

April 25, 2025

PROJECT NAME: EQUINE CHATEAU

PROJECT NUMBER: 2024040006

APPLICATION: DRC WAIVER REQUEST #31363

- 1 DEPARTMENT: FRMSH - FIRE MARSHAL REVIEW
REVIEW ITEM: LDC 2.16.1.B(8)(G) - Establishment of County MSBU
STATUS OF REVIEW: INFO
REMARKS: N/A
- 2 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: LDC 2.16.1.B(8)(G) - Establishment of County MSBU
STATUS OF REVIEW: INFO
REMARKS: Defer to OCE.
- 3 DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: LDC 2.16.1.B(8)(G) - Establishment of County MSBU
STATUS OF REVIEW: INFO
REMARKS: Defer to OCE.
- 4 DEPARTMENT: UTIL - MARION COUNTY UTILITIES
REVIEW ITEM: LDC 2.16.1.B(8)(G) - Establishment of County MSBU
STATUS OF REVIEW: INFO
REMARKS: APPROVED - these six 10+ acre lots are ~24,000' from closest water & sewer mains within MCU's service area. Wells & septs allowed; building permits will be deferred by MCU Permitting to DOH for on-site water/wastewater conditions at time of submittal.
- 5 DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION
REVIEW ITEM: LDC 2.16.1.B(8)(G) - Establishment of County MSBU
STATUS OF REVIEW: INFO
REMARKS: n/a
- 6 DEPARTMENT: 911 - 911 MANAGEMENT
REVIEW ITEM: LDC 2.16.1.B(8)(G) - Establishment of County MSBU
STATUS OF REVIEW: INFO
REMARKS: N/A
- 7 DEPARTMENT: DOH - ENVIRONMENTAL HEALTH
REVIEW ITEM: LDC 2.16.1.B(8)(G) - Establishment of County MSBU
STATUS OF REVIEW: INFO
REMARKS: N/A
- 8 DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: LDC 2.16.1.B(8)(G) - Establishment of County MSBU
STATUS OF REVIEW: INFO
REMARKS: An Easement Agreement that include provisions for the construction and maintenance of the common area improvements (i.e. the roads and stormwater controls) instead of the MSBU.



**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

DEVELOPMENT REVIEW COMMITTEE WAIVER REQUEST FORM

Date: 3/27/2024 Parcel Number(s): 12580-001-00 Permit Number: _____
mm/dd/yyyy

A. PROJECT INFORMATION: Fill in below as applicable:

Project Name: EQUINE CHATEAU Commercial ☐ or Residential ☒
Subdivision Name (if applicable): _____
Unit _____ Block _____ Lot _____

B. PROPERTY OWNER'S AUTHORIZATION: Attach a letter from the owner(s) or the owner(s) may sign below authorizing the applicant to act on the owner's behalf for this waiver request:

Property Owner's Name (print): SERVICES D ADMINISTRATION VIJO INC
Property Owner's Signature: [Signature]
Property Owner's Mailing Address: P.O. BOX 54
City: CHAMPLAIN State: NY Zip Code: 12919 Phone # 352-382-0406

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

Firm Name (if applicable): ROGERS ENGINEERING, LLC Contact Name: Melinda Clemons
Mailing Address: 1105 S.E. 3RD AVENUE City: OCALA State: FL Zip Code: 34471
Phone # 352-622-9214 Alternate Phone # _____
Email address: MCLEMONS@ROGERSENG.COM

D. WAIVER INFORMATION:

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

DEVELOPMENT REVIEW USE:

Received By: _____ Date Processed: _____ Project # _____ AR # _____

ZONING USE: Parcel of record: Yes ☐ No ☐ Eligible to apply for Family Division: Yes ☐ No ☐
Zoned: _____ ESOZ: _____ P.O.M. _____ Must Vacate Plat: Yes ☐ No ☐
Land Use: _____ Date: _____ Verified by: _____

Revised 5/2017

Empowering Marion for Success

www.marioncountyfl.org

Record \$_____

This instrument prepared by,

Record and Return to:

Austin T. Dailey, Esq.

Klein & Klein, LLC

40 SE 11th Ave

Ocala, FL 34471

**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
EQUINE CHATEAU, (AN AGRICULTURAL LOT SPLIT)**

SERVICES D'ADMINISTRATION VIJO INC., a Canadian corporation (hereinafter referred to as "Declarant") is the fee simple owner of all the real property in EQUINE CHATEAU, a subdivision by agricultural lot split, located in Marion County, Florida, does hereby declare these Easements, Covenants, Conditions and Restrictions for EQUINE CHATEAU (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 will be divided into six (6) 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 improvements thereon, and, for this reason, desires to subject the subject 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 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 subject property; their heirs, personal representatives, successors and assigns.

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 5 of this declaration.
2. All homes erected, assembled or placed on the Property 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.
3. No mobile, manufactured or modular homes may be erected, assembled or placed on the Property.
4. All primary residences constructed on the Property shall be a minimum of 1,500 square feet of enclosed, heated and cooled living area (exclusive of garage, porches or patios). Notwithstanding the prior sentence, barn apartments are permitted and must be located within the confines of a barn or similar structures and shall consist of at least 1,000

square feet of enclosed, heated and cooled living area. The apartment shall be in compliance with any applicable state and county requirements.

5. 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, with the exception of housecats. 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.
6. 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.
7. Barns, stables, storage buildings and other outbuildings and fences must be of new materials and constructed in a skilled workmanlike manner and shall be constructed in compliance with any applicable state and county requirements.
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. No Lot or portion of the Property may be subdivided by any party other than the Declarant, its successors, or assigns.
10. The Declarant, his successors and assigns, exclusively reserves the right to grant easements for the creation, construction and maintenance of utilities, such as water, sewer, gas, telephone, electric and cable television. Such easements shall be located within twenty (20) feet of all front property lines and within fifteen (15) feet of the rear and side lines of said Lots and such additional area necessary to provide service to the property.
11. Private Drive Access Easement and Maintenance Agreement
 - A. EQUINE CHATEAU is comprised of six (6) parcels of land, each being more fully described in **Exhibit "A"**. Declarant hereby creates a perpetual, non-exclusive easement for vehicular ingress and egress for use by the record owner(s) of each Lot, their heirs, successors, assigns, guests, and invitees (collectively the "Easement Users"), and for the use of emergency and utility vehicles and for utilities for the record owner(s) of each Lot (the "Common Easement"), over and across that real property described on the attached **Exhibit "B"** (the "Common Easement Area").
 - B. Each Owner shall maintain each portion of the Common Easement on their respective Lot, with such portion being 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 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 at the cost and expense of such Curative Owner.
 - D. All parties acquiring title to any Lot located within the Property understand and acknowledge by acquisition of the Lot that the access via the Common Easement will not be maintained by Marion County and/or local municipality and that it shall be the duty of the Owners to maintain the same.
12. 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 in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate and prevent him

or them from so doing and/or to recover damages or dues for the violation thereof. Any party hereto specifically recognized 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.

13. 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.
14. These Covenants, Conditions and Restrictions shall continue in full force and effect with respect to the property for a period of 25 years from the date of recording this instrument, 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.
15. 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 have been violated if the Declarant, in its sole judgment determines such violation to be a minor or insubstantial 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.
16. 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 a majority of the Lots and then recorded in the Public Records of Marion County, Florida. Any such amendment to this Declaration which alters any maintenance requirements for the Common Easement which may be required from time to time by governmental boards, agencies, or entities, beyond maintenance in its original condition, must have the prior written approval of such governmental board, agency, or entity notwithstanding any other provisions contained herein.
17. The purpose of these Restrictive Covenants is to protect property values, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to 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.
18. 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.
19. 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.
20. 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.

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 Owner agrees that upon written request from time to time of any other Owner, as often as is reasonable, it will 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 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 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 SERVICES D'ADMINISTRATION VIJO INC., a _____ corporation shall be released from all obligations and liabilities specific to their role as the Declarant hereunder.
25. Notwithstanding any provision herein to the contrary, for so long as the Declarant or FELCO FARMS CORP. a Florida corporation (each a "Covered Party") owns any parcel of real property adjacent to any portion of the Property subject to this Declaration, the covenants, conditions, and restrictions set forth herein shall not be terminated, amended, waived, modified, or otherwise altered in a manner that would reduce or diminish their effect, unless expressly agreed to in writing by the Covered Party. This provision shall run with the land and be binding on all successors, assigns, and future owners of any portion of the Property.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Easements, Covenants, Conditions and Restrictions for EQUINE CHATEAU this ____ day of _____, 2025.

**SERVICES D'ADMINISTRATION VIJO INC., a
Canadian corporation**

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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 ____ day of _____, 2025 by _____ as the _____ of **SERVICES D'ADMINISTRATION VIJO INC., a Canadian corporation**, 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 ____ day of _____, 2025.

_____ (Print Name)

Notary Public, State of _____

My Commission Expires: _____

EXHIBIT "A"

(Property - Legal Description)

EQUINE CHATEAU LEGAL DESCRIPTIONS

LOT 1

A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE N00°53'34"E, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 50.01 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF N.W. HIGHWAY No. 464B (100 FEET WIDE); THENCE DEPARTING SAID EAST LINE, PROCEED N89°45'18"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 533.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°45'18"W ALONG SAID RIGHT-OF-WAY LINE, 775.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N00°23'15"E, 677.65 FEET; THENCE EAST, 770.41 FEET; THENCE SOUTH, 680.95 FEET TO THE POINT OF BEGINNING.

LOT 2

A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE N00°53'34"E, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 50.01 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF N.W. HIGHWAY No. 464B (100 FEET WIDE); THENCE DEPARTING SAID EAST LINE, PROCEED N89°45'18"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 533.80 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED NORTH, 680.95 FEET TO THE POINT OF BEGINNING; THENCE WEST, 770.41 FEET; THENCE N00°23'15"E, 606.30 FEET; THENCE EAST, 766.31 FEET; THENCE SOUTH, 606.29 FEET TO THE POINT OF BEGINNING.

LOT 3

A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE N89°42'20"W ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1067.16 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, PROCEED SOUTH, 720.05 FEET; THENCE S45°00'00"E, 696.85 FEET; THENCE SOUTH, 108.52 FEET; THENCE WEST, 766.31 FEET; THENCE S89°17'29"W, 329.05 FEET; THENCE N00°18'43"E, 1328.47 FEET TO A POINT ON THE NORTH LINE OF THE AFOREMENTIONED NORTHWEST 1/4; THENCE S89°42'20"E ALONG SAID NORTH LINE, A DISTANCE OF 595.36 FEET TO THE POINT OF BEGINNING.

LOT 4

A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE N89°42'20"W ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, PROCEED SOUTH, 1058.09 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 235.62 FEET (CHORD BEARING AND DISTANCE OF S45°00'00"W, 212.13 FEET) TO THE POINT OF TANGENCY; THENCE WEST, 274.40 FEET; N45°00'00"W, 696.85 FEET; THENCE NORTH, 720.05 FEET TO A POINT ON THE NORTH LINE OF THE AFOREMENTIONED NORTHWEST 1/4; THENCE S89°42'20"E, ALONG SAID NORTH LINE, A DISTANCE OF 917.16 FEET TO THE POINT OF BEGINNING.

LOT 5

A PORTION OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE S89°37'57"E, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 635.35 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°29'08"W, 867.46 FEET; THENCE WEST, 777.98 FEET; THENCE NORTH, 872.27 FEET TO A POINT ON THE NORTH LINE OF THE AFOREMENTIONED NORTHWEST 1/4; THENCE S89°42'20"E, ALONG SAID NORTH LINE OF THE NORTHWEST 1/4, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

LOT 6

A PORTION OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE N00°53'34"E, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 957.40 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, PROCEED WEST, 547.93 FEET; THENCE NORTH, 490.75 FEET; THENCE EAST, 274.40 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 235.62 FEET (CHORD BEARING AND DISTANCE OF N45°00'00"E, 212.13 FEET) TO THE POINT OF TANGENCY; THENCE NORTH, 185.82 FEET; THENCE EAST, 777.99 FEET; THENCE S00°29'08"W, 826.60 FEET; THENCE WEST, 647.44 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

(The Common Easement Area)

NON-EXCLUSIVE INGRESS/EGRESS & UTILITY EASEMENT

A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE N00°53'34"E, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 50.01 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF N.W. HIGHWAY No. 464B (100 FEET WIDE); THENCE DEPARTING SAID EAST LINE, PROCEED N89°45'18"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 533.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°45'18"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED NORTH, 1413.07 FEET; THENCE N45°00'00"W, 38.63 FEET; THENCE N45°00'00"E, 60.00 FEET; THENCE S45°00'00"E, 81.05 FEET; THENCE EAST, 261.97 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 188.50 FEET (CHORD BEARING AND DISTANCE OF N45°00'00"E, 169.71 FEET) TO THE POINT OF TANGENCY; THENCE NORTH, 225.82 FEET; THENCE EAST, 100.00 FEET; THENCE SOUTH, 40.00 FEET; THENCE WEST, 40.00 FEET; THENCE SOUTH 185.82 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 282.74 FEET (CHORD BEARING AND DISTANCE OF S45°00'00"W, 254.56 FEET) TO THE POINT OF TANGENCY; THENCE WEST, 174.40 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 157.08 FEET (CHORD BEARING AND DISTANCE OF S45°00'00"W, 141.42 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH, 1265.75 FEET TO THE POINT OF BEGINNING.

EQUINE CHATEAU

AGRICULTURAL LOT SPLIT PLAN

MARION COUNTY, FLORIDA

LEGAL DESCRIPTION:

LOT 1
A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE N00°53'34"E, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 50.01 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF N.W. HIGHWAY No. 464B (100 FEET WIDE); THENCE DEPARTING SAID EAST LINE, PROCEED N89°45'18"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 533.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°45'18"W ALONG SAID RIGHT-OF-WAY LINE, 775.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N00°23'15"E, 677.65 FEET; THENCE EAST, 770.41 FEET; THENCE SOUTH, 680.95 FEET TO THE POINT OF BEGINNING.

LOT 2
A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE N00°53'34"E, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 50.01 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF N.W. HIGHWAY No. 464B (100 FEET WIDE); THENCE DEPARTING SAID EAST LINE, PROCEED N89°45'18"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 533.80 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED NORTH, 680.95 FEET TO THE POINT OF BEGINNING; THENCE WEST, 770.41 FEET; THENCE SOUTH, 680.95 FEET TO THE POINT OF BEGINNING.

LOT 3
A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE N89°42'20"W ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1067.16 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, PROCEED SOUTH, 720.05 FEET; THENCE S45°00'00"E, 696.85 FEET; THENCE SOUTH, 108.52 FEET; THENCE WEST, 766.31 FEET; THENCE S89°17'29"W, 329.05 FEET; THENCE N00°18'43"E, 1328.47 FEET TO A POINT ON THE NORTH LINE OF THE AFOREMENTIONED NORTHWEST 1/4; THENCE S89°42'20"E, ALONG SAID NORTH LINE, A DISTANCE OF 595.36 FEET TO THE POINT OF BEGINNING.

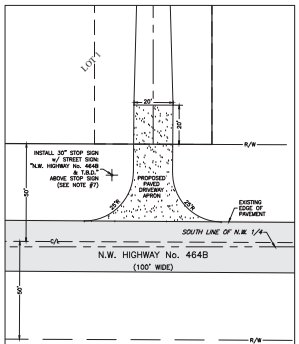
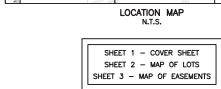
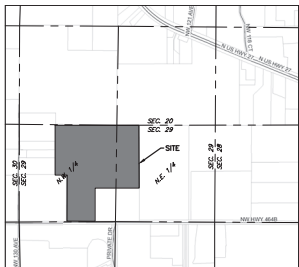
LOT 4
A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE N89°42'20"W ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, PROCEED SOUTH, 1058.09 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 235.62 FEET (CHORD BEARING AND DISTANCE OF S45°00'00"E, 212.13 FEET) TO THE POINT OF TANGENCY; THENCE WEST, 274.40 FEET; THENCE N45°00'00"W, 696.85 FEET; THENCE NORTH, 720.05 FEET TO A POINT ON THE NORTH LINE OF THE AFOREMENTIONED NORTHWEST 1/4; THENCE S89°42'20"E, ALONG SAID NORTH LINE, A DISTANCE OF 917.16 FEET TO THE POINT OF BEGINNING.

LOT 5
A PORTION OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE S89°17'29"W, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 635.35 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°29'08"W, 867.46 FEET; THENCE WEST, 777.98 FEET; THENCE NORTH, 872.27 FEET TO A POINT ON THE NORTH LINE OF THE AFOREMENTIONED NORTHWEST 1/4; THENCE S89°42'20"E, ALONG SAID NORTH LINE OF THE NORTHWEST 1/4, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

LOT 6
A PORTION OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE N00°53'34"E, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 957.40 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, PROCEED WEST, 547.93 FEET; THENCE NORTH, 490.75 FEET; THENCE EAST, 274.40 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 235.62 FEET (CHORD BEARING AND DISTANCE OF N45°00'00"E, 212.13 FEET) TO THE POINT OF TANGENCY; THENCE NORTH, 185.82 FEET; THENCE EAST, 777.99 FEET; THENCE S00°29'08"W, 866.60 FEET; THENCE WEST, 647.44 FEET TO THE POINT OF BEGINNING.

NON-EXCLUSIVE INGRESS/EGRESS & UTILITY EASEMENT

A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE N00°53'34"E, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 50.01 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF N.W. HIGHWAY No. 464B (100 FEET WIDE); THENCE DEPARTING SAID EAST LINE, PROCEED N89°45'18"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 533.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°45'18"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED NORTH, 1413.07 FEET; THENCE N45°00'00"E, 38.63 FEET; THENCE N45°00'00"E, 60.00 FEET; THENCE S45°00'00"E, 81.05 FEET; THENCE EAST, 261.97 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 188.50 FEET (CHORD BEARING AND DISTANCE OF N45°00'00"E, 169.71 FEET) TO THE POINT OF TANGENCY; THENCE NORTH, 225.82 FEET; THENCE EAST, 100.00 FEET; THENCE NORTH, 185.82 FEET; THENCE WEST, 40.00 FEET; THENCE SOUTH, 185.82 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 282.74 FEET (CHORD BEARING AND DISTANCE OF S45°00'00"E, 254.56 FEET) TO THE POINT OF TANGENCY; THENCE WEST, 174.40 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 157.08 FEET (CHORD BEARING AND DISTANCE OF S45°00'00"E, 141.42 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH, 1265.75 FEET TO THE POINT OF BEGINNING.



NOTES:

1. A RESIDENTIAL DRIVEWAY PERMIT MUST BE ISSUED PRIOR TO ANY CONSTRUCTION WITHIN THE COUNTY RIGHT-OF-WAY.
2. DRIVEWAY APRON STRUCTURE, COURSE SHALL BE 6" MIN. THICKNESS CONCRETE w/ 6"x6" #10 WWM ELEVATED 2" ABOVE GROUND GRADE AT FORM UP OR 1.25" THICKNESS ASPHALT OVER 6" THICK LIMEROCK BASE (LBR 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 APRONS MUST PROVIDE AN EXPANSION JOINT AT THE EXISTING EDGE OF PAVEMENT.

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON:
-THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD-83, DERIVED FROM THE L-NET NETWORK AND
-A BOUNDARY SURVEY OF THE PARENT PARCEL PREPARED BY THIS FIRM.
2. LOTS 1 THROUGH 6 SHALL FRONT ON THE COMMON DRIVEWAY WITHIN THE NON-EXCLUSIVE EASEMENT AND DRIVEWAYS CONNECTING TO IT SHALL MEET THE RESIDENTIAL DRIVEWAY SPACING REQUIREMENTS ESTABLISHED BY MARION COUNTY CODE.
3. PERTAINING TO LOT 1, THERE SHALL BE NO DRIVEWAY CONNECTIONS TO N.W. HIGHWAY No. 464B OTHER THAN THE COMMON DRIVEWAY WITHIN THE 60 FEET WIDE EASEMENT.
4. THE LEGAL DESCRIPTIONS SHOWN HEREON WERE WRITTEN BY THE SURVEYOR.
5. 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 AROUND.
6. IN ADDITION TO THE 60' NON-EXCLUSIVE INGRESS/EGRESS & UTILITY EASEMENT SHOWN HEREON, THERE SHALL BE A 10 FEET WIDE NON-EXCLUSIVE UTILITY EASEMENT ALONG WITH AND ADJACENT TO SAID EASEMENT AND A 10 FEET WIDE NON-EXCLUSIVE UTILITY EASEMENT ALONG ALL SIDE LOT LINES THAT WERE NOT SHOWN FOR CLARITY PURPOSES.
7. THE STOP SIGN & STREET SIGN MUST BE INSTALLED ON A 2"x2" SQUARE POST, 14 FT. IN LENGTH, 14 GAUGE, 4 LBS/FT, IN ACCORDANCE WITH DETAILS TS030, TS031 AND TS032 AS STATED IN THE MARION COUNTY LAND DEVELOPMENT CODE. THE SIGNS MUST BE INSTALLED AS A PART OF THE DRIVEWAY PERMIT AND MUST BE COMPLETED PRIOR TO RECORDING OF THIS PLAN.
8. THIS PROPERTY APPEARS TO BE IN A ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) & ZONE "AE" (EL 88.5'), ZONE "AE" (EL 91'), ZONE "AE" (EL 92.9'), ZONE "AE" (EL 93.5'), ZONE "AE" (EL 97.4'), ZONE "AE" (EL 100.9'), ZONE "AE" (EL 103.2') & ZONE "AE" (EL 104') (SPECIAL FLOOD HAZARD AREA) ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY NUMBER 120160, PANEL 0477 & 0289, SUFFIX E, WITH AN EFFECTIVE DATE OF 8/28/2008. THE LIMITS OF ZONE "AE" SHOWN HEREON WERE INTERPOLATED FROM THE MARION COUNTY INTERACTIVE GIS MAP AND THE FEMA FIRM MAP.
9. THE WETLANDS SHOWN HEREON WERE INTERPOLATED FROM THE NATIONAL WETLANDS INVENTORY INTERACTIVE MAP.
10. THIS AGRICULTURAL LOT SPLIT PLAN DOES NOT REPRESENT A PLAT OR BOUNDARY SURVEY.
11. 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.
12. AT SUCH TIME THE COMMON DRIVEWAY MAY BE IMPROVED, WHETHER BY ASPHALT, LIMEROCK OR SIMILAR IMPERVIOUS MATERIALS, IT MAY BE NECESSARY TO PROVIDE A DRAINAGE PLAN, PREPARED BY A FLORIDA LICENSED ENGINEER, TO ADDRESS STORMWATER RUNOFF. THE PLAN MUST BE SUBMITTED TO AND APPROVED BY THE MARION COUNTY STORMWATER PROGRAM PRIOR TO CONSTRUCTION.
13. IF THE STABILIZED DRIVEWAY IS IMPROVED WITH IMPERVIOUS MATERIALS, THAT PORTION OF THE PAVED DRIVEWAY THAT IS WITHIN EACH INDIVIDUAL LOT SHALL BE CONSIDERED AS IMPERVIOUS AREA ALLOCATED TO THE LOT, UNLESS SEPARATE DRAINAGE FACILITIES ARE PROVIDED.
14. DEVELOPMENT OF IMPERVIOUS AREAS ON EACH LOT IS LIMITED TO 9000 SQUARE FEET UNLESS A MAJOR SITE PLAN, OR A WAIVER FOR THE SAME, IS APPROVED BY MARION COUNTY D.R.C.
15. 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 EQUINE CHATEAU AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

LOT AREAS UPLAND OF ZONE "AE":

- | | |
|-------|--------------------------------|
| LOT 1 | - 440,691 S.F. (10.27 ACRES ±) |
| LOT 2 | - 465,848 S.F. (10.69 ACRES ±) |
| LOT 3 | - 700,366 S.F. (16.08 ACRES ±) |
| LOT 4 | - 494,284 S.F. (11.75 ACRES ±) |
| LOT 5 | - 494,284 S.F. (12.33 ACRES ±) |
| LOT 6 | - 487,646 S.F. (12.90 ACRES ±) |

REVISION	DATE

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EQUINE CHATEAU AGRICULTURAL LOT SPLIT PLAN Cover Sheet
JOB No. 18 EQUINE CHATEAU ALS
DATE 03/10/2024
SCALE N.T.S.
SHEET 1 OF 3





MEKELLE M. BOYER DATE _____
PROFESSIONAL SURVEYOR & MAPPER
REGISTRATION No. 73198
STATE OF FLORIDA

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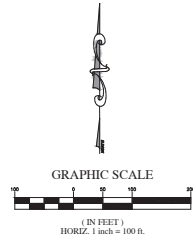
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R/W	RIGHT OF WAY
E/C/L	EDGE OF PAVEMENT
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
R	RADIUS
D or Δ	CENTRAL ANGLE
LC	ARC LENGTH
CB	CHORD BEARING
LC	LENGTH OF CHORD
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
CONC.	CONCRETE
	CONCRETE
	ASPHALT
	STREET SIGN
	WETLANDS AREA

MARION COUNTY, FLORIDA



R/W	RIGHT OF WAY
E/L	EDGE OF PAVEMENT
C/L	CENTERLINE
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
R	RADIUS
D or Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
LC	LENGTH OF CHORD
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
CONC.	CONCRETE
	CONCRETE
	ASPHALT
	STREET SIGN
	WETLANDS AREA

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ROGERS ENGINEERING, LLC
Civil Engineering & Land Surveying

Map of Easements

JOB No.
KB EQUINE CHATEAU ALS

DATE
03/10/2024

SCALE
1" = 100'

SHEET
3 OF 3