



**Marion County  
Board of County Commissioners**

Growth Services ♦ Planning & Zoning

2710 E. Silver Springs Blvd.  
Ocala, FL 34470  
Phone: 352-438-2600  
Fax: 352-438-2601

STAFF/OFFICE USE ONLY	
Case No.:	
AR No.:	32463
PA:	2091-008-003
2091-008-002	

- ☐ New or Modification \$1,000  
☐ Expired \$1,000  
☐ Renewal (no changes) \$300

**SPECIAL USE PERMIT APPLICATION**

The undersigned hereby requests a Special Use Permit in accordance with Marion County Land Development Code, Articles 2 and 4, for the purpose of: Operation of an Artisanal micro-distillery

**Property/Site Address:** 16350 and 16400 SW 20th Ln, Ocala, FL 34481

**Property Dimensions:** 155' x 300' (x 2)

**Total Acreage:** 2.13

**Legal Description:** (Please attach a copy of the deed and location map.)

**Parcel Zoning:** A-1

**Parcel Account Number(s):** 2091-008-003 and 2091-008-002

Each property owner(s) MUST sign this application or provide written authorization naming the applicant or agent below to act on their behalf. **Please print all information, except for the Owner and Applicant/Agent signature. If multiple owners or applicants, please use additional pages.**

Jacquelyn Brady

David Molyneux

**Property Owner Name (please print)**

**Applicant or Agent Name (please print)**

1180 SW 158th Ln

16350 SW 20th Ln

**Mailing Address**

**Mailing Address**

Ocala, FL 34481

Ocala, FL 34481

**City, State, Zip Code**

**City, State, Zip Code**

(352) 812-3979

(352) 222-1520

**Phone Number (include area code)**

**Phone Number (include area code)**

hubie56@aol.com

david.molyneux@outlook.com

**E-Mail Address (include complete address)**

**E-Mail Address (include complete address)**

*Jacquelyn Brady*  
**Signatures\***

*David Molyneux*  
**Signatures**

\*By signing this application, applicant hereby authorizes Growth Services to enter onto, inspect, and traverse the property indicated above, to the extent Growth Services deems necessary, for the purposes of assessing this application and inspecting for compliance with County ordinance and any applicable permits.

STAFF/OFFICE USE ONLY			
Project No.: <u>2015090004</u>	Code Case No.: <u>N/A</u>	Application No.:	
Rcvd by: <u>UB</u>	Rcvd Date: <u>2 / 6 / 25</u>	FLUM: <u>RL</u>	AR No.: <u>32463</u>
			Rev: <u>10/20/21</u>

Please note: The Special Use Permit will not become effective until after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent must be present at the public hearing to represent this application. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is non-refundable.

For more information, please contact the Zoning Division at 352-438-2675.

**RESIDENTIAL LEASE**

**3/2 Frame Home**

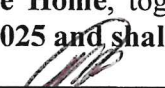
**16350 SW 20<sup>th</sup> Lane**

**OCALA, FL. 34481**

**(Not otherwise rented to Fish Hawk Spirits)**

**THIS IS A NON-SMOKING RESIDENCE**

**BY THIS AGREEMENT** made and entered into on **January 1, 2022** between **Jacquelyn Brady**, herein referred to as Lessor, **and R. Matthew Bagdanovich**

, herein referred to as Lessee, Lessor leases to Lessee the premises situated at **16350 SW 20<sup>th</sup> Lane**, in the City of **Ocala**, County of **Marion**, State of **Florida**, and more particularly described as follows: **A 3/2 Frame Home**, together with all appurtenances, for 1 year Rental Lease to commence on **January 1, 2025** and shall end with the end of Fish Hawk Spirits LLC lease or tenancy. INITIAL HERE: 

**1. Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of \$1.00 per year beginning **January 1, 2025** at **16350 SW 20<sup>th</sup> Lane, City of Ocala, State of Florida**, not otherwise rented to Fish Hawk Spirits, or at such other place as Lessor may designate.

**2. Security Deposit none**

**3. Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

**4. Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease. Notwithstanding the foregoing, Lessee and Lessor agree that the restroom located on the Premises shall be available at all times to employees and contractors of Fish Hawk Spirits, LLC. Nothing herein authorizes the use of such restroom for customers of Fish Hawk Spirits, LLC.

**5. Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than **(5) people**, consisting of **4 adults and 1 child**, without the written consent of Lessor.

**6. Condition of Premises.** Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

**7. Assignments and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.



**8. Alterations and Improvements.** Lessee shall make NO alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.


**9. Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

**10. Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**11. Utilities.** Lessee shall be responsible for arranging for and paying for all taxes, property insurance utility services required on the premises, except that none shall be provided by Lessor.

**12. Right of Inspection.** Lessor and his agents shall have the right at all times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

**13. Maintenance and Repair.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employees, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

**14. Animals.** One dog weighing #15 or less, two cats. No other animals shall be permitted on the property or in the dwelling after 02/01/2025. INITIAL HERE: 

**15. Display of Signs.** During the last 30 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

**16. Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

**17. Holdover by Lessee.** NA

**18. Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

**19. Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 15 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time.

**20. Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**21. Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

**22. Other Terms:** Proof of Renters Insurance required within 30 days of renting the property shall be provided to the Lessor.

**23. Initial Here**                      This is a NON-SMOKING Residence. If it has been determined that there has been smoking in this house, you will forfeit your deposit and be subjected to eviction proceedings immediately! Smoking outside the residence is allowed.

**24. Initial Here**                      NO UNREGISTERED, UNINSURED OR UNLICENSED VEHICLE OF ANY KIND WILL BE ALLOWED ON THIS PROPERTY.

And will be subject to towing at the Lessor's request and at the Lessee's expense.

**25. \*Other Terms:** None.

**26. Initial Here**                      Lessee shall not permit any holes to be made into the structure or any appliance to be fastened to the house or roof. Any aforementioned Appliance will be removed by the Lessor and repairs will be made at the Lessee's expense And subject the Lessee to immediate eviction.



Attachment A

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor *Jacqueline Brady* Date *2/4/25* Lessee \_\_\_\_\_ Date \_\_\_\_\_

Lessor *R.M. Bryant* Date *2/5/25* Lessee \_\_\_\_\_ Date \_\_\_\_\_

## Attachment A

### Commercial Lease

WHEREAS, Jacquelyn F. Brady owns the mini-farm located at 16350 S.W. 20<sup>th</sup> Ln., City of Ocala, State of Florida, and desires to lease this to Fish Hawk Spirits, LLC, and

WHEREAS, Fish Hawk Spirits, LLC, desires to lease and occupy the property located at 16350 S.W. 20<sup>th</sup> Ln., City of Ocala, State of Florida, and

By This agreement made and entered into on this 1<sup>st</sup> day of January, 2025 between Jacquelyn F. Brady, herein referred to as Lessor, and Fish Hawk Spirits, LLC, herein referred to as Lessee, Lessor leases to Lessee that portion of the premises located at 16350 S.W. 20<sup>th</sup> Ln., City of Ocala, State of Florida, more particularly described on the attached Exhibit "A", hereinafter known as "the Premises."

This Lease shall commence on the 1<sup>st</sup> Day of January, 2025 and will continue for a period of one (1) year ending on December 31, 2025, subject to the following conditions:

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the Premises, \$2,000.00 per month.
2. **Renewal.** This lease, at the option of Lessor may be renewed.
3. **Payment.** Payment of rent shall be paid in advance by the first day of the month.
4. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
5. **Use of Premises.** The demised premises shall be used and occupied by Lessee as an on farm craft distillery business for which all lawful purposes in which Fish Hawk Spirits, LLC may or may become engaged. Lessee shall comply with all applicable laws and statutes.
6. **Assignments and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license. An assignment, subletting or license without the prior written consent of the Lessor, or an assignment or subletting by operation of law, at Lessor's option, terminates this lease.





## Attachment A

7. **Alterations and Improvements.** Lessee shall have the right, and limited power of attorney as required, to make alterations to buildings on the premises, construct buildings and or make other improvements on the property without the prior written consent of Lessor.
8. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises.
9. **Right of Inspection.** Lessor and her agents shall have the right at all reasonable times during the term of this lease to enter the premises for the purpose of inspecting the premises and all buildings and improvements thereon.
10. **Maintenance.** Lessee will, at its sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease.
11. **Surrender of Premises.** Upon cancellation of this lease, Lessee shall quit and surrender the premises in as good a state and condition as they were prior to Fish Hawk Spirits, LLC occupation. At the option of Lessor, the Lessee shall remove all Fish Hawk Spirits, LLC buildings and equipment, restoring the property to its original condition, within ninety (90) days of the end of the lease.
12. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.
13. **Property Taxes.** In addition to the rent set forth above, Lessee shall pay, when due, any and all property taxes associated with the Premises.
14. **Insurance.** Lessee shall maintain property damage and liability insurance in an amount not less than \$1,000,000, and shall name Lessor as an additional insured on the policy, and shall provide Lessor proof of such.
15. **Animals.** No animals domestic or otherwise shall be harbored or otherwise allowed on this premises
16. **Attorney's Fees.** In the event of any litigation brought to enforce the terms of this lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs associated with such litigation.



Attachment A

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

Witnesses:

James Brady  
James Brady

LESSOR

By: Jacquelyn F. Brady  
Name: Jacquelyn F. Brady

Witnesses:

Ewing Tamm  
Robert Tamm

LESSEE: Fish Hawk Spirits, LLC

By: David A. Molyneux  
Name: David Molyneux  
Title: CEO



DATE: 10/16/2007 03:17:33 PM

FILE #: 2007135427 OR BK 04910 PGS 1630-1631

RECORDING FEES 18.50

DEED DOC TAX 199.50 *VM*

Prepared by  
Angela Young, an employee of  
First American Title Insurance Company  
216 Northeast First Avenue  
Ocala, Florida 34470  
(352)732-7910

Return to: Grantee

File No.: 1086-1757302

## **WARRANTY DEED**

This indenture made on **October 10, 2007 A.D.**, by

**Doreen Rockwell, Individually and as Trustee**

whose address is: **PO Box 546, Ocala, FL 34478**  
hereinafter called the "grantor", to

**Jacquelyn F. Brady**

whose address is: **1180 SW 158th Avenue, Ocala, FL 34481**  
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Marion County, Florida**, to-wit:

Lot 3, Block 8 of WESTWOOD ACRES NORTH, according to the plat thereof as recorded in Plat Book Q, Pages 101 - 107, of the Public Records of Marion County, Florida.

**The land** is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

Parcel Identification Number: **2091-008-003**

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2007.

**In Witness Whereof**, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Doreen Rockwell, Individually and as Trustee



Doreen Rockwell, Trustee

*Signed, sealed and delivered in our presence:*



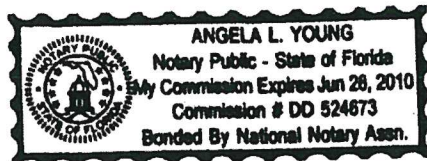
Witness Signature

Print Name: Rathi Nameth

State of **FL**

County of **Marion**

**The Foregoing Instrument Was Acknowledged before me on October 10, 2007, by Doreen Rockwell, Individually and as Trustee** who is/are personally known to me or who has/have produced a valid driver's license as identification.





Witness Signature

Print Name: Angela Young

  
NOTARY PUBLIC

Notary Print Name  
My Commission Expires: \_\_\_\_\_





DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO  
DATE: 06/25/2018 10:00:12 AM  
FILE #: 2018060894 OR BK 6787 PGS 1226-1227  
REC FEES: \$18.50 INDEX FEES: \$0.00  
DDS: \$112.69 MDS: \$0 INT: \$0

**Prepared by and return to:**

Jeffrey H. Traynham, Esq.  
c/o Sui Generis Law, PLLC  
1102 Merry Water Drive  
Lutz, FL 33548

\_\_\_\_\_[Space Above Line Reserved For Recording Data]\_\_\_\_\_

Parcel Identification Number:  
**2091-008-002**

**GENERAL WARRANTY DEED**

Made this 19<sup>th</sup> day of June, 2018, A.D. by **DAVID A. MOLYNEAUX**, whose post office address is 1102 Merry Water Drive, Lutz, FL 33548 ("Grantor") and **FISH HAWK SPIRITS, LLC**, whose post office address is 16350 SW 20<sup>th</sup> Lane, Ocala, FL 34481, ("Grantee"),

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of such individuals, and the successors and assigns of corporations.)

WITNESSETH, that said Grantor, for and in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00), and other good and valuable consideration to said Grantor, receipt of which is hereby acknowledged, hereby grants, bargains, sells, alienates, conveys, remises, releases and confirms unto the said Grantee all that certain land situate in Marion County, Florida, to wit:

Lot 2, Block 8, Westwood Acres North, according to the map or plat thereof, as recorded in Plat Book Q, Page(s) 101 through 107, of the Public Records of Marion County, Florida.

**Parcel ID No. 2091-008-002**

Grantor warrants at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence address is: 1102 Merry Water Dr., Lutz, FL 33548.

Subject to taxes for 2018 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining thereto.

**To Have and to Hold**, the same in fee simple forever.

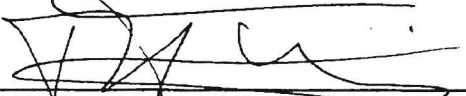
**AND**, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances, except taxes accruing subsequent to December 31, 2017.

Attachment A

IN WITNESS WHEREOF, the said Grantor has signed and sealed this General Warranty Deed the day and year first above written.

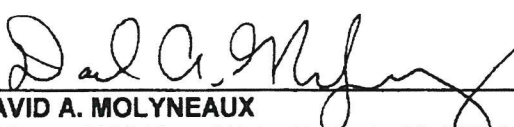
*Signed, sealed and delivered in our presence:*

WITNESSES:

  
Print Name: Jeffrey H. Traynham

  
Print Name: Corinne C. Traynham

GRANTOR

  
**DAVID A. MOLYNEAUX**  
Address: 1102 Merry Water Dr., Lutz, FL 33548

**STATE OF FLORIDA  
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June, 2018 by **DAVID A. MOLYNEAUX** who identified themselves to be the persons described by means of ( ) a Florida Driver's License, or ( ) was personally known to me and who executed the foregoing instrument.

  
Notary Public (Seal)  
My Commission Expires: 3-4-22







[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
FISH HAWK SPIRITS, LLC

### Filing Information

<b>Document Number</b>	L11000051405
<b>FEI/EIN Number</b>	45-2322916
<b>Date Filed</b>	05/02/2011
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	10/19/2015

### Principal Address

16350 SW 20TH LANE  
OCALA, FL 34481

Changed: 01/29/2012

### Mailing Address

16350 SW 20TH LANE  
OCALA, FL 34481

Changed: 01/29/2012

### Registered Agent Name & Address

Sui Generis Law, PLLC  
3212 Oak Park Ln  
Kissimmee, FL 34746

Name Changed: 04/29/2022

Address Changed: 04/30/2021

### Authorized Person(s) Detail

#### **Name & Address**

Title AMBR

MOLYNEAUX, DAVID A

16350 SW 20TH LANE  
OCALA, FL 34481

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	04/29/2022
2023	05/01/2023
2024	04/30/2024

**Document Images**

<a href="#"><u>04/30/2024 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>05/01/2023 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/29/2022 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/30/2021 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/24/2020 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/11/2019 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/06/2018 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/31/2017 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/21/2016 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>10/19/2015 -- REINSTATEMENT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/23/2014 -- AMENDED ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/06/2014 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/17/2013 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/29/2012 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>05/02/2011 -- Florida Limited Liability</u></a>	<a href="#">View image in PDF format</a>



### Applicant's Finding of Facts Requirement

- 1) There is a 30' driveway to the business and residential house that is shared. The business is locked during non-operational hours and remotely monitored 24/7 for fire & security. Multiple fire extinguishers are on site for employees to use and are inspected on an annual basis. The property is open on 3 sides with the ability to freely vacate in case of an emergency.
- 2) No odor, glare or noise are being generated from the distillery operation.
- 3) The site consists of two  $\pm$ 1-acre lots surrounded by similar parcels that make up the Westwood Acres North Subdivision consisting of 391 lots. The proposed use will not adversely affect public interest. The subject properties are 16350 and 16400 SW 20<sup>th</sup> Lane in the Westwood Acres Subdivision. The proposed artisanal micro distillery will be limited to the artisan distillery, tasting room, and accessory area and operate with a business officer residing on-site.
- 4) Utilities (power) are already installed and run underground from the power pole located on SW 20<sup>th</sup> Ln. There is a well on the backside of the distillery which provides both the house and business. There is a septic tank onsite that is connected to the house.
- 5) The Westwood Acres Subdivision is a subdivision consisting of 391 lots of record eligible for continued development, with the subject property and all surrounding properties are zoned A-1, General Agriculture.
- 6) The Westwood Acres Subdivision is a subdivision consisting of 391 lots of record eligible for continued development, with the subject property and all surrounding properties are zoned A-1, General Agriculture. Immediately surrounding lots are currently a mix of vacant and 2 lots developed with a mobile home. There is no commercial traffic and no advertising on the property. There have been no improvements or changes since resolution No. 21-R-685 was approved December 21<sup>st</sup>, 2021.
- 7) The lot at 16350 consists of .77 acres for the residential house and artisanal distillery operations. It also consists of .30 acres of agricultural exempt property for growing/harvesting items for our artisanal distillery. The lot at 16400 consists of .75 acres of agricultural exempt property for growing/harvesting items for our artisanal distillery.
- 8) There is a 6' wooden fence extending along the entire south portion of the lot (150'). There properties to the North or East are vacant/undeveloped. The property to the West is where we harvest for producing items in our artisanal distillery.
- 9) Agricultural and/or agricultural related uses including commercial and industrial uses that are functionally related to rural and/or agricultural activities, neighborhood commercial uses, residential development including detached single-family homes, mobile homes, and manufactured housing.

## Attachment A

Document Name: Fish Hawk Spirits (OCF) Description of Distilled Spirits Plant (DSP)

Revision: 08

Last Updated: 9/13/2021

### DESCRIPTION OF DISTILLED SPIRITS PLANT

a. Description of land tract:

Lot 2 (Parcel ID No. 2091-008-002) and a portion of Lot 3 (Parcel ID No. 2091-008-003), Block 8, of Westwood Acres North as recorded in Plat Book Q, Page 101 of the Public Records of Marion County, Florida. Also known as 16400 and 16350 (respectively) SW 20<sup>th</sup> Lane, Ocala, Florida 34481 (property addresses).

The portion of Lot 2 (owned) is beginning at the Southeast corner of parcel 2091-008-002 Point of Beginning Lot 2 (POB-2) extending West 150 feet along the Southern line of the parcel to the Southwest corner of the parcel, thence extending North 300 feet along the Western line of the parcel to the Northwest corner of the parcel, thence extending East 150 feet along the Northern line of the parcel to the Northeast corner of the parcel, thence extending South 300 feet along the Eastern line of the parcel to the Point of Beginning Lot 2 (POB-2), encompassing approximately 45,000 square feet.

The portion of Lot 3 (leased) is beginning at the Southeast corner of parcel 2091-008-003 Point of Beginning Lot 3 (POB-3) extending West 150 feet along the Southern line of the parcel to the Southwest corner of the parcel, thence extending North 110 feet along the Western line of the parcel to a Point, thence extending East 120 feet along the line to a Point, thence extending North to the Northern line of the parcel to a Point, thence extending East 30 feet to the Northeast corner of the parcel, thence extending South 300 feet along the Eastern line of the parcel to the Point of Beginning Lot 3 (POB-3), encompassing approximately 22,200 square feet.

- b. The plant exists as a series of buildings and structures measuring in the aggregate 3,298 square feet.
- c. The plant is located in unincorporated Marion County and is accessible from SW 20<sup>th</sup> Lane.
- d. The plant is divided as follows: 1,216 square feet bonded production area, 208 square feet bonded storage area, and 768 square feet Gift Shop / Tasting Room, and 1,874 square feet of non-bonded production area.
- e. POINT OF BEGINNING LOT 3 (POB-3): Located at the Southeast corner of Lot 3 (Parcel ID No. 2091-008-003), Block 8, of Westwood Acres North as recorded in Plat Book Q, Page 101 of the Public Records of Marion County, Florida. Also known as 16350 SW 20<sup>th</sup> Lane, Ocala, Florida 34481 (property addresses).
- f. DSP BONDED PREMISE / PRODUCTION (A): The Starting Point B (SP-B) of the DSP bonded premise is from the Point of Beginning Lot 3 (POB-3), thence proceed North 61', thence West 50' to Starting Point B (SP-B). From Starting Point B (SP-B), thence proceed East 38', thence South 32', thence West 38', thence North 32' back to Starting Point B (SP-B).
- g. DSP GENERAL PREMISE (B): The Starting Point C (SP-C) of the DSP general premise is from the Point of Beginning Lot 3 (POB-3), thence proceed North 52.5', thence West

## Attachment A

Document Name: Fish Hawk Spirits (OCF) Description of Distilled Spirits Plant (DSP)

Revision: 08

Last Updated: 9/13/2021

42' to Starting Point C (SP-C). From Starting Point C (SP-C), thence proceed South 8', thence proceed East 3', thence North 8', thence West 3' back to Starting Point C (SP-C).

- h. DSP BONDED PREMISE / STORAGE (C): The Starting Point D (SP-D) of the DSP bonded storage premise is from the Point of Beginning Lot 3 (POB-3), thence proceed North 61', thence West 224', thence South 24' to Starting Point D (SP-D). From Starting Point D (SP-D), thence South 26', thence West 8', thence North 26', thence East 8', back to Starting Point D (SP-D).
- i. GIFT SHOP / TASTING ROOM (D): The Starting Point A (SP-A) of the Gift Shop / Tasting Room is from the Point of Beginning Lot 3 (POB-3), thence proceed North 61', thence West 74' to Starting Point A (SP-A). From Starting Point A (SP-A), thence East 24', thence South 32', thence West 24', thence North 32' back to Starting Point A (SP-A).



**Granting the proposed use will not adversely affect the public interest.**

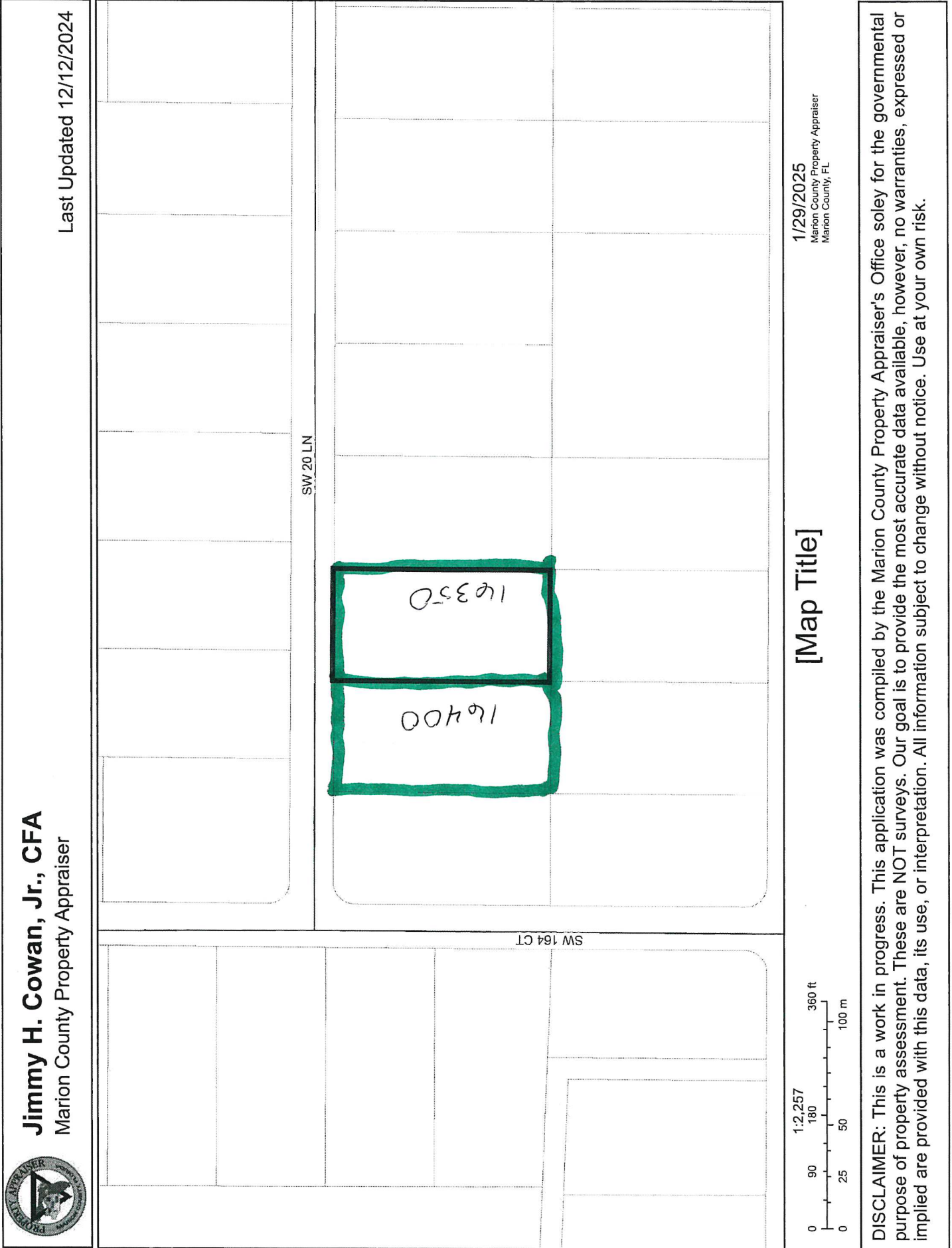
The site consists of two ±1-acre lots surrounded by similar parcels that make up the Westwood Acres North Subdivision consisting of 391 lots. The proposed use will not adversely affect public interest. The subject properties are 16350 and 16400 SW 20<sup>th</sup> Lane in the Westwood Acres Subdivision. The proposed artisanal micro distillery will be limited to the artisan distillery, tasting room, and accessory area and operate with a business officer residing on-site. No commercial traffic and no advertising on the property.

**The proposed zoning change is consistent with the current Comprehensive Plan.**

The FLU Map 1: Marion County 2035 Future Land Use Map of the Comprehensive Plan designates this property as Rural Land. Agricultural and/or agricultural related uses including commercial and industrial uses that are functionally related to rural and/or agricultural activities, neighborhood commercial uses, residential development including detached single-family homes, mobile homes, and manufactured housing. No odor, glare or noise are being generated from the distillery operation. We are registered as an agritourism attraction certified by the State.

**The proposed use is compatible with land uses in the surrounding area.**

The Westwood Acres Subdivision is a subdivision consisting of 391 lots of record eligible for continued development, with the subject property and all surrounding properties are zoned A-1, General Agriculture. Immediately surrounding lots are currently a mix of vacant and 2 lots developed with a mobile home. There have been no improvements or changes since resolution No. 21-R-685 was approved December 21<sup>st</sup>, 2021.





3/2 Frame House

Fish Hawk Spirits  
Ocala Distillery (OCF)  
16350 SW 20<sup>th</sup> Ln  
Ocala, FL 34481  
Federal & State DSP Layout

Rev: 10  
Last Updated: 09/21/2021

Driveway

- A: DSP Bonded Premise / Production
- B: DSP General Premises
- C: DSP Bonded Premise / Storage
- D: Gift Shop / Tasting Room
- POB-2: Point of Beginning Lot 2
- POB-3: Point of Beginning Lot 3
- SP-A: Starting Point A
- SP-B: Starting Point B
- SP-C: Starting Point C
- SP-D: Starting Point D
- S-1: 50 gallon still
- S-2: 250 gallon still
- S-3: 80 gallon still
- S-4: 500 gallon still
- S-5: 0.264 gallon still
- S-6: 15 gallon still
- S-7: 15 gallon still
- S-8: 15 gallon still
- S-9: 500 gallon mixing tank
- S-10: 700 gallon fermenter
- S-11: 700 gallon fermenter
- S-12: 700 gallon fermenter
- S-13: 700 gallon fermenter
- S-14: 500 gallon mash tun
- S-15: 300 gallon mash tun
- S-16: 500 blending tank

Parking Area

