Date of this Agreement until the third anniversary of the Business Initiation Date (or such shorter period specified herein), the obligations of City to TBW and/or Grantee, at each time performance is due hereunder, are subject to the following conditions precedent which must occur, be satisfied by TBW and/or Grantee, or waived by City in writing, except as specifically provided herein:

5.2.1. Grantee and/or TBW shall not be in material default of any of its obligations, representations or promises incorporated in this Agreement.

5.2.2. At or prior to closing, Grantee shall have agreed upon the legal description and the location of all easements and rights-of-way to be provided for public improvements on the Property.

5.2.3. Grantee is a duly organized and existing Florida general partnership and has the power and authority to own the Facility and participate in this development project.

5.2.4. TBW is duly organized and existing as a Florida corporation, is duly qualified to do business in the State of Florida and has the power and authority to participate in this development project.

5.2.5. (a) There is no material violation or default by TBW of any provision of its Articles of Incorporation or Bylaws, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject, and (b) TBW is in compliance with the terms, conditions and provisions of this Agreement, which do not conflict with and will not result in or constitute a breach of or default under any of the foregoing which would materially and adversely affect any of the transactions contemplated by or the validity of this Agreement.

5.2.6. (a) There is no material violation or default by Grantee of any provision of its partnership agreement or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject, and (b) Grantee is in compliance with the terms, conditions and provisions of this Agreement, which do not conflict with and will not result in or



constitute a breach of or default under any of the foregoing which would materially and adversely affect any of the transactions contemplated by or the validity of this Agreement.

- 5.2.7 Grantee is not subject to an order or judgment which could deprive Grantee of the beneficial use of the Property on the date of closing.
- 5.2.8 TBW is not subject to an order or judgment which could deprive TBW of the beneficial use of the Property on the date of closing.
- 5.2.9 The execution and delivery of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all requisite action on the part of Grantee and TBW and this Agreement constitutes a valid and binding agreement of Grantee and TBW in accordance with its terms.
- 5.3.0 Grantee and TBW shall comply in all material respects with applicable federal, state and local laws, which include without limitation regulations, rules, ordinances, codes, decrees and orders in connection with any use of the Facility or its construction, including all operations conducted at and use of the Facility and shall obtain all necessary permits in connection therewith subject to the provisions of this Agreement.

5.3. Right of Reverter.

- 5.3.1 In the event that Grantee has failed to comply with the Construction Requirement as and when required hereby, the Property shall revert to City (except as set forth in paragraph 5.3.6 below).
- 5.3.2 The right of reverter:
  - a. Shall be set forth in the deed for the Property from City to Grantee;
  - b. Shall be prior and superior to any encumbrances, leases, liens or mortgages placed on the Property; and
  - c. Shall be in addition to all other rights and remedies available to City hereunder.
- 5.3.3 In the event the Property reverts to City pursuant to the right of reverter, Grantee shall execute and deliver to the City:
  - a. A special warranty deed conveying the Property to City free and clear of all restrictions, agreements, prohibitions, mortgages, leases, liens or encumbrances, except those existing at the time of conveyance of the Property from City to Grantee, and
  - b. An environmental indemnification agreement (which shall not be recorded) from Grantee with respect to any environmental contamination caused by Grantee at, on or from the Property, and satisfactory to City in the exercise of its reasonable discretion.
- 5.3.4 City shall advise Grantee of its election to have the Property revert to City under this paragraph. Grantee shall execute and deliver to the City the documents described in paragraph 5.3.3. within 10 days of such notice.

5.3.5. The right of reverter shall terminate upon Grantee's compliance with the Construction Requirement, or upon City's waiver of the reverter pursuant to paragraph 5.3.6.b., in which event City shall execute and record a termination of the right of reverter.

5.3.6. Notwithstanding the foregoing:

- a. Grantee may avoid the reverter by paying to City the sum of Two Hundred Sixteen Thousand and no/100 Dollars (\$216,000.00). Grantee shall pay such amount within ten (10) days of City's notice pursuant to paragraph 5.3.4. of City's election to have the Property revert. Upon Grantee's payment of such amount, City shall execute and record a termination of the right of reverter. Grantee's failure to pay such amount within such time period shall terminate Grantee's right to avoid the reverter under this paragraph. The avoidance of the reverter under this paragraph shall not effect City's rights under other provisions of this Agreement (including, without limitation, under paragraph 2.5 or 5.4); or
- b. City may waive the reverter in its sole discretion. If City waives the reverter, it shall provide notice of such waiver to Grantee within 60 days of the occurrence of the condition giving rise to the reverter. City shall thereafter execute and record a termination of the right to reverter. The waiver of the right to reverter shall not effect City's rights under other provisions of this Agreement (including, without limitation, under paragraph 2.5 or 5.4).

5.4. Sale of Property. In the event Grantee causes or permits any sale, exchange, transfer, lease or conveyance (referred to collectively as a "Transfer") of all or any part of the Property, or any interest therein (except a bona fide mortgage to a third party), voluntarily or by operation of law on or before the expiration of five years from the date of the City's conveyance of the Property to Grantee, Grantee shall pay to City one-half of the amount by which the proceeds of the Transfer exceed Grantee's actual construction costs for the Facility, unless the transfer is a lease to an unaffiliated third party in which event Grantee shall pay to City one-half of all rent due collected under the lease for the initial term of any such lease.

5.4.1. A lease, transfer, exchange or conveyance of the Property to TBW shall not be deemed a Transfer for purposes of this paragraph.

5.4.2. The sale of the Property pursuant to the foreclosure of a bona fide mortgage held by a third party, or a deed in lieu of foreclosure of such mortgage, shall not be deemed a Transfer for purposes of this paragraph.

5.4.3. Any change in the ownership of Grantee of fifty (50%) percent or more shall be deemed to be a Transfer of the Property; in such event the proceeds of the transfer shall be deemed to be the amount by which the fair market value of the Property, at the time of the Transfer, exceeds Grantee's actual construction costs for the Facility.

5.4.4. Grantee shall pay City the amount due hereunder at the time of the closing of the transaction constituting the Transfer. If the Transfer is a lease, Grantee shall pay City the amount due as and when rent is received under the lease.

## 6. Environmental Warranties and Assumption of Risks.

- 6.1. For purposes of this Agreement, "contamination" or "contaminated" refers to materials or the presence of materials that, because of their quantity, concentration or physical chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The terms includes, without limitation, any and all hazardous or toxic substances, materials or waste as defined by or listed under any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment (whether now existing or hereafter adopted or amended) (individually and collectively, the "Environmental Laws"), including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No.99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto, or any amendments thereto. The terms refer to all contamination of the Property, whether known, unknown, now existing, or hereafter occurring.
- 6.2. The parties hereto acknowledge that the Property has been contaminated and is a "contaminated site" under the Brownfields Act.
- 6.3. City has entered into a Brownfields Site Rehabilitation Agreement with the State of Florida Department of Environmental Protection ("DEP") pursuant to Section 376.80(5) of the Brownfields Act for the Property, and has conducted site rehabilitation, pursuant to Section 376.79(15) of the Brownfields Act, in accordance with the Brownfields Site Rehabilitation Agreement. Such rehabilitation is also referred to as "remediation" in this Agreement.
- 6.4. Grantee and TBW shall comply with the Brownfields Site Rehabilitation Agreement following conveyance of the Property from City to Grantee. Grantee and TBW shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City may sustain, or which may be asserted against City, arising out of Grantee's or TBW's failure to comply with the Brownfields Site Rehabilitation Agreement. This indemnification provision is in addition to all other indemnification provisions hereunder.
- 6.5. Grantee and TBW assume all risks relating to contamination of the Property including, without limitation, all risks associated with liability for damages or clean up costs under the Environmental Laws. This assumption of risks extends only to City and does not affect claims that may be asserted against predecessor owners or others; Grantee and TBW, acknowledge, however, the provision in the contract under which City acquired title to the Property under which City assumes the risks relating to contamination of the Property and released the City's grantor from liability therefor.
- 6.6. Grantee and TBW release City from all claims resulting from contamination of the Property including, without limitation, all claims arising under the Environmental Laws or for nuisance. Grantee and TBW waive any right to sue City and any right to cause City to be joined in an action brought under of the Environmental Laws.
- 6.7. Except as otherwise provided in this Agreement, City is not making and

specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to matters of title (other than City's warranty of title set forth in the Special Warranty Deed to be delivered at Closing), zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history or projections, valuation, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the Property including without limitation: (i) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Property, (ii) the manner or quality of the construction or materials incorporated into any part of the Property, and (iii) the manner, quality, state of repair, or lack of repair of the Property. Grantee and TBW agree that with respect to the Property, Grantee and TBW have not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of City or any agent of City.

- 6.8. Grantee and TBW represent that each is a knowledgeable purchaser of real estate and that it is relying solely on its own expertise and that of their consultants, and that Grantee and TBW have conducted and will conduct inspections and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, and have relied and shall rely upon same, and, shall assume the risk that adverse matters exist, including, but not limited to, adverse physical and environmental conditions, which may not have been revealed by their inspections and investigations. City is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property furnished by any real estate broker, agent, employee, servant, or other person, unless the same are specifically set forth or referred to in this Agreement.
- 6.9. **GRANTEE AND TBW ACCEPT THE PROPERTY "AS IS," "WHERE IS," AND WITH ALL FAULTS, INCLUDING, WITHOUT LIMITATION, THE CONTAMINATION.**
- 6.10. Indemnification. The following indemnification shall survive the termination of this Agreement and the closing hereunder.
  - 6.10.1. Grantee and TBW shall, at their sole cost and expense, indemnify Ocala and its elected officials, employees and volunteers against, and hold Ocala and its elected officials, employees and volunteers harmless from, any and all liability, damages, penalties, claims, liens, costs, charges, losses, and expenses (including, without limitation, reasonable fees and expenses of attorney, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against City by reason of any act or omission of Grantee or TBW, its or their personnel, employees, agents, contractors, or subcontractors, resulting in bodily injury, sickness, disease, or death to any person or damage to, loss of or destruction of tangible or intangible property, or any other right of any person, firm or corporation, which may arise out of or be in any way connected with: this Agreement, the condition of the Property, or as a result of Grantee's ownership of the Property, TBW's possession of the Property, or the failure of Grantee or TBW to comply with any federal, state, or local statute, ordinance or regulation, including, without limitation, harm or personal injury to Grantee or TBW or third persons during Grantee's ownership of the Property or TBW's possession of the Property.
  - 6.10.2. Defense of City. In the event any action or proceeding shall be brought

against City by reason of any matter for which City is indemnified hereunder, Grantee and TBW shall, upon notice from City, at Grantee and TBW's sole cost and expense, resist and defend the same with legal counsel acceptable to City, provided however, that Grantee and TBW shall not admit liability in any such matter on behalf of City without the written consent of City and provided further that City shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Grantee and TBW.

- 6.11. The covenants herein will survive the closing of the transfer of the Property, including the delivery of the deed pursuant thereto, and any other consummation of the transactions under this Agreement, and are a material inducement for City entering into this Agreement and it shall survive the Closing.

7. **Broker.**

- 7.1. City warrants and represents to Grantee and TBW that City has had no contact with any broker or other person or entity that might have a basis for claiming any brokerage or other commission relative to the transactions contemplated by this Agreement.
- 7.2. Grantee and TBW warrants and represents to City that Grantee has had no contact with any broker or other person or entity that might have a basis for claiming any brokerage or other commission relative to the transactions contemplated by this Agreement.

- 7.3. The provisions of this paragraph shall survive the Closing.

8. **Good Faith Covenant.** Grantee and TBW represent that the information contained in this Agreement is in all regards true and correct in all material respects and that all representations contained herein were made in good faith.

9. **Rights and Remedies.** The City shall have the right to rescind the City Grant and to take all appropriate action, including litigation, to recover any amounts granted to or due from Grantee and TBW for its failure to abide by the terms of this Agreement (including the Requirements).

10. **General.**

- 10.1. **Attorneys' 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.
- 10.2. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the

exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

- 10.3. JURY WAIVER. IN ANY CIVIL 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 THEREOF, 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 ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
- 10.4. Right to Inspect. Upon request, and after reasonable notice is given, City shall have the right to inspect the Facility and to inspect and copy TBW's payroll and personnel records in order to assure compliance with the terms of this Agreement including the Requirements. Such records shall be maintained at the Facility or TBW's corporate offices in Clearwater, Florida in accordance with TBW's customary business practices. If the records are maintained in Clearwater, Grantee will furnish copies of such records to City within thirty days after request therefor by the City.
- 10.5. Effective Date. The Effective Date of this Agreement is January 23, 2004.
- 10.6. No Assignment. This Agreement may not be assigned in whole or in part by any party except with the prior written consent of the other parties, which may be withheld at the sole discretion of the non-assigning parties.
- 10.7. Reference to Parties. Each reference herein to the parties shall be deemed to include their successors, permitted assigns, heirs, administrators and legal representatives, all whom shall be bound by the provisions hereof.
- 10.8. Waiver. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
- 10.9. Governing Law. This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

10.10. Notices.

10.10.1. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when served or delivered by overnight courier or in person, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested, or sent by overnight courier, addressed to the respective parties as follows:

- a. If to TBW: Taylor Bean & Whitaker Mortgage Company  
101 NE 2<sup>nd</sup> Street  
Ocala, FL 34470  
Attention: Lee Farkas, CEO  
Phone #: (352) 351-1109  
Fax #: (352) 351-1190
- b. If to City: City of Ocala  
Attn: City Manager  
P. O. Box 1270  
Ocala, FL 34478-1270  
Phone #: (352) 629-8401  
Fax #: (352) 629-8391
- c. If to Grantee: Lee Farkas, Partner  
101 NE 2<sup>nd</sup> Street  
Ocala, FL 34470  
Phone #: (352) 351-1109  
Fax #: (352) 351-1190

10.10.2. Each such notice shall be deemed delivered:

- a. On the date delivered if by personal delivery;
- b. On the date of facsimile transmission if by facsimile, unless such date is not a business day, or such transmission occurs after 5:00 p.m., in which case such notice shall be deemed delivered on the business day immediately following the day on which the facsimile transmission occurs; and
- c. If the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing.

10.10.3. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

10.11. Severability of Illegal Provisions. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

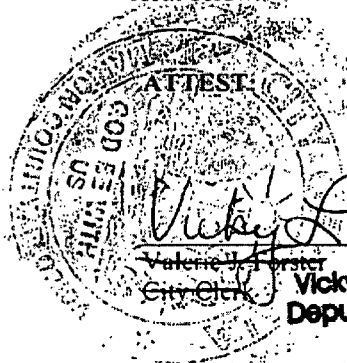
10.12. Paragraph Headings. The paragraph headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

- 10.13. Rights of Third Parties. Unless expressly stated herein to the contrary, nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
- 10.14. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 10.15. Time. Time is of the essence of all of the provisions and terms of this Agreement.
- 10.16. 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.
- 10.17. Amendment. No amendment to this Agreement shall be effective except those agreed to in writing and signed by all of the parties to this Agreement.
- 10.18. Entire Agreement. This Agreement, including exhibits (if any), contains all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement.

THIS SPACE LEFT BLANK INTENTIONALLY



IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below:



*Vicky L. Ramsey*  
Vicky L. Ramsey  
Deputy City Clerk

Approved as to form and legality

*Patrick G. Gilligan*  
Patrick G. Gilligan  
City Attorney

**CITY:**  
**CITY OF OCALA, a Florida municipal corporation**

By: *Kyle Kay*  
Kyle Kay  
President, Ocala City Council  
Date: 11-1-05

**TBW:**  
**Taylor Bean & Whitaker Mortgage Corp., a Florida corporation**

By: *Lee Farkas*  
Lee Farkas, CEO  
Date: 10/27/2005

**GRANTEE:**  
**3201 Partnership**

By: *Lee Farkas*  
Lee Farkas, Partner  
Date: 10/27/2005

**ACCEPTED BY CITY COUNCIL**  
November 1, 2005  
DATE  
**OFFICE OF THE CITY CLERK**

**EXHIBIT "A"**

**Legal Description: Parcel #1**

Commencing at the Southwest corner of Lot 13, Pine Crest Subdivision, as recorded in Plat Book "A", Page 30, of the public records of Marion County, Florida; said point also being the intersection of the northerly right of way line of N.E. 14<sup>th</sup> Street (Wilson Avenue) and the easterly right of way line of N.E. 2<sup>nd</sup> Avenue (Palm Street); thence N. 89° 39' 57" E., along said Northerly right of way line, 200.00 feet, to the POINT OF BEGINNING; thence continue N. 89° 39' 57" E. along said Northerly right of way line, 200.00 feet; thence N. 00° 23' 16" W., 150.00 feet; thence S. 89° 39' 57" W., 200.00 feet; thence S. 00° 23' 16" E., 150.00 feet, to the POINT OF BEGINNING. Containing 0.69 acre, more or less.

And

**Legal Description: Parcel #2**

Commencing at the Southwest corner of Lot 13, Pine Crest Subdivision, as recorded in Plat Book "A", Page 30, of the public records of Marion County, Florida; said point also being the intersection of the northerly right of way line of N.E. 14<sup>th</sup> Street (Wilson Avenue) and the easterly right of way line of N.E. 2<sup>nd</sup> Avenue (Palm Street); thence N. 89° 39' 57" E., along said Northerly right of way line, 400.00 feet, to the POINT OF BEGINNING; thence continue N. 89° 39' 57" E. along said Northerly right of way line, 278.89 feet; thence N. 03° 17' 37" W, 627.73 feet; thence S. 89° 39' 57" W., 36.51 feet; thence N. 00° 23' 02" W., 123.11 feet; thence S. 89° 39' 57" W. 310.57'; thence S 00° 23' 16" E. , 600.00 feet; thence N.89° 39' 57" E., 100.00 feet; thence S. 00° 23' 16" E., 150.00 feet, to the POINT OF BEGINNING. LESS AND EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DEEDS: Official Records Book 1148, page 1732 and Official Records Book 2471, Page 1175, Public Records of Marion County, Florida. Containing 5.76 acres, more or less.

Parcel being more particularly described as:

Commencing at the Southwest corner of Lot 13, Pine Crest Subdivision, as recorded in Plat Book "A", Page 30, of the public records of Marion County, Florida; said point also being the intersection of the northerly right of way line of N.E. 14<sup>th</sup> Street (Wilson Avenue) and the easterly right of way line of N.E. 2<sup>nd</sup> Avenue (Palm Street); thence N. 89° 39' 57" E., along said Northerly right of way line, 200.00 feet, to the POINT OF BEGINNING; thence continue N. 89° 39' 57" E. along said Northerly right of way line, 478.89 feet, to a point. Said point lying on the easterly right of way line of the Seaboard Coastline Railroad Kendrick Spur (50.00 feet wide and tracks removed) and also being the point of curvature of a non-tangential curve concave to the east and having for it's elements a radius of 930.37 feet, a central angle of 14° 42' 28", a chord distance of 238.17 feet, bearing N 07° 37' 13" W. Thence run northerly along the arc of said curve, and railroad right of way line, for a distance of 238.83 feet. to a point; Thence continuing along said railroad right of way, run N 00° 09' 08" W, for a distance of 309.69 feet, to the point of curvature of a curve concave to the west and having for it's elements a radius of 980.37 feet, a central angle of 04° 44' 15", a chord distance of 81.04 feet, bearing N 02° 23' 54" W. Thence run northerly along the arc of said curve, for a distance of 81.06 feet; Thence departing said easterly railroad right of way line, run S 89° 39' 57" W, for a distance of 36.51 feet; Thence run N00° 23' 02" W, for a distance of 123.11 feet; Thence run S 89° 39' 57" W, for a distance of 310.57 feet; Thence run S 00° 23' 16" E, for a distance of 600.00 feet; Thence run S 89° 39' 57" W, for a distance of 100.00 feet, to a point; Thence run S 00° 23' 16" E, for a distance of 150.00 feet to the POINT OF BEGINNING. Said parcel containing 6.30 acres, more or less.