| (MARION COUNTY) RECORD \$ | |
|---|--|
| PREPARED BY and RETURN TO: | |
| Tim D. Haines/cs GRAY, ACKERMAN & HAINES, P.A. 211 NW 3 rd Street Ocala, FL 34475 | |

EASEMENT AND MAINTENANCE AGREEMENT FOR AGRICULTURAL LOT SPLIT – CLASSIC ACRES

----- SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA -----

THIS EASEMENT AND MAINTENANCE AGREEMENT FOR AGRICULTURAL LOT SPLIT – CLASSIC ACRES (the "Agreement") is made, executed and delivered this ___ day of ______, 2025, by and between WALDREP ENTERPRICES, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP F/K/A WALDREP ENTERPRISES, LTD., A LIMITED PARTNERSHIP (hereinafter "Waldrep").

WITNESSETH:

WHEREAS, Waldrep is the owner of certain real property located in Marion County, Florida, more particularly described in <u>Exhibit "A"</u> (hereinafter the "Classic Acres Parcel"); and

WHEREAS, Waldrep desires to subdivide the Classic Acre Parcel into a number of Lots (as that term is hereinafter defined), all in accordance with Section 2.16.1(8) of the Marion County Land Use Regulations and, in order to meet the requirements of said Marion County Land Use Regulations imposes upon the Classic Acre Parcel this Agreement with the intention that the same shall, subject to modification, amendment or termination as hereinafter set forth, be binding upon each Lot (as defined herein) for the benefit of the Owner (as defined herein) thereof, their heirs, successors, and assigns.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

- 1. <u>INCORPORATION OF RECITALS</u>. The undersigned confirm and acknowledge that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes.
- **DEFINITIONS.** For the purposes of this Agreement the following terms shall have the following definitions:
 - **2.1** "Ag Lot Split" shall mean and refer to the division of the Classic Acres Parcel into multiple buildable lots of record under Marion County Land Use Regulations including, but not limited to, pursuant to Section 2.16.1(B)(8) thereof with or without the waiver or variance of any specific requirements set forth therein.
 - **2.2** "Agreement" shall refer to this Agreement, as it may from time to time be amended or modified pursuant to its terms and provisions.
 - **2.3** "Classic Acres Parcel" shall refer to that certain parcel of real property located in Marion County, Florida, which is owned by Waldrep, the legal description of which is attached hereto as **Exhibit** "A".
 - **2.4** "Cross Easement Parcel" shall refer to that certain parcel of real property located in Marion County, Florida, within the Classic Acres Parcel, the legal description of which is attached hereto as **Exhibit** "B".

- 2.5 "Improvements" shall mean any and all asphalt paving, stabilized lime rock base, and curbing lying within the Cross Easement Parcel (excluding driveway connections serving individual Lots the responsibility for constructing, repairing, maintaining and replacing of which will be borne by the Owner or owners of the Lots served by the same), together with any drainage features including swales providing drainage or surface water and storm water control with regard to the same, any underground utilities installed within the Cross Easement Parcel, and any landscaping, fencing, or irrigation systems installed by Waldrep..
- 2.6 "Lot" shall mean any portion of the Classic Acres Parcel upon which a single-family residence can be constructed, and for which a certificate of occupancy will be issued, by Marion County, Florida, pursuant to the then existing Marion County Land Development Code and other applicable land use rules and regulations, and "Lots" shall mean any two or more of the same. Initially the Lots shall consist of Lots 1 8 as depicted on the Classic Acres Phase 1 Agricultural Lot Split Plan a copy of which is attached as Exhibit "C", said Lots being more particularly described in the attached Exhibit "C-1".
- 2.7 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot but excluding any party holding title merely as security for the performance of an obligation.
- **2.8** "Parcel" or "Parcels" shall refer, as applicable, to the Classic Acres Parcel, the Cross Easement Parcel, and any individual Lot or Lots, as the context so requires.
- **2.9** "Party" or Parties" shall refer, as applicable, to either Waldrep or any other Owner of a Lot, or both or more of them, and shall mean their respective successors and assigns who become Owners of any Lot, as the context so requires.
- **2.10** "Permitted Users" shall mean and refer to the (i) tenants, subtenants, concessionaires, licensees, invitees, or owners of any Lot, and the (ii) employees, licensees, customers, visitors, and invitees of the tenants, subtenants, concessionaires, licensees, or owners of any Lots.
- 3. REPRESENTATIONS AND WARRANTIES. Waldrep represents and warrants that it is the owner of the Classic Acres Parcel, has full and complete authority to enter into this Agreement, and that upon the execution, delivery and recording of this Agreement in the public records of Marion County, Florida the obligations of Waldrep hereunder shall be valid and binding obligations upon Waldrep and any successors in title to the Classic Acres Parcel or any portion thereof.
- **GRANT OF CROSS EASEMENT**. Waldrep hereby retains for itself, and grants and conveys to each Owner of a Lot, and its successors, assigns, and Permitted Users, for the use of each Owner of a Lot, including Waldrep, and for the use of other Permitted Users, in common with others entitled to use the same, a perpetual, non-exclusive easement over, upon and across the Cross Easement Parcel for the following:
 - 4.1 the passage (but not parking) of passenger, service and delivery vehicles, and such other modes of transportation permitted by Waldrep, over and across the Cross Easement Parcel; and
 - **4.2** the passage and accommodation of pedestrians over and across the Cross Easement Parcel; and
 - 4.3 the construction, installation, use and maintenance of in-ground utilities serving the Classic Acres Parcel; provided, however, that the easement granted herein shall not interfere with the easement granted in sub-section 4.1 and 4.2 above.

4.4 Waldrep further grants to Marion County, its agents and agencies, for their benefit and the benefit of the public, a perpetual non-exclusive easement for the passage of passenger, service, delivery and emergency vehicles over and across the Cross Easement Parcel for the provision of emergency, utility, and drainage purposes and services. This Grant of Easement does not create a public right in and to the Cross Easement Parcel except for the limited purposes set forth herein. 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. 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.

The foregoing easements are restricted to the Improvements existing from time to time on the Cross Easement Parcel.

The foregoing easements may only be used for the purposes connected with or incidental to any legal use then being made of the Classic Acres Parcel, including of individual Lots therein. Notwithstanding the foregoing, any existing easement rights for the installation, repair, use, or maintenance of utilities located within the Cross Easement Parcel shall continue in full force and effect.

- 5. NON-EXCLUSIVE EASEMENTS. The easements granted herein are non-exclusive. The Owner of each Lot shall be entitled to make such use of its Lot, including those portions lying within the Cross Easement Parcel, which do not interfere with the easement rights granted hereunder and the use of the Improvements.
- 6. MAINTENANCE OF IMPROVEMENTS TO CROSS EASEMENT PARCEL; **RETAINED EASEMENT.** Improvements constructed or installed on the Cross Easement Parcel shall remain substantially in their initially constructed location and configuration, subject only to construction of driveway connections to the individual Lots which driveway connections shall be designed and constructed to be compatible with the existing driveway connections to the Cross Easement Parcel so as not to unreasonably interfere with the then existing use of the Cross Easement Parcel and traffic flow, or construction within the Cross Easement Parcel for the installation, repair or maintenance of utilities located within the same. Waldrep shall be responsible for repairing, maintaining and replacing the Improvements located on the Cross Easement Parcel but the Owner of each Lot shall be responsible for reimbursing Waldrep twelve and one-half percent (12.5%) of the cost and expense of the same. Each Lot Owner shall reimburse Waldrep for any amounts due pursuant to this Section within fifteen (15) days of any invoice submitted. Interest shall accrue on any past due reimbursement due after the date at the rate of eighteen percent (18%) per annum. Waldrep may assign the obligation set forth herein to a Lot Owner or to a non-profit Corporation or Limited Liability Company formed for purposes of performing the maintenance, repair and replacement called for hereunder and in such event each Owner agrees that they shall be a Member of such Corporation or Limited Liability Company and shall continue to be obligated to pay twelve and one-half percent (12.5%) of the cost and expense of maintaining, repairing and replacing the Improvements.

Waldrep hereby retains for itself and its assigns as contemplated herein an easement to enter upon the Cross Easement Parcel and adjacent portions of the Classic Acres Parcel for the purpose of, and as necessary for, the performance of such maintenance, repair and replacement activities.

- 7. **DEFAULT IN MAINTENANCE.** In the event of any failure of Waldrep or its assigns as contemplated above to maintain the Improvements located within the Cross Easement Parcel in good condition, and in accordance with the provisions of this Section, which failure continues for greater than thirty (30) days after receipt by Waldrep or such assigns of written notification from any Lot Owner, unless prior to the expiration of said thirty (30) day period Waldrep has commenced the required maintenance and is pursuing the same in good faith and with due diligence, such Lot Owner, together with any other Lot Owners, shall be entitled to:
 - 7.1 enter upon the Cross Easement Parcel and adjacent portions of the Classic Acres Parcel for the purpose of, and as necessary for, the performance of such maintenance activities as are necessary to restore the Improvements upon or under the Cross Easement Parcel to good condition; and
 - **7.2** expend such funds as are reasonably necessary to provide the necessary maintenance to the Improvements upon or under the Cross Easement Parcel; and
 - 7.3 submit an immediate invoice to each Lot Owner, including Waldrep or its assigns to the extent they own a Lot, for the proportion of the reasonably expended funds for which such Lot owner would otherwise be responsible, which shall be due and payable immediately upon receipt of the invoiced bill.

Nothing contained within this Section shall require any Lot Owner not otherwise responsible for maintenance pursuant to Section 6 above to provide maintenance services with regard to the Improvements. Any Lot Owner may elect may elect, in its sole discretion to proceed against the Party then responsible for maintenance of the Improvements for breach of the terms of this Agreement.

- **8.** <u>LIEN RIGHTS</u>. Any reimbursement amounts owed by a Lot Owner to Waldrep or its assigns pursuant to Section 6 above, or amounts owed by one Party to another pursuant to Section 7 above, shall constitute a lien against the Lot of the Party owing such amount in favor of the Party entitled to reimbursement, and the Party entitled to reimbursement may file a Claim of Lien setting forth amounts owed in the Public Records of Marion County, Florida, against the Lot of the Party owing reimbursement, and enforce the same in any manner permitted by law including, but not limited to, judicial foreclosure.
- 9. SUPERIORITY OF AGREEMENT TERMS. All easements, rights, and covenants specified in this Agreement and any subsequent amendment or modification thereof shall be superior to all leases, sales, conveyances, transfers, assignments, contracts and mortgages (except that any institutional mortgages shall have no financial or other obligations under this Agreement until such time as it acquires title to any Parcel or any Portion thereof) and other encumbrances and instruments in any way affecting the Classic Acres Parcel, 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 Classic Acres Parcel that is subject to the easements, covenants and rights granted under this Cross Easement Agreement shall take title to said real property subject to the terms and provisions of this Agreement.
- 10. RIGHTS OF MORTGAGEE. The lien, operation, and effect of any mortgage held on any Lot or Parcel shall be junior, subordinate, and inferior to the terms and conditions of this Agreement, including any amendment of the same made pursuant to Section 13.2 below and no such amendment shall require the joinder and consent of any mortgagee. Any mortgagee or third party taking title by virtue of foreclosure or deed-in-lieu thereof will be entitled to all rights and benefits of this Agreement with regard to any Parcel or Lot to which they hold title.
- 11. <u>COVENANTS RUN WITH LAND</u>. The easements, rights, obligations, and indemnities granted under the terms of this Agreement are appurtenant to the ownership of the Classic Acres Parcel and such grants of easements, rights, obligations, and indemnities

shall run with the ownership of each Lot or Parcel, and shall be binding upon and inure to the benefit of the Owner of the Lot or Parcel and its respective successors, assigns, grantees, tenants and personal representatives.

- 12. CREATION OF PROPERTY OWNERS ASSOCIATION. Waldrep, and by acceptance of a deed to any Lot each subsequent Owner, acknowledges that this Agreement provides for maintenance, repair, and replacement of improvements to the Cross Easement Parcel by Waldrep or its assigns, subject to the obligation of each Owner of a Lot to reimburse Waldrep for its proportionate share of the same (i.e. the Owner of each Lot is responsible for one-eighth (1/8th) of the cost and expense of maintenance, repair and replacement of the Improvements). Waldrep may, at any time, create a non-profit Florida corporation to act as a property owners' association (the "Association") and thereafter to be responsible for the maintenance, repair and replacement of the Improvements, the same to be evidenced and established by amendment to this Agreement executed by Waldrep and filed in the Public Records of Marion County, Florida. Such amendment shall:
 - 12.1 Identify the Association, and designate the same as a property owners' association for the Classic Acres Parcel, and each and every of the Lots;
 - 12.2 Provide that each Owner shall be a member of the Association with one vote in the Association and the obligation to pay one-eighth (1/8th) of all common expenses of the Association;
 - 12.3 Provide that the Association may levy monthly, quarterly, or annual assessments to the Owners for such common expenses; an
 - 12.4 Provide that the common expenses shall include all cost of maintenance, repair and replacement of the Improvements, of maintaining and operating the Association, of insurance with regard to the Cross Easement Parcel, of ad valorem real property taxes, if any, with regard to the Cross Easement Parcel, and other costs and expenses of the kind and nature regularly assessed by a homeowners' association formed pursuant to Chapter 720 of the Florida Statutes in Marion County, Florida;
 - 12.5 Provide that the Association shall have the right to collect such assessments and, in the event the same are not paid, to place a lien upon the Lot of any defaulting Owner and to enforce the same, including by foreclosure; and
 - 12.6 Such other terms and conditions as may be deemed appropriate by Waldrep in its sole discretion, subject only to the requirements that such further terms and provisions are applicable to any Lot then owned by Waldrep on the same terms and conditions as every other Lot.

The amendment of this Agreement as set forth above shall not require the signature of any Lot Owner except Waldrep. By acceptance of a deed to a Lot, each Owner grants to Waldrep an irrevocable power of attorney for purposes of imposing an amendment to this Agreement in accordance with the foregoing upon the Classic Acres Parcel, including such Owner's Lot.

13. GENERAL PROVISIONS.

- **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida regardless of who is more responsible for its preparation.
- 13.2 <u>Amendment</u>. This Agreement shall not be amended or modified except (i) pursuant to Section 12 above; or (ii) with regard to any other amendment, by a written agreement executed by at least two-thirds (2/3rds) of the then Lot Owners. Notwithstanding the foregoing, no amendment may materially alter any Lot Owner's easement rights over and across the Cross Easement Parcel or increase

any Lot Owner's proportionate share of the cost and expense of maintenance, repair and replacement of the Improvements without the express written consent of such Lot Owner.

- **13.3** Notices. With respect to any Notices required to be given under the terms of this Contract, such Notices shall be deemed given and effective:
 - **13.3.1** Three (3) business days after the date they are deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the Parties at the following respective addresses; or
 - **13.3.2** The date of actual delivery by a recognized national overnight delivery service such as Federal Express, UPS, or Express Mail, addressed to the Parties at the following respective addresses; or
 - **13.3.3** The date of actual physical delivery of the Notice to a Party, addressed to the Parties at the following respective addresses:

Any Party hereto may change the address or addresses to which notice is to be sent by giving written notice of such change to the other Party in the manner provide herein.

- 13.4 <u>Severability.</u> 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 Agreement invalid, illegal, or unenforceable under any applicable law. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.
- 13.5 <u>Section Headings</u>. The Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.
- 13.6 <u>Multiple Counterparts</u>. This Agreement may be executed in any number of multiple counterparts, each of which shall constitute a complete Agreement and all of which shall constitute the same agreement.
- 13.7 <u>Estoppel Certificate</u>. Each Party agrees that upon written request from time to time of any other Party, as often as is reasonable, it will timely issue at no charge to a prospective mortgagee of such other Party or to a prospective purchaser or successor Party to such other Party, an Estoppel Certificate stating:
 - **13.7.1** whether the Party to whom the request has been directed knows of any defaults by any Party under this Agreement, and if there are known defaults, specifying the nature thereof;
 - **13.7.2** whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, then stating the nature thereof);
 - **13.7.3** that to the best of the requested Party's knowledge this Agreement as of that date is in full force and effect; and

- **13.7.4** that to the best of the requested Party's knowledge there are/are not any sums owed by any Party.
- 13.7.5 such statement shall act as a waiver of any claim by the Party 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.
- 13.8 Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so in this Agreement.
- 13.9 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels or of any Parcel or portion thereof to the general public, or for any public use or purpose whatsoever, except as set forth in Section 4.4 above. Except as herein specifically provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
- **13.10** Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind or, otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.
- **13.11** Perpetual Easements. Those easements designated as being perpetual or as continuing beyond the term of this Agreement shall continue indefinitely and can be extinguished only by a written termination agreement signed by all the Parties.
- 13.12 Enforcement. 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 Agreement, 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.
- 13.13 <u>Litigation</u>. In the event of any litigation arising out of this Agreement the prevailing Party shall be entitled to recover all reasonable costs and attorneys' fees incurred, whether or not such costs and attorneys' fees are incurred at the trial, appellate or post-judgment level of any litigation, or whether or not such costs and attorneys' fees are incurred with respect to any bankruptcy proceeding related hereto.
- 13.14 Term of this Agreement. This Agreement shall be effective as of the date first above written and shall continue in full force and effect until 11:59 on December 31, 2094, after which time this Agreement shall be automatically extended for successive periods of ten (10) years, unless this Agreement is terminated by a written termination agreement signed by all the parties to this Agreement. Upon termination of this Agreement, all rights, covenants and obligations arising hereunder shall terminate and have no further force and effect provided, however, that this Agreement shall not limit or affect any remedy at law or in equity, that a Party may have against any other Party with respect to any liability or obligation

arising or to be performed under this Agreement prior to the date of such termination.

WAIVER OF TRIAL BY JURY. By execution hereof Waldrep, and each Owner by acceptance of a deed to a Parcel or Lot, for themselves and their heirs, executors or assigns, or any third parties claiming by or through them, waive the right to trial by jury with regard to any litigation arising from or related to this Agreement. In any litigation arising from or related to this Agreement each Party, their heirs, executors or assigns, or any third parties claiming by, though, or against any of the foregoing, agree that all matters, whether of law or fact, raised in any litigation or other legal proceeding, which matters pertain to, arise from, or are related to this Agreement, shall be submitted to a judge sitting as trier of fact and of law, and not to a jury.

IN WITNESS WHEREOF, the parties hereto have executed this EASEMENT AND MAINTENANCE AND AGREEMENT FOR AGRICULTURAL LOT SPLIT – CLASSIC ACRES on the year and date first above stated.

| Signed and sealed in our presence as witnesses: | WALDREP ENTERPRICES, LLLP, A FLORIDA LIMITED LIABILITY |
|---|--|
| Witness #1: | LIMITED PARTNERSHIP F/K/A WALDREP ENTERPRISES, LTD., A |
| Signature | LIMITED PARTNERSHIP |
| Print Witness #1 Name | By:Print Name: |
| Witness #2: | Its: |
| Signature | |
| Print Witness #2 Name | |
| | |
| | |
| | |
| STATE OF FLORIDA COUNTY OF MARION | |
| | abscribed to and acknowledged before me by |
| means of \square physical presence or \square online notarize | zation, this day of, 2025, |
| by, AS | MITED PARTNERSHIP F/K/A WALDREP |
| | , on behalf of the Farmership, who is. |
| Personally known to me, OR Produced a driver's license as identific | eation. |
| | |
| Print ? | Name: |
| Notary | y Public, State of Florida |
| Comm | nission Number: |
| Comn | nission Expires: |

Exhibit "A" Classic Acres Parcel

A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A NAIL AND CAP AT THE WEST 1/4 CORNER OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST, AND PROCEED SOUTH 89°59'27" EAST ALONG THE NORTH BOUNDARY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 2660.96 FEET, TO A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, SAID POINT ALSO BEING THE POINT OF BEGINNING OF PARCEL "C" AS DESCRIBED HEREIN; THENCE SOUTH 00°04'37" WEST, ALONG THE EAST BOUNDARY LINE OF THE AFORESAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1327.69 FEET, TO A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF SOUTHWEST 1/4; THENCE SOUTH 89°56'47" WEST, ALONG THE SOUTH BOUNDARY LINE OF SAID NORTHEAST 1/4 OF SOUTHWEST 1/4, A DISTANCE OF 877.87 FEET, TO A CONCRETE MONUMENT; THENCE NORTH 00°02'08" EAST, PARALLEL WITH THE WEST BOUNDARY LINE OF SAID NORTHEAST 1/4 OF SOUTHWEST 1/4, A DISTANCE OF 1303.64 FEET, TO A CONCRETE MONUMENT; THENCE NORTH 89°59'27" WEST, A DISTANCE OF 62.05 FEET, TO A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 2.5-NORTH (BEING 50 FEET WIDE) SAID POINT ALSO BEING AT THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 262.46 FEET AND A CENTRAL ANGLE OF 25°12'45"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 115.49 FEET, THROUGH A CHORD BEARING AND DISTANCE OF NORTH 77°24'10" EAST, 114.56 FEET, TO A CONCRETE MONUMENT ON THE AFORESAID NORTH BOUNDARY LINE; THENCE SOUTH 89°59'27" EAST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 830.71 FEET, TO THE POINT OF BEGINNING.

AND ALSO:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST, TOGETHER WITH AN EASEMENT DESCRIBED AS FOLLOWS:

A 40 FOOT WIDE STRIP OF LAND SITUATED IN SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT AN 8" DIAMETER OCTAGONAL CONCRETE MONUMENT (MARION COUNTY SECTION SURVEY) AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST AND RUN SOUTH 89°25'58" WEST, 2670.19 FEET, TO AN 8" DIAMETER OCTAGONAL CONCRETE MONUMENT (MARION COUNTY SECTION SURVEY); THENCE RUN SOUTH 00°40'48" EAST, 209.91 FEET, TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89°21'48" WEST, 98.0 FEET, TO A CONCRETE MONUMENT; THENCE RUN SOUTH 06°55'49" WEST, 140.03 FEET, TO A CONCRETE MONUMENT; THENCE RUN SOUTH 06°55'49" WEST, 140.03 FEET, TO A CONCRETE MONUMENT (LS #3456); THENCE RUN SOUTH 14°04'10" WEST, 263.27 FEET, TO A 4" X 4" CONCRETE MONUMENT (MARION ENGINEERS) ON THE EASTERLY RIGHT-OF-WAY LINE OF A 50 FOOT WIDE MARION COUNTY MAINTAINED PAVED ROADWAY (COUNTY ROAD #409) AND THE **POINT OF BEGINNING**.

FROM THE POINT OF BEGINNING, THUS DESCRIBED, CONTINUE NORTH 89°09'07" EAST, 262.71 FEET, TO A CONCRETE MONUMENT (LS #1918) AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 34; THENCE RUN NORTH 89°27'50" EAST, 1332.60 FEET, TO A CONCRETE MONUMENT (LS #3456) AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE RUN SOUTH 00°27'18" EAST, 1368.09 FEET; THENCE RUN NORTH 89°23'53" EAST, 40.0 FEET; THENCE RUN NORTH 00°27'18" WEST, 1408.09 FEET; THENCE RUN SOUTH 89°27'50" WEST, 1372.60 FEET; THENCE RUN SOUTH 89°09'07" WEST, 262.71 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF A 50 FOOT WIDE MARION COUNTY MAINTAINED PAVED ROADWAY (COUNTY ROAD #409), SAID POINT BEING 40 FEET, NORTH 14°04'10" EAST, OF THE POINT OF BEGINNING; THENCE RUN ALONG SAID EASTERLY ROAD RIGHT-OF-WAY LINE, SOUTH 14°04'10" WEST, 40.0 FEET, TO THE POINT OF BEGINNING.

AND ALSO:

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST, BEING SITUATE AND LYING IN MARION COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:

A PARCEL OF BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, SAID CORNER MONUMENTED BY A

MARION COUNTY 8" CONCRETE MONUMENT; THENCE NORTH 00°01'51" EAST ALONG THE WEST BOUNDARY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 379.00 FEET, SAID CORNER MONUMENTED BY AN IRON ROD NO. 6775; THENCE DEPARTING SAID WEST BOUNDARY LINE NORTH 86°17'27" EAST, A DISTANCE OF 1330.06 FEET, TO THE EAST BOUNDARY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SAID CORNER MONUMENTED BY AN IRON ROD NO. 6775; THENCE SOUTH 00°06'24" WEST, ALONG SAID EAST BOUNDARY LINE, A DISTANCE OF 465.43 FEET, TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SAID CORNER MONUMENTED BY AN IRON ROD NO. I.D.; THENCE DEPARTING SAID EAST BOUNDARY LINE NORTH 89°59'01" WEST, ALONG THE SOUTH BOUNDARY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1326.61 FEET, TO THE POINT OF BEGINNING.

Exhibit "B" Cross Easement Parcel

NON-EXCLUSIVE INGRESS/EGRESS & UTILITY EASEMENT

A PORTION OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE N89°28'31"W ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 819.63 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°26'50"W, 474.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 90°26'50"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 347.29 FEET (CHORD BEARING AND DISTANCE OF S44°46'35"E, 312.34 FEET); THENCE EAST, 581.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 25°50'31"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 99.23 FEET (CHORD BEARING AND DISTANCE OF N77°04'45"E, 98.39 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 25°50'31"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 126.29 FEET (CHORD BEARING AND DISTANCE OF N77°04'45"E, 125.22 FEET); THENCE EAST, 265.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 210°49'14"; THENCE NORTHEASTERLY, SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 220.77 FEET (CHORD BEARING AND DISTANCE OF S44°35'23"E, 115.69 FEET); THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, \$00°49'14"W, 375.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 17°09'04"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 65.86 FEET (CHORD BEARING AND DISTANCE OF S07°45'18"E, 65.61 FEET); THENCE S16°19'50"E, 117.27 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 300°00'00"; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE 314.16 FEET (CHORD BEARING AND DISTANCE OF S73°40'10"W, 60.00 FEET); THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N16°19'50"W, 117.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 17°09'04"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 83.82 FEET (CHORD BEARING AND DISTANCE OF N07°45'18"W, 83.50 FEET); THENCE N00°49'14"E, 345.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°49'14"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 79.26 FEET (CHORD BEARING AND DISTANCE OF N44°35'23"W, 71.22 FEET); THENCE WEST, 236.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 25°50'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 99.23 FEET (CHORD BEARING AND DISTANCE OF \$77°04'45"W, 98.39 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 25°50'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 126.29 FEET (CHORD BEARING AND DISTANCE OF \$77°04'45"W, 125.22 FEET); THENCE WEST, 32.39 FEET; THENCE SOUTH, 40.00 FEET; THENCE WEST, 40.00 FEET; THENCE NORTH, 40.00 FEET: THENCE WEST, 508.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 90°26'50"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 442.01 FEET (CHORD BEARING AND DISTANCE OF N44°46'35"W, 397.52 FEET); THENCE N00°26'50"E, 449.47 FEET: THENCE N89°17'50"W, 62.11 FEET A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF N.W. 110th AVENUE (50 FEET WIDE), SAID POINT BEING A POINT OF CUSP OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 262.46 FEET AND A CENTRAL ANGLE OF 25°12'09"; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE 115.45 FEET (CHORD BEARING AND DISTANCE OF N78°03'09"E. 114.52 FEET) TO THE INTERSECTION WITH THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S89°28'31"E ALONG SAID NORTH LINE, 10.26 FEET TO THE POINT OF BEGINNING.

CLASSIC ACRES PHASE 1

AGRICULTURAL LOT SPLIT PLAN

MARION COUNTY, FLORIDA

COME AT SITE AND COME SITE SITE OF KOT SITE DE CLAR

LEGAL DESCRIPTION:

LEGAL DESCRIPTION

NOT-EQUILIDATE RIGIDISSES/ERESIS & UTILITY EASEMENT
A PRISTING BY THE BUSINESSES/ERESIS & UTILITY EASEMENT
COMMENCE AT THE MORTHAGOT CORRECT OF SOCIEDATI TAY OF SECTION 24, TOWNSHIP 14 SULP., NAMEL 20 EAST, MARCH COLARY,
COMMENCE AT THE MORTHAGOT CORRECT OF SOCIEDATION AND ADMINISTRATION ADMINISTRATION AND ADMINISTRATION ADMINISTRATION AND ADMINISTRATIO

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GENERAL NOTES:

- ALL PROPERTY CORNER MONUMENTS FOR THE LOTS SHOWN HEREON SHALL BE SET BY THE PROJECT SURVEYOR PRIOR TO THE CONVEYINCE OF ANY LOT.
- HEARINGS SHOWN HEREON ARE RASED ON THE FLORIDA SEATE PLANE COORDINATE STATEM, FLORIDA WEST ZONG, NAD-83, AND DISTRICT FROM THE L-NET NETWORK, BUSIND ON A BOUNDMY SURVEY OF THE PARENT HARCK, PRINCE OF PRINCE OF THE HIM.
- LOTS 1 THROUGH 5 SHALL FRONT ON THE COMMON DRIVEWAY WITHIN THE NON-EXCLUSIVE EASEMENT AND DRIVEWAYS CONNECTING TO IT SHALL WEET THE RESDENTIAL DRIVENAY SHACING REQUIREMENTS ESTABLISHED BY MARION COLUMN CORE.
- PERCAINING TO LOT 1, THERE SHALL BE NO DRIVEWAY CONNECTIONS TO N.W. 1 10th AVENUE OTHER THAN THE COMMON DRIVEWAY WITHIN THE RELEASE MICE EASIMALNI.
- 5. THE LEGAL DESCRIPTIONS SHOWN HEREON WERE WRITTEN BY THE SURVEYOR.
- 8. THERE SHALL BE NO FENCES CONSTRUCTED WITHIN THE NON-EXCLUSIVE INGRESS/EGRESS & UTILITY EASEMINY AS SHOWN AND DESCRIBED HEREON, THIS INCLUDES THE EMERGENCY VEHICLE TURN ARCUND.
- 7. IN ACCITION TO THE 60 FECT MICE WORL-EXCLUSION INDESSORICES & LITHUT SECREDIT 3-00H HERCEN, THERE SHALL BE A 10 FECT MINE FOR HEAD UTILITY DESCRIPT AGAIN RITH AND AGAINST HER SHALL EXCENSIVE AND A 10 FECT MICE WOIL-EXCLUSIVE UTILITY EXSENDED ALL SIDE LOT LINES THAT MERE NOT SHOOTH FOR CLAFT PERFORMS.
- THE SIGN SHOP TO CONTINUE THE INSTITUTE ON A 2"O" SQUARE POST, 14 FT, IN FRIZH, 14 GARCE, 4 LBFT, IN ACCORDANCE WITH ISCAULS TOSSO, TSOST AND TSOSE AS STATED IN THE MARCH COUNTY LAND SORTION ON THE MARCH MUST SEE WISTING DIS A PART OF THE DEVENOY PERMIT AND MIST SEE OWNER TO RECOVERED OF THE TOP TO RECOVERING OF THE FLAV.
- THE PRICE FOR A PREVIOUS TO THE IN A FORE "Y" (ARTH OF MINIMA) FIGID HAVAND), AND A FIRE "A" (E. 17-2)", "A" (E.

- 12. A. SUZ-4 INC. LES EDIMON REPORT MOS ES PREMION MAS ELLE MY ASSEMELT, LINCOUS OR SIMILAND MASSEMENTALS, THE ME EL ROSSEMENT OF FROMEZ OF A DEPARCE THAT A TOURS LIGHEST TO MOSESS STROMAKET RUMOST. THE FLAV WORT BE SUBMITTED TO AND APPROVED BY THE MANON COUNTY TOURNMENT PROPAGAL PRIOR TO CONSTRUCTION.
- If the stabilized driveray is improved with inferencial materials, that portion of the paned drivery that is within Exch inductual off shall be considered as impringuished allocated to the lot, unless separate dranage follower spronged.
- 14. DEVELOPMENT OF IMPERVIOUS AREAS ON EACH LOT IS LIMITED TO 9000 SQUARE PEET UNLESS A MAJOR SITE PLAN, OR A WAYER FOR THE SAME, IS APPROVED BY MARION COUNTY DURIC.

Exhibit "C" Phase 1 Agricult Agricultural Lot Split

Classic

LOT 8.
A FORTON OF THE SULTHEAST 1/A OF SECTION 34, TOWNSHIP 16 SOUTH, BANGE 20 EAST, MARION COUNTY, FLORDS, ARROW GROW SHAPPLANTAN DECRESSOR, 36 FAUNDAM 1/4, THOSE SOUTHWEST AND A THE SECTION OF THE TOWN OF THE SECTION OF THE TOWN OF THE SECTION TO THE YORK ID ACCOUNT.

(1) CONTROL OF A SQUIRED LY A AND THE SQUIPELST LY A OF SECTION SA, TOMOSHE "A SQUIR, MANGE 2D EAST, MANGE 2D EAST,

LOT B SOLINIST LYA OF SCIENI AS TOMENIP IN SOLIN, BANCE 20 EAST, MARKIN COURTY, FLORIDS, SING VOCK PHYLINIATS SCIENIES AS TOMENIP IN SOLINI, BANCE 20 EAST, MARKIN COURTY, FLORIDS SOLITION ALSO, HE EAST LIKE OF SING COURTY AS A DEFINED FOR THE SOLITION ALSO, HE EAST LIKE OF SING DOLINIEST, I'VA A DEFINED FOR THOSE PER THOSE OF SOLITION FROM THE SOLITION IN 1972 IT EXT. TO THE POST OF SIGNING INDUCTION INDUCTION IN 1972 IT EXT. TO THE POST OF SIGNING INDUCTION INDUCTION IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT. TO THE POST OF SIGNING IN 1972 IT EXT.

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A FEBRUARY TO SECURISEST 1/4 MID THE SOUTHEAST 1/4 OF SECTION 54, TORNISHEY SOUTH, BANKE 20 CHEF, MORNING TO SOUTHEAST 1/4 MID THE SOUTHEAST 1/4 CHEFT AND THE SOUTHERS OF SOUTHEAST 1/4 CHEFT AND THE SOUTHEAST SOUTHEAST 1/4 CHEFT 1/4 CHEFT 1/4 CHEFT AND THE SOUTHEAST 1/4 CHEFT 1/4 C

LOT 3 NOT THE SOUTHEAST I/A OF SICTION 24, TOWNSHIP IS SELLY, SAVED 20 EAST, MARRIN COUNTY, FLORING, SING VON SHIP VANIANT SECREBIA AS FALLOWS.

A FORENCY OF SHIP VANIANT SECREBIA AS FALLOWS.

TOT A
TOTATO OF THE SOUTHEAST I/A OF SCHOOL NI, TOWNSHIT IA SOUTH, PARKE 20 EAST, WHICH COUNTY,
FLORING ASPECTATION, SECTION NI, TOWNSHIT IA SOUTH, PARKE 20 EAST, WHICH COUNTY,
FLORING ASPECTATION, COUNTY, THE SOUTH IN THE SOU

LOT 5
A PORTON OF THE SOUTHEAST I/A OF SECTION 34. TOWNSHIP 14 SOUTH, RANGE SIZ EAST, MARKON COUNTY, FLORIAN, SIGN OF WAR FAMILIAARIN SECTIONS AS TOWNSHIP 18 THE SOUTH OF ARCHITICATION OF THE STATE OF THE SOUTH OF ARCHITICATION OF THE SOUTH OF THE SOUT

LEGAL DESCRIPTION:

ENGINEERING
Surveying
orde 3471 - Ph. 532) 625021 - Ute. Date 4 ROGERS I & Land & Land Salvene - Ocale Horid

Rocert L. Rugens, PE P. Rey N. 10027 recentificoperacycom Rodrey, K. Rogers, PSM I. Rey, N. 5277 recentificoperacycom Metcelle M. Boyer, PSM F. Rey, Nr. 708 R. Rey, Nr. 708 R. Rey, Nr. 708 R. Rey, Nr. 708 R. Rey, Nr. 708

SPLIT PLAN ACRES I

JOB No. KBLCJASSIC ACRES Ph.1 ALS SCALE N.T.S.

Exhibit "C-1" Classic Acres Phase 1 Agricultural Lot Split Lots

LOT 1

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE N89°28'31"W ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 179.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°28'31"W ALONG SAID NORTH LINE, 650.21 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF N.W. 110th AVENUE (50 FEET WIDE), SAID POINT ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTH, HAVING A RADIUS OF 262.46 FEET AND A CENTRAL ANGLE OF 25°12'09"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE 115.45 FEET (CHORD BEARING AND DISTANCE OF S78°03'09"W, 114.52 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED ALONG A LINE NON-TANGENT TO SAID CURVE, S89°17'50"E, 62.11 FEET; THENCE S00°26'50"W, 479.84 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 63°32'47"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 443.64 FEET (CHORD BEARING AND DISTANCE OF S58°13'37"E, 421.25 FEET); THENCE EAST, 345.74 FEET; THENCE NORTH, 720.15 FEET TO THE POINT OF BEGINNING.

LOT 2

A PORTION OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE S89°28'37"E ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 513.81 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED SOUTH, 663.81 FEET; THENCE WEST, 317.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 25°50'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 112.76 FEET (CHORD BEARING AND DISTANCE OF S77°04'45"W, 111.80 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTH, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 25°50'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 112.76 FEET (CHORD BEARING AND DISTANCE OF S77°04'45"W, 111.80 FEET); THENCE WEST, 157.65 FEET; THENCE NORTH, 720.15 FEET TO A POINT ON THE NORTH LINE OF AFORESAID SOUTHWEST 1/4; THENCE S89°28'31"E ALONG SAID NORTH LINE, 179.68 FEET TO THE POINT OF BEGINNING.

LOT 3

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE S89°28'37"E ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 513.81 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, PROCEED SOUTH, 663.81 FEET; THENCE EAST, 808.94 FEET; THENCE N00°37'20"E, 656.40 FEET TO A POINT ON THE NORTH LINE OF AFORESAID SOUTHEAST 1/4; THENCE N89°28'37"W ALONG SAID NORTH LINE, 816.16 FEET TO THE POINT OF BEGINNING.

LOT 4

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE S89°28'37"E ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 513.81 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED SOUTH 663.81 FEET TO THE POINT OF BEGINNING; THENCE EAST, 808.94 FEET; THENCE S00°37'20"W, 670.56 FEET; THENCE N89°27'04"W, 750.16 FEET; THENCE N16°19'50"W, 169.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 17°09'04"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 74.84 FEET (CHORD BEARING AND DISTANCE OF N07°45'18"W, 74.56 FEET); THENCE N00°49'14"E, 427.10 FEET TO THE POINT OF BEGINNING.

LOT 5

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE S00°33'09"W ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1326.37 FEET; THENCE DEPARTING SAID WEST LINE, PROCEED S89°27'04"E, 578.12 FEET TO THE POINT OF BEGINNING; THENCE S01°32'35"W, 912.52 FEET; THENCE N86°49'45"E, 766.50 FEET; THENCE N00°37'20"E, 862.66 FEET; THENCE N89°27'04"W, 750.16 FEET TO THE POINT OF BEGINNING.

LOT 6

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE S00°33'09"W ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1326.37 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, PROCEED S89°27'04"E, 578.12 FEET; THENCE S01°32'35"W, 912.52 FEET; THENCE S86°49'45"W, 563.53 FEET TO A POINT ON AFORESAID WEST LINE; THENCE N00°33'09"E ALONG SAID WEST LINE, 948.94 FEET TO THE POINT OF BEGINNING.

LOT 7

A PORTION OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE S89°28'37"E ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 513.81 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED SOUTH, 663.81 FEET TO THE POINT OF BEGINNING; THENCE WEST, 317.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 25°50'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 112.76 FEET (CHORD BEARING AND DISTANCE OF \$77°04'45"W, 111.80 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTH, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 25°50'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 112.76 FEET (CHORD BEARING AND DISTANCE OF S77°04'45"W, 111.80 FEET); THENCE WEST, 177.96 FEET; THENCE SOUTH, 606.49 FEET; THENCE S89°36'01"E, 187.21 FEET; THENCE S89°27'04"E, 578.12 FEET; THENCE N16°19'50"W, 169.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 17°09'04": THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 74.84 FEET (CHORD BEARING AND DISTANCE OF N07°45'18"W, 74.56 FEET); THENCE N00°49'14"E, 427.10 FEET TO THE POINT OF BEGINNING.

LOT 8

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE S00°33'09"W ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1326.37 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED N89°36'01"W 187.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°36'01"W, 690.00 FEET; THENCE N00°26'50"E, 823.52 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 63°32'47"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 443.64 FEET (CHORD BEARING AND DISTANCE OF S58°13'37"E, 421.25 FEET); THENCE EAST, 325.43 FEET; THENCE SOUTH, 606.49 FEET TO THE POINT OF BEGINNING.