

August 22, 2025

PROJECT NAME: IRVINE ACRES

PROJECT NUMBER: 2025030076

APPLICATION: AGRICULTURAL LOT SPLIT #32669

- 1 DEPARTMENT: 911 - 911 MANAGEMENT
REVIEW ITEM: Agricultural Lot Split
STATUS OF REVIEW: INFO
REMARKS: APPROVED
- 2 DEPARTMENT: 911 - 911 MANAGEMENT
REVIEW ITEM: Required Signage Affidavit
STATUS OF REVIEW: INFO
REMARKS: 911 - CONDITIONAL APPROVAL contingent upon providing an affidavit affirming that the quadrant street signs have been erected along with any other required signage (i.e. stop signs). Affidavit is to be submitted within 4 weeks of plan approval and prior to the recording of the final approved Ag Lot Split.
- 3 DEPARTMENT: DOH - ENVIRONMENTAL HEALTH
REVIEW ITEM: Agricultural Lot Split
STATUS OF REVIEW: INFO
REMARKS: Lots are all over 10 acres. Well and septic can be installed
- 4 DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: Agricultural Lot Split
STATUS OF REVIEW: INFO
REMARKS: 1) Approved by DRC 6/9/2025: A MSBU is required to be established for the subdivision. Alternatively, a waiver to the MSBU would be supported if the applicant provides POA/HOA documents, or an Easement Agreement that include provisions for the construction and maintenance of the common area improvements (i.e. the roads and stormwater controls).
2) INFO: There are flood prone areas on the property that are not identified on the plans
3) INFO: Please be advised that each lot will require a Major Site Plan or waiver when the existing and proposed impervious coverage exceeds 9,000 square feet. Several Ag Lot Splits will address the common elements (the shared driveway) with stormwater controls, and then each lot is responsible for its own stormwater.
- 5 DEPARTMENT: ENGIN - DEVELOPMENT REVIEW
REVIEW ITEM: 2.16.4.C(3) - Upon approval of the agricultural lot split, at the applicant's expense, the applicant shall record the maps and documents in the public records of Marion County, Florida and provide appropriate copies to the Office of the County Engineer
STATUS OF REVIEW: INFO
REMARKS: Upon approval of the agricultural lot split, at the applicant's expense, the applicant shall record the maps and documents in the public records of Marion County, Florida and provide appropriate copies to the Office of the County Engineer
- 6 DEPARTMENT: ENGIN - DEVELOPMENT REVIEW
REVIEW ITEM: Provide mylar and legal documents for recording prior to approval

STATUS OF REVIEW: INFO

REMARKS:

7 DEPARTMENT: ENGSUR - SURVEY REVIEW

REVIEW ITEM: Agricultural Lot Split

STATUS OF REVIEW: INFO

REMARKS: C. Agricultural lot splits. Prior to DRC approval, in addition to other requirements, the following shall be required:

(1) Legal descriptions, acreage and square footage of the original and proposed lots together with the legal description of any existing or proposed easements shall be shown on a boundary survey prepared by a professional surveyor and mapper registered in the State of Florida. The survey must show all structures, easements, surface water bodies, the one percent (100-year) flood plain with base elevation, wetland and amount of acreage inside and outside of the flood plain and/or wetland.

(2) Title opinion of an attorney licensed in Florida or a certificate by a licensed title company dated through the date of final approval, showing all persons or entities with an interest of record in the property, including but not limited to, the record fee owners, easement holders, and mortgage and lien holders. The report shall include the tax identification number(s) for the property and copies of all documents such as vesting deeds, existing mortgages and any other documents evidencing an interest in the property which are referenced in the title opinion.

(3) Upon approval of the agricultural lot split, at the applicant's expense, the applicant shall record the maps and documents, in the public records of Marion County, Florida and provide appropriate copies to the Office of the County Engineer.

8 DEPARTMENT: ENRAA - ACQ AGENT ENG ROW

REVIEW ITEM: 2.16.1.B(8) - Agricultural lot splits outside of the Urban Growth Boundary:

STATUS OF REVIEW: INFO

REMARKS:

9 DEPARTMENT: ENRAA - ACQ AGENT ENG ROW

REVIEW ITEM: 2.16.1.B(8)(f) - If an easement is utilized the following requirements shall apply:

STATUS OF REVIEW: INFO

REMARKS:

10 DEPARTMENT: ENRAA - ACQ AGENT ENG ROW

REVIEW ITEM: 2.16.4.C - Agricultural lot splits. Prior to DRC approval, in addition to other requirements, the following shall be required: C(1) & C(2)

STATUS OF REVIEW: INFO

REMARKS:

11 DEPARTMENT: ENGTRF - TRAFFIC REVIEW

REVIEW ITEM: 2.16.1.B(8)(f)3 - Connect to a publicly maintained road meeting driveway spacing requirements. The easement shall be paved a minimum of 20 feet beyond the public right of way.

STATUS OF REVIEW: INFO

REMARKS: 6/6/25 - CONDITIONAL APPROVAL subject to obtaining a driveway permit and constructing the paved driveway and traffic signs prior to recording the easement.

12 DEPARTMENT: FRMSH - FIRE MARSHAL REVIEW

REVIEW ITEM: Agricultural Lot Split

STATUS OF REVIEW: INFO

REMARKS: No Issue with Fire

13 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: Additional Zoning comments
STATUS OF REVIEW: INFO
REMARKS: FEMA flood zone X
No ESOZ
Secondary Springs Protection Overlay Zone

14 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: Agricultural Lot Split

STATUS OF REVIEW: INFO

REMARKS: 8/11/25 Not complied with. No easement shown between lots 4 & 5. No response on initial comment letter. 6/10/25 Parcel 03150-000-00 is located within the Marion County Utility Service Area; however, it is currently outside the connection distance, with the nearest MCU utility infrastructure located over 5 miles away. The utility easement shown on Plan Sheet 2 is sufficient for MCU to extend future utilities into the development. MCU requests an additional easement along the lot line between Lots 4 and 5, extending to the property boundary, to accommodate potential future extensions.



**Marion County
Board of County Commissioners**

Office of the County Engineer

412 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8686
Fax: 352-671-8687

AR #32669

DEVELOPMENT REVIEW COMMITTEE WAIVER REQUEST FORM

Date: 03/27/2025 Parcel Number(s): 03150-000-00 Permit Number: _____

A. PROJECT INFORMATION: Fill in below as applicable:

Project Name: Irvine Acres Commercial ☐ Residential ☒
Subdivision Name (if applicable): _____
Unit _____ Block _____ Lot _____ Tract _____

B. PROPERTY OWNER'S AUTHORIZATION: The property owner's signature authorizes the applicant to act on the owner's behalf for this waiver request. The signature may be obtained by email, fax, scan, a letter from the property owner, or original signature below.

Name (print): MG Properties & Investments LLC
Signature: NATHAN GARCIA
Mailing Address: 1553 E Fort King Street City: Ocala
State: Florida Zip Code: 34471 Phone # 352-209-1126
Email address: ngarcia@mcbrieland.com

C. APPLICANT INFORMATION: The applicant will be the point of contact during this waiver process and will receive all correspondence.

Firm Name (if applicable): Rogers Engineering, LLC Contact Name: Melinda Clemons
Mailing Address: 1105 S.E. 3rd Avenue City: Ocala
State: Florida Zip Code: 34471 Phone # 352-622-9214
Email address: mclemmons@rogerseng.com

D. WAIVER INFORMATION:

Section & Title of Code (be specific): _____ Section 2.16.1.B(8) - Agricultural lot split
Reason/Justification for Request (be specific): To allow division of land pursuant to code.

DEVELOPMENT REVIEW USE:

Received By: Email 3/27/25 Date Processed: 3/28/25 CF Project # 2025030076 AR # 32669

ZONING USE: Parcel of record: Yes ☐ No ☐ Eligible to apply for Family Division: Yes ☐ No ☐
Zoned: _____ ESOZ: _____ P.O.M. _____ Land Use: _____ Plat Vacation Required: Yes ☐ No ☐
Date Reviewed: _____ Verified by (print & initial): _____



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DEVELOPMENT REVIEW COMMITTEE WAIVER REQUEST FORM

Section & Title of Code (be specific) Section 2.16.1.B(8)(g) Establishment of County M.S.B.U.
Reason/Justification for Request (be specific): Provide an Easement Agreement for maintenance

Section & Title of Code (be specific) _____
Reason/Justification for Request (be specific): _____

Section & Title of Code (be specific) _____
Reason/Justification for Request (be specific): _____

Section & Title of Code (be specific) _____
Reason/Justification for Request (be specific): _____

Section & Title of Code (be specific) _____
Reason/Justification for Request (be specific): _____

Section & Title of Code (be specific) _____
Reason/Justification for Request (be specific): _____

Section & Title of Code (be specific) _____
Reason/Justification for Request (be specific): _____

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR
"IRVINE ACRES" (AN AGRICULTURAL LOT SPLIT)

MG Properties & Investments, LLC ("Declarant") is the fee simple owner of all the real property known as IRVINE ACRES, a subdivision by agricultural lot split, located in Marion County, Florida, does hereby declare these Easements, Covenants, Conditions and Restrictions for Irvine Acres (the "Declaration").

W I T N E S S E T H:

WHEREAS, the Declarant is the Owner of the real property more particularly described on Exhibit A attached hereto (the "Property"), which consists of ten (10) parcels of land (each a "Lot") pursuant to the Land Development Regulations of Marion County, Florida; and,

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and the common improvements constructed and maintained thereon, and, for this reason, desires to subject the Property to the covenants, restrictions, easements, charges and liens in this Declaration, each and all of which is and are for the benefit of such property and each Owner thereof.

NOW, THEREFORE, the Declarant declares that the real property described as the Property, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration which shall run with real property and be binding on all parties having any right, title or interest in the Property, their heirs, personal representatives, successors and assigns (each an "Owner").

KNOW ALL MEN BY THESE PRESENTS, that:

Declarant hereby declares the following restrictions and limitations on use and development, which shall bind each, and all subsequent owners, whether holders of legal or equitable title, or both, and which shall constitute covenants running with the land described above.

1. The Property may be used for residential and agricultural purposes only. No commercial business activity shall be allowed on the Property except those allowed under Paragraph 6 of this declaration.
2. All homes and dwelling units on the Property must be of conventional construction or shall be modular homes which have an appearance substantially similar to site-built homes and are installed on permanent foundations. For the purposes of clarity, no home or dwelling unit shall be permitted which resembles a mobile home. All homes and dwelling units shall be built in compliance with any applicable requirements of the State of Florida (the "State") and Marion County, Florida (the "County"), including those for setbacks set forth in the Marion County Land Development Code. If more than one adjacent Lot has identical Owners, all such Lots may be treated as one Lot for the purpose of this restriction, subject to approval by the County. Mobile homes, manufactured homes, or homes moved from any other location are prohibited.
3. Barn apartments are permitted and must be located within the confines of a barn or similar structure. Any such apartment shall comply with any applicable state and county requirements.
4. Barns, stables, storage buildings and other outbuildings and fences must be constructed with new materials, in a skilled workmanlike manner, and in compliance with any applicable state and county requirements.
5. No noxious or offensive activity shall be carried on upon any Lot within any portion of the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All Lots shall be mowed and maintained so as not to become unsightly.

6. Commercial businesses are not permitted. Commercial farming is not permitted, except that horses & beef cattle may be raised and trained commercially. Personal farming operations are permitted, however, no more than two (2) pigs may be on any Lot at one time. Birds, housecats, dogs, livestock, poultry or other animals and household pets retained for domestic use or personal consumption are permitted. All animals shall remain within fenced portions of the owner's Lot unless on a leash or other similar type of equipment. The foregoing notwithstanding, no Lot shall be permitted more than four (4) dogs and four (4) housecats at any time. Animals shall at all times be kept under the control of and shall be the sole responsibility of the Lot's Owner.
7. All fencing to be constructed on the Lot shall be black 3 or 4 board fencing of treated wood or top board fencing of treated wood backed with no climb wire mesh.
8. No non-operating vehicles, accumulation of debris, refuse, trash or junk may be placed or stored on the Property. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and stored so as not to become unsightly.
9. The Declarant hereby creates and reserves a perpetual, non-exclusive easement for the construction and maintenance of utilities, such as water, sewer, gas, telephone, electric and cable television, as well as ingress and egress necessary to construct and maintain such utilities. Such utility easement shall encumber and be effective upon, across, over, and under the lands lying within the Common Easement as described below and within ten (10) feet of the side boundaries of said Lots ("Utility Easement Areas"). In the event two (2) or more adjoining Lots are owned by the same Party, this easement reservation shall not apply to the interior lot line of those adjoining Lots. Further, Declarant, its successors and assigns hereby reserves the right to create additional utility easement areas for the construction and maintenance of utilities serving the Owners or owners of adjacent properties.

10. **Private Drive Access and Utility Easement; Maintenance.**

- A. The Property is comprised of ten (10) parcels of land, each being more fully described in Exhibit "A". Declarant hereby creates and reserves a perpetual, non-exclusive easement for vehicular ingress and egress, for the use of emergency and utility vehicles, and for construction, operation and maintenance of utilities (the "Common Easement"), for use by the record owner(s) of each Lot, their heirs, successors, assigns, guests, and invitees (the "Easement Users"), over and across that real property described on the attached Exhibit "B" (the "Common Easement Area").
- B. Each Owner shall maintain the portion of the Common Easement encumbering his or her respective Lot, ensuring that such portion of the Common Easement is kept in a good and safe condition suitable for safe and efficient travel by the Easement Users and emergency vehicles and suitable for the installation and maintenance of utilities.
- C. In the event any Lot owner fails to maintain the portion of the Common Easement on his or her Lot (a "Non-Performing Owner"), any other Owner (a "Curative Owner") may, at its option, provide such Non-Performing Owner with written notice of the failure to maintain. If the Non-Performing Owner does not remedy such failure within ten (10) days of receipt of such notice, the Curative Owner may cause for the failure to be remedied, and shall be entitled to reimbursement for the cost incurred performing such maintenance from the Non-Performing Owner.
- D. All parties acquiring title to any Lot located within the Property understand and acknowledge that the access via the Common Easement will not be maintained by Marion County and/or a local municipality; the duty to maintain the Common Easement shall rest with the Owners.

E. The Declarant, or its successors or assigns, including the Owners, may, upon a two-thirds vote of Lot Owners, transfer the Common Easement Area to Marion County, Florida, or the local government having jurisdiction. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of such real property and improvements to standards and conditions required by the local government.

F. ALL PARTIES ACQUIRING TITLE TO A LOT LOCATED WITHIN THE PROPERTY UNDERSTAND AND ACKNOWLEDGE THAT THE ACCESS VIA THE COMMON EASEMENT WILL NOT BE MAINTAINED BY MARION COUNTY AND/OR A LOCAL MUNICIPALITY; THE DUTY TO MAINTAIN THE COMMON EASEMENT SHALL REST WITH THE OWNERS.

11. If the Parties hereto, their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated within the Property to bring an action at law or in equity against the person or persons violating or attempting to violate this Declaration, and shall be entitled to equitable relief and/or damages. Any party hereto specifically acknowledges that the remedy at law for any breach of the covenants shall be inadequate and that, in addition to any other remedy at law or in equity, injunctive relief shall be appropriate. The failure of any party to enforce any violation of the Declaration shall not be deemed a waiver of the right to do so thereafter as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.
12. In connection with any litigation arising from this Declaration, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appellate proceedings.
13. These Covenants, Conditions and Restrictions shall continue in full force and effect with respect to the property for a period of forty (40) years from the date of recording this instrument, after which time they shall be automatically extended for successive periods of ten (10) years, subject to the provisions of the following paragraph. The Covenants, Conditions and Restrictions are to run with the land, and except and as otherwise provided herein, shall be binding upon the Declarant and upon all other parties and persons claiming under or through Declarant to all or any portion of the property.
14. Until such time as Declarant is no longer an Owner of a Lot, or the holder of a mortgage secured by any Lot or any portion thereof (the "Declarant Turnover Date"), Declarant (or Declarant's assignee) shall have the right to amend this Declaration in any manner the Declarant (or Declarant's assignee) deems necessary and Declarant shall also have the right to release any Lot from any part of the Declaration which has been violated if the Declarant, in its sole judgment determines such violation to be a minor or immaterial violation. No such amendment or release by Declarant shall be valid until recorded in the Public Records of Marion County, Florida. The conveyance of a Lot to an Owner shall not be deemed an assignment of any of Declarant's rights reserved under this Declaration.
15. After Declarant Turnover Date, the Owners shall have the right and power of amendment of this Declaration. No such amendment, supplement or modification to this Declaration shall be valid unless signed by the then record Owners of two-thirds of the Lots and then recorded in the Public Records of Marion County, Florida.
16. The purpose of these Restrictive Covenants is to ensure maintenance of common improvements, protect property values, prevent nuisances, prevent the impairment of the attractiveness of the property, and maintain the desired character of the community to thereby secure to each property owner the full benefit and enjoyment of his property with no greater restriction upon the free and undisturbed use of the property that is necessary to insure the same advantages to the other owners.
17. All rights, power and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Declaration invalid, illegal, or unenforceable under any applicable law. Invalidation or removal of any

of the covenants by judgment, decree, court order, statute, ordinance or amendment by the Declarant, his successors or assigns, shall in no way affect any of the other provisions which shall remain in full force and effect.

18. All easements, rights, and covenants specified in this Declaration, and any subsequent amendment or modification thereof shall be superior to all leases, sales, conveyances, transfers, assignments, contracts and mortgages and other encumbrances and instruments in any way affecting Lots, and any party foreclosing any such mortgage, lien or encumbrance and all persons or entities acquiring title to any interest in title to such portion of the Lots that is subject to the easements, covenants and rights granted under this Declaration shall take title to said real property subject to the terms and provisions of this Declaration.
19. This Declaration shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. To the fullest extent permitted by law, the parties hereto hereby: (a) submit to the jurisdiction of the Florida and United States courts for the Florida judicial circuit and the federal district, respectively, wherein lies Marion County, Florida, for purposes of any legal action or proceeding brought under or in connection with this Declaration, (b) agree that exclusive venue of any such action or proceeding may be laid in Marion County, Florida, and (c) waive any claim that the same is an inconvenient forum.
20. 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 OF THIS AGREEMENT, 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. ALL PARTIES 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. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF THIS SECTION, WHICH CONCERNS THE WAIVER OF EACH PARTY'S RIGHT TO TRIAL BY JURY.
21. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity. Failure by any Party to observe the covenants and agreements set forth herein shall not result in the termination of the rights granted under this Declaration, or in any manner curtail the use of any easements or rights granted herein, the remedy for such failure being limited to equitable relief and an action or actions for damages.
22. Each Lot owner shall, upon written request from time to time of any other Owner, as often as is reasonable, timely issue at no charge to a prospective mortgagee of such other Owner or to a prospective purchaser or successor Owner to such other Owner, an Estoppel Certificate stating: (a) whether the Owner to whom the request has been directed knows of any defaults by any Owner under this Declaration, and if there are known defaults, specifying the nature thereof; (b) whether this Declaration has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); (c) that to the best of the requested Owner's knowledge this Declaration as of that date is in full force and effect; and (d) that to the best of the requested Owner's knowledge there are/are not any sums owed by any Owner. Such statement shall act as a waiver of any claim by the Owner furnishing it to the extent such claim is based upon facts contrary to those asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement. Each Owner shall

execute and return such Estoppel Certificate delivered to Owner within five days after its receipt. Failure to comply with this requirement shall be deemed such Owner's acknowledgment that the Estoppel Certificate is true and correct, and may be relied upon by a lender or purchaser.

23. After the Declarant Turnover Date, Declarant shall have no further obligations hereunder, nor any power to amend this Declaration, and Declarant may, at its option, record an affidavit in the Public Records of Marion County, Florida evidencing the Declarant Turnover Date. However, no such recording shall be required to effect the Declarant Turnover Date.
24. Notwithstanding any provision herein to the contrary, except as prohibited by law, Declarant may assign its rights as Declarant to a third-party at any time, in Declarant's sole discretion, by recording a valid Assignment of Declarant's Rights executed by Declarant and its assignee in the Official Records of Marion County, Florida. After such recording, except as otherwise provided by law or such Assignment of Declarant's Rights, the assignee of such rights shall immediately assume all the rights of the Declarant hereunder and MG PROPERTIES & INVESTMENTS., LLC shall be released from all obligations and liabilities specific to its role as the Declarant hereunder.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Easements, Covenants, Conditions and Restrictions for "Irvine Acres" an Agricultural Lot Split this ____ day of March, 2025.

MG PROPERTIES & INVESTMENTS, LLC

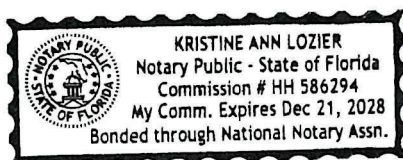
By: _____

Nathan Garcia, Manager

STATE OF FLORIDA
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of March, 2025 by, Nathan Garcia as Manager of **MG PROPERTIES & INVESTMENTS, LLC**, who is known to me (YES ☒ NO ☐) to be the persons described in and who executed the foregoing instrument, OR who has produced _____ as identification and acknowledged before me that they executed same for the purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of March, 2025.



Kristine Ann Lozier

Kristine Ann Lozier (Print Name)

Notary Public, State of Florida

My Commission Expires: 12/21/28

EXHIBIT "A"

(Legal Description - Parent Parcel):

EXHIBIT "B"

(Common Easement – Legal Description)

MARION COUNTY, FLORIDA

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 12 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA; THENCE N89°41'42" W, ALONG THE NORTH LINE THEREON, 167.74 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S02°46'25" E, 73.61 FEET; THENCE S02°42'45" W, 53.003 FEET; THENCE S89°46'16" E, 17.70 FEET; THENCE N60°00'00" E, 99.45 FEET; THENCE S89°46'16" E, 100.00 FEET; THENCE S60°00'00" E, 57.98 FEET; THENCE S02°53'30" E, 702.10 FEET TO THE POINT OF BEGINNING; THENCE PROCEED S02°53'30" E, 65.47 FEET TO A POINT; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED NORTH, 143.99 FEET; THENCE N21°57'05" W, 246.62 FEET; THENCE NORTH, 276.63 FEET;

LOT 2
A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 12 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA; THENCE NB89°41'42"W, ALONG THE NORTH LINE THEREOF, 167.74 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S02°46'25"E 2, 731.66 FEET; THENCE S05°49'45"W, 530.03 FEET; THENCE S86°46'16"E, 17.70 FEET; THENCE N60°00'00"E, 79.45 FEET; THENCE S86°44'16"E, 100.00 FEET; THENCE S71°00'00"E, 134.77 FEET; THENCE S69°58'49"E, 636.21 FEET; THENCE S86°44'16"E, 636.21 FEET; THENCE S86°44'16"E, 100.00 FEET; THENCE S86°44'16"E, 636.21 FEET; THENCE N02°25'39"E, 688.63 FEET TO THE POINT OF BEGINNING.

LOT 3
A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 29 AND THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 12 SOUTH, RANGE 121 EAST, MARION COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE N89°41'42" W, ALONG THE NORTH LINE THEREOF, 167.74 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S02°46'25" W, 731.66 FEET TO THE POINT OF BEGINNING; THENCE S03°49'45" W, 530.03 FEET; THENCE S89°46'16" W, 17.70 FEET; THENCE N60°00'00" W, 79.45 FEET; THENCE S89°46'16" W, 100.00 FEET; THENCE S00°00'00" W, 57.98 FEET; THENCE S02°15'30" W, 13.47 FEET; THENCE EAST, 636.21 FEET; THENCE NORTH, 375.78 FEET; THENCE N45°00'00" W, 220.00 FEET; THENCE WEST, 681.36 FEET

LOT 4
A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE N89°41'42" W, ALONG THE NORTH LINE THEREOF, 167.74 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S02°46'25" E, 731.66 FEET TO THE POINT OF BEGINNING; THENCE S03°40'45" W, 530.03 FEET; THENCE N89°44'16" W, 804.54 FEET; THENCE NORTH, 530.68 FEET; THENCE S89°39'20" E, 839.94 FEET TO THE POINT OF BEGINNING.

LOT 5
A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE N89°41'42" W, ALONG THE NORTH LINE THEREOF, 167.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°41'42" W ALONG SAID NORTH LINE, 804.53 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED SOUTH, 730.03 FEET; THENCE S90°32'02" E, 819.94 FEET; THENCE N02°46'25" W, 751.66 FEET TO THE POINT OF BEGINNING.

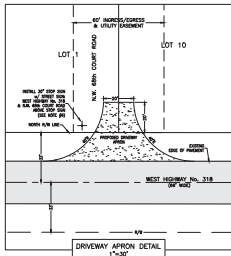
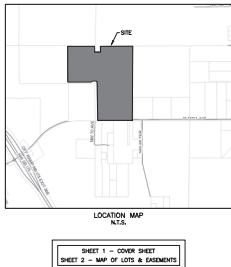
LOT 6
A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 29 AND THE SOUTHEAST 1/4 OF SECTION 30, ALL BEING IN TOWNSHIP 12 SOUTH,
RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE NORTHWEST CORNER SAID SOUTHWEST 1/4 THENCE 500.40' ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF
208.75 FEET; THENCE DEPARTING SAID WEST LINE, PROCEED N83°53'40"E, 109.18 FEET; THENCE W89°52'02"E, 99.58 FEET; THENCE N00°19'08"N, 99.92
FEET; THENCE N00°31'55"W, 108.70 FEET TO A POINT ON THE NORTH LINE OF APFORDSAD SOUTHWEST 1/4; THENCE N89°56'39"E ALONG SAID NORTH
LINE, 340.54 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED SOUTH, 735.04 FEET; THENCE WEST, 681.36 FEET; THENCE S02°42'W, 731.66
FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE S14°E ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 144.74 FEET TO

LOT 7
A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE N89°56'39"E ALONG THE NORTH LINE THEREOF, 548.03 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, PROCEED SOUTH, 730.54 FEET, THENCE S45°00'00"E, 110.50 FEET; THENCE N45°00'00"E, 477.90 FEET; THENCE S45°00'00"E, 110.50 FEET; THENCE N45°00'00"E, 477.92 FEET TO A POINT ON AFORSAID NORTH LINE OF THE SOUTHWEST 1/4; THENCE S45°00'00"E ALONG SAID NORTH LINE, 721.89 FEET TO THE POINT OF BEGINNING.

LOT 8
A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE N89°56'39"E ALONG THE NORTH LINE THEREOF, 549.03 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED SOUTH, 730.54 FEET; THENCE S45°00'10"E, 110.50 FEET TO THE POINT OF BEGINNING; THENCE M45°00'00"E, 376.91 FEET; THENCE S45°00'10"E, 728.82 FEET; THENCE WEST, 636.29 FEET; THENCE NORTH, 312.78 FEET; THENCE N45°00'00"E, 376.91 FEET TO THE POINT OF BEGINNING.

LOT 9
A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE N89°56'39"E ALONG THE NORTH LINE THEREOF, 1340.91 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°01'55"E, 1200.34 FEET TO THE POINT OF BEGINNING; THENCE WEST, 636.29 FEET; THENCE SOUTH, 664.43 FEET; THENCE EAST, 834.62 FEET; THENCE N00°01'55"W, 684.41 FEET TO THE POINT OF BEGINNING.

LOT 10
A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF BEGINNING
DEPARTING SAID NORTH LINE, PROCEED S00°01'55"E, 188.477 FEET TO A POINT OF A POINT; THENCE N99°59'33"E ALONG THE NORTH LINE THEREOF, 1340.91 FEET; THENCE S00°01'55"E ALONG THE NORTH LINE THEREOF, 723.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST HIGHWAY NO. 318 (66 FEET WIDE); THENCE N89°59'30"E ALONG SAID RIGHT-OF-WAY LINE, 544.88 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED NORTH, 149.99 FEET; THENCE N21°57'05"E, 246.82 FEET ALONG SAID NORTH, 343.83 FEET TO

[illegible]

1. A RESIDENTIAL DRIVEWAY PERMIT MUST BE ISSUED PRIOR TO ANY CONSTRUCTION WITHIN THE COUNTY RIGHT-OF-WAY.
2. DRIVEWAY APPROX STRUCTURE COURSE SHALL BE 6" MIN. THICKNESS CONCRETE W/ 6"x6" #10 WMM ELEVATED 2" ABOVE GROUND GRADE AT FORM UP OR 1.25" THICKNESS ASPHALT OVER 6" THICK LIME ROCK BASE (LBS 100 - 98% DENSITY).
3. THE NEED FOR A CULVERT (AND DIAMETER SIZE) OR A SWALED DRIVEWAY SHALL BE DETERMINED BY A COUNTY FIELD INSPECTION AS PART OF THE DRIVEWAY PERMIT.
4. IF A CULVERT IS REQUIRED IT MUST HAVE CONCRETE MITERED END SECTIONS.
5. CONCRETE DRIVEWAYS MUST PROVIDE AN EXPANSION JOINT AT THE EXISTING EDGE OF PAVEMENT.

MEKELLE M. BOYER
PROFESSIONAL SURVEYOR & MAPPER
REGISTRATION No. 7398
STATE OF FLORIDA

BCC EASEMENT BOOK _____ PAGE _____

- BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, MAG-83, AND DERIVED FROM THE NATIONAL TRIANGULATION NETWORK.
2. LOTS 1 THROUGH 10 SHALL FORM ON THE COMMON DRIVEWAY WITHIN THE NON-EXCLUSIVE EASEMENT AND DRIVEWAYS CONNECTING TO IT SHALL MEET RESIDENTIAL DRIVEWAY SPACING REQUIREMENTS ESTABLISHED BY MARION COUNTY CODE.
3. PERTAINING TO LOTS 1 & 10, THERE SHALL BE NO DRIVEWAY CONNECTIONS TO WEST HIGHWAY No. 318 OTHER THAN THE COMMON DRIVEWAY WITH THE 60 FEET WIDE EASEMENT.
- THE LEGAL DESCRIPTIONS SHOWN HEREON WERE WRITTEN BY THE SURVEYOR.
4. THERE SHALL BE NO FENCES CONSTRUCTED WITHIN THE NON-EXCLUSIVE INGRESS/EGRESS & UTILITY EASEMENT AS SHOWN AND DESCRIBED HEREON. THIS INCLUDES THE EMERGENCY VEHICLE TURN AREA.
5. THE STOP SIGN & STREET SIGN WILL BE INSTALLED ON A 2"x2" SQUARE POST, 14 FT. IN LENGTH, 1 1/2 GAUGE, 4 LB/SY., IN ACCORDANCE WITH MARION COUNTY STANDARDS. THESE SIGNS SHALL BE LOCATED AT THE INTERSECTION OF THE DRIVEWAY PAVEMENT AND SHALL BE COMPLETED PRIOR TO RECORDING OF THIS PLAN.
6. THE ENTIRE PROPERTIES ARE IN A ZONE "A" (AREA OF MINIMAL FLOOD HAZARD) ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP (FIRM) NUMBER 17090C01200E DATED 04/14/03. THE FLOOD RISK CATEGORY IS 1.0. SEE 05/26/03 FOR DETAILS.
7. THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS SHALL HAVE NO DUTY OR RESPONSIBILITY WHATSOEVER IN THE MAINTENANCE OF THE NON-EXCLUSIVE INGRESS/EGRESS & UTILITY EASEMENT.
8. IF ANY DAMAGE TO THE ROADWAY OCCURS, WHETHER BY ASPHALT, LIMESTOCK OR SIMILAR IMPROPER MATERIALS, IT MAY BE NECESSARY TO PROVIDE A DRAINAGE PLAN, PREPARED BY A FLORIDA LICENSED ENGINEER, TO ADDRESS STORMWATER RUNOFF. THE PLAN MUST BE APPROVED BY THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS.
9. IF THE STABILIZED DRIVEWAY IS IMPROVED WITH IMPROPER MATERIALS, THAT PORTION OF THE PAVED DRIVEWAY THAT IS WITHIN EACH INDIVIDUAL LOT SHALL BE CONSIDERED AS IMPROVED AREA ALLOCATED TO THE LOT, UNLESS SEPARATE DRAINAGE FACILITIES ARE PROVIDED.
10. DEVELOPMENT OF IMPROVED AREAS ON EACH LOT IS LIMITED TO 9000 SQUARE FEET UNLESS A MAJOR SITE PLAN, OR A WAIVER FOR THE SAME, IS SUBMITTED TO THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS.
11. THE 60 FEET NON-EXCLUSIVE INGRESS/EGRESS & UTILITY EASEMENT SHOWN AND DESCRIBED HEREON IS ADDRESSED IN DETAIL IN THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR IRVINE ACRES AS RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____ OF _____.

| REVISION | |
|----------|--|
| DATE | |
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| | |
| | |

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ROGERS ENGINEERING
& Land Surveying

IRVINE ACRES
AGRICULTURAL LOT SPLIT PLAN
Cover Sheet

JOB No.
KB IRVINE ACRES ALS

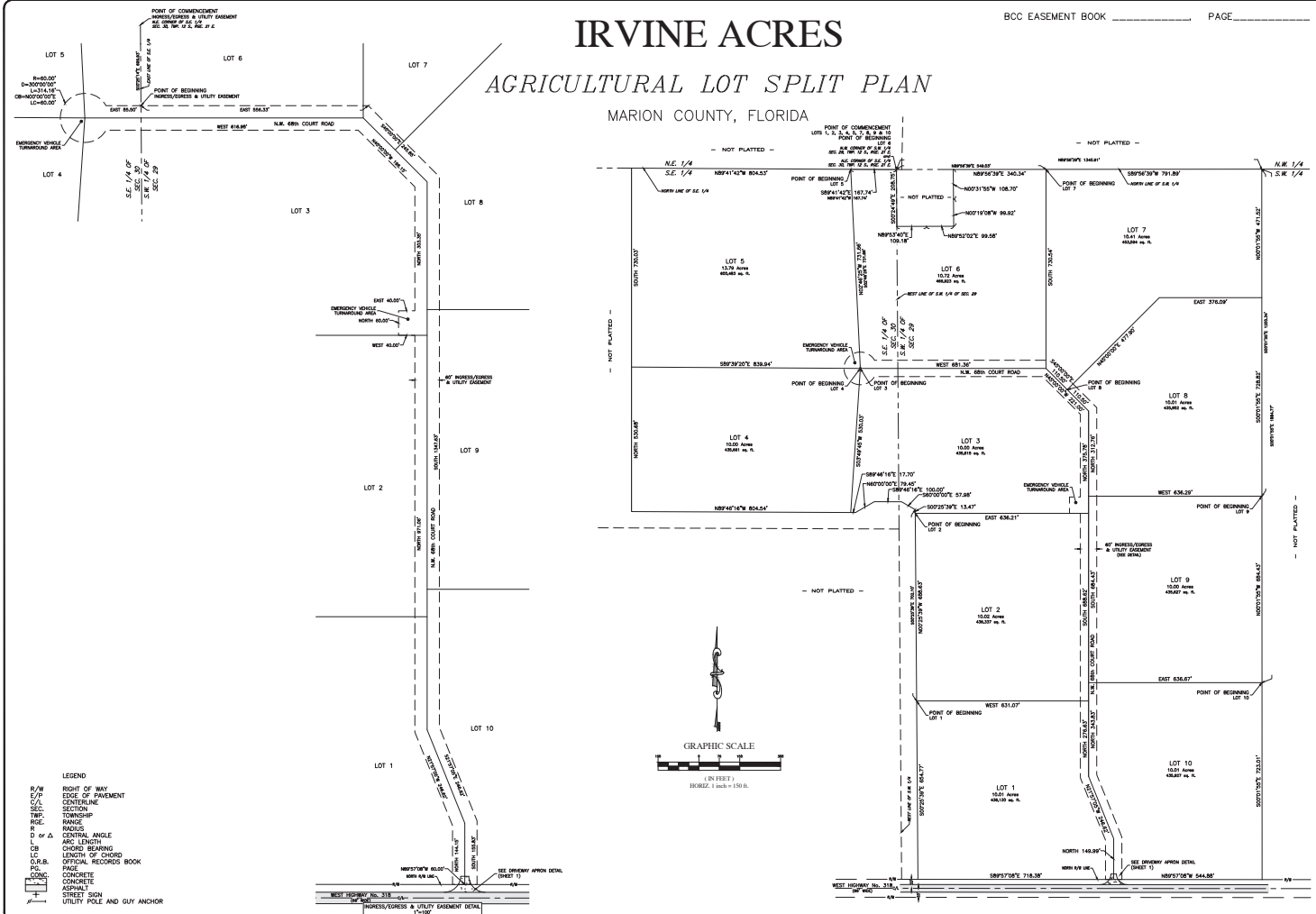
DATE
06/28/2025

SCALE
N.T.S.

SHEET
1 OF 1

MARION COUNTY, FLORIDA

BCC EASEMENT BOOK _____, PAGE _____



| | |
|---|--|
| JOB No. 108-0100-0005-0001-0001 | |
| DATE 08/26/2005 | |
| SCALE 1" = 50'-0" | |
| SHEET 1 of 10 | |
| Map of Lots & Easements | |
| IRVINE ACRES AGRICULTURAL LOT SPLIT PLAN | |
| ROGERS ENGINEERING & Land Surveying  | |
| 1105 S.E. 3rd Avenue • Ocala, Florida 34471 • Ph: (352) 625-9114 • Fax: (352) 6072114 | |
| Robert L. Rogers, P.E. rogers@rogerssurvey.com | |
| History A. Rogers, P.E. hrogers@rogerssurvey.com | |
| Matthew T. Rogers, P.E. mrogers@rogerssurvey.com | |
| DATE _____ | |
| REVISION _____ | |

IRVINE ACRES
CULTURAL LOT SPLIT
Map of Lots & Easements

Map of Lots & Easements

JOB No.
IRVINE ACRES ALS

DATE
05/28/2025

SCALE
1" = 150'

SHEET
2 OF 2

JOB No.
IRVINE ACRES ALS

DATE
05/28/2025

SCALE
1" = 150'

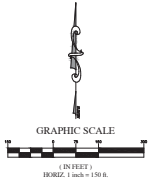
SHEET
2 OF 2

JOB No.
IRVINE ACRES ALS

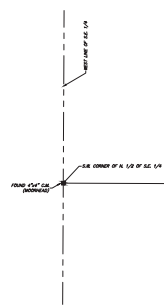
DATE
05/28/2025

SCALE
1" = 150'

SHEET
2 OF 2



GRAPHIC SCALE
(IN FEET)
HORIZ. 1 inch = 150 ft.



LEGAL DESCRIPTIONS:

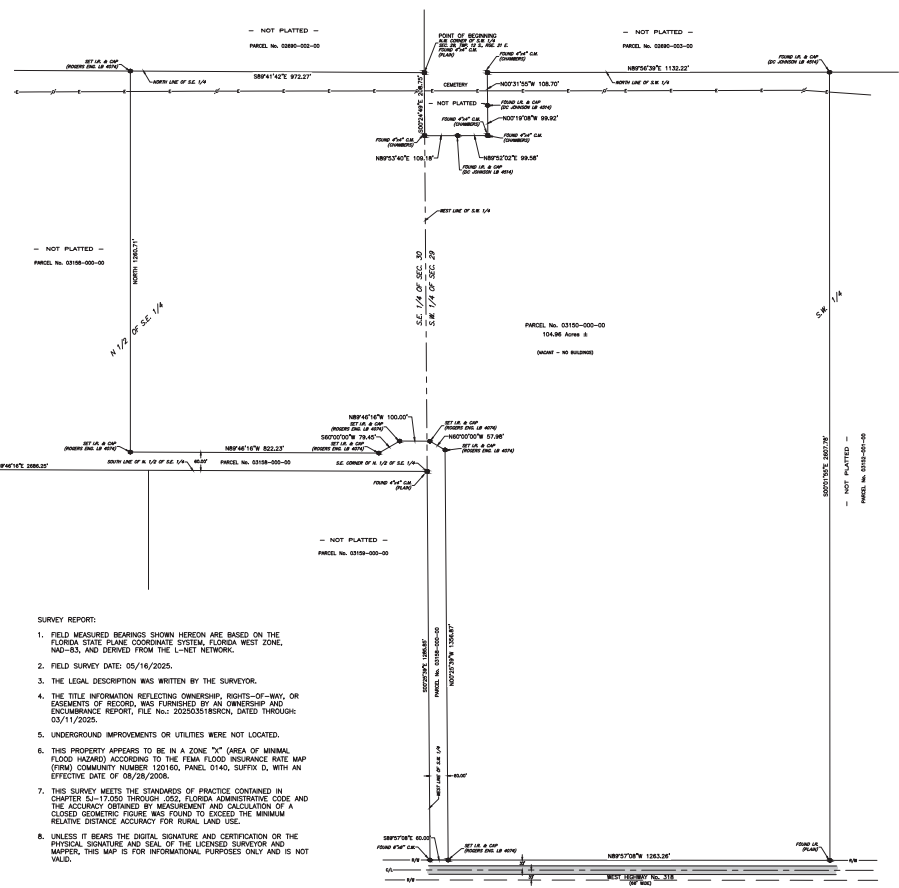
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 29, AND A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, ALL IN TOWNSHIP 12 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 29, THENCE S00°24'49"E ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 208.75 FEET; THENCE DEPARTING SAID WEST LINE, PROCEED N89°31'40"W, 128.18 FEET; THENCE N89°32'00"W, 99.58 FEET; THENCE N07°19'08"W, 99.92 FEET; THENCE N07°31'55"W, 108.70 FEET TO A POINT ON THE NORTH LINE OF AFORESAID SOUTHWEST 1/4; THENCE N89°36'30"E ALONG SAID NORTH LINE, 1132.22 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°11'50"E, 2407.78 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST HIGHWAY NO. 318 (86 FEET WIDE); THENCE N89°37'00"W ALONG SAID RIGHT-OF-WAY LINE, 1285.26 FEET TO A POINT ON A LINE 60.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, THE AFORESAID WEST LINE OF THE SOUTHWEST 1/4; THENCE N07°25'30"W ALONG SAID LINE, 1356.87 FEET; THENCE DEPARTING SAID LINE, PROCEED N60°00'00"W, 57.08 FEET; THENCE N89°46'16"W, 100.00 FEET; THENCE S89°00'00"W, 79.45 FEET TO A POINT ON A LINE 60.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES, THE SOUTH LINE OF AFORESAID NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30; THENCE N89°46'16"W ALONG SAID LINE, 822.23 FEET; THENCE DEPARTING SAID LINE, PROCEED NORTH, 1260.71 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE S89°41'42"E ALONG SAID NORTH LINE, 972.27 FEET TO THE POINT OF BEGINNING.

SURVEY REPORT:

1. FIELD MEASURED BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD-83, AND DERIVED FROM THE L-NET NETWORK.
2. FIELD SURVEY DATE: 05/16/2025.
3. THE LEGAL DESCRIPTION WAS WRITTEN BY THE SURVEYOR.
4. THE TITLE INFORMATION REFLECTING OWNERSHIP, RIGHTS-OF-WAY, OR EASEMENTS OF RECORD WAS FURNISHED BY AN OWNERSHIP AND ENCUMBRANCE REPORT, FILE NO. 2025051889CN, DATED THROUGH: 05/11/2025.
5. UNDERGROUND IMPROVEMENTS OR UTILITIES WERE NOT LOCATED.
6. THIS PROPERTY APPEARS TO BE IN A ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY NUMBER 120140, PANEL 0140, SUFFIX D, WITH AN EFFECTIVE DATE OF 08/28/2008.
7. THIS SURVEY MEETS THE STANDARDS OF PRACTICE CONTAINED IN CHAPTER 54-17.000 THROUGH 54-17.002, FLORIDA ADMINISTRATIVE CODE AND THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE MINIMUM RELATIVE DISTANCE ACCURACY FOR RURAL LAND USE.
8. UNLESS IT BEARS THE DIGITAL SIGNATURE AND CERTIFICATION OR THE PHYSICAL SIGNATURE AND SEAL OF THE LICENSED SURVEYOR AND MAPPER, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

- LEGEND
- R/W RIGHT OF WAY
 - C/L CENTERLINE
 - SEC. SECTION
 - TWP. TOWNSHIP
 - RNG. RANGE
 - C.M. CONCRETE MONUMENT
 - L.R. IRON ROD
 - D.R.B. OFFICIAL RECORDS BOOK
 - P.C. PAGE
 - CONC. CONCRETE
 - ASPHLT ASPHALT



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REGISTRATION NO. 7388
STATE OF FLORIDA

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BOUNDARY SURVEY FOR

MG PROPERTIES & INVESTMENTS LLC

DATE: 05-16-2025

SCALE: 1" = 150'

SHEET: 1 OF 1

DATE: 05-16-2025

SCALE: 1" = 150'

SHEET: 1 OF 1