

August 2, 2024

PROJECT NAME: NEXTRAN OCALA

PROJECT NUMBER: 2021070099

APPLICATION: DRC WAIVER REQUEST #31795

1 DEPARTMENT: FRMSH - FIRE MARSHAL REVIEW  
REVIEW ITEM: LDC 6.11.4.C(2) - Access management  
STATUS OF REVIEW: INFO  
REMARKS: N/A

2 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW  
REVIEW ITEM: LDC 6.11.4.C(2) - Access management  
STATUS OF REVIEW: INFO  
REMARKS: DENY.

This project site is the expanded parking lot for the commercial use to the north. The driveway is being off-set from the current driveway location to NW 44th Avenue at the northeast corner of the site. Years ago, when Joe Brown obtained a commercial rezoning for the property to the west, it was noted there was a historic easement(s) for ingress/egress for the properties to the west that runs directly along the north boundary of the site – the “NW 73rd Place” show on the survey. The new driveway will be “outside” the historic easement alignment as the driveway shifts south.

The suggestion and resulting alternative condition with the LUCURR review remarks was to provide for a public ingress/egress easement over where the driveway deviates from the historic alignment to provide for owners to the west to have continued access along the revised driveway – as otherwise, in the future, this owner or a future owner could attempt to prohibit/obstruct access on the new driveway – potentially forcing the owners to the west to have to reassert their historic easement, so then we end up with the “new” driveway immediately adjoining the “old” access point because the new plan does not “terminate” the old easements – resulting in potential safety hazards, etc. as we would not be in a position to refuse/prohibit their historic access in its record location.

As the material below notes, this has been part of a “conditional approval” since the end of May 2023 – in reference to the lack of a response to the initial comments (end of Jan 2023) when this project began review in September 2022, over a year ago – and now this is an issue...

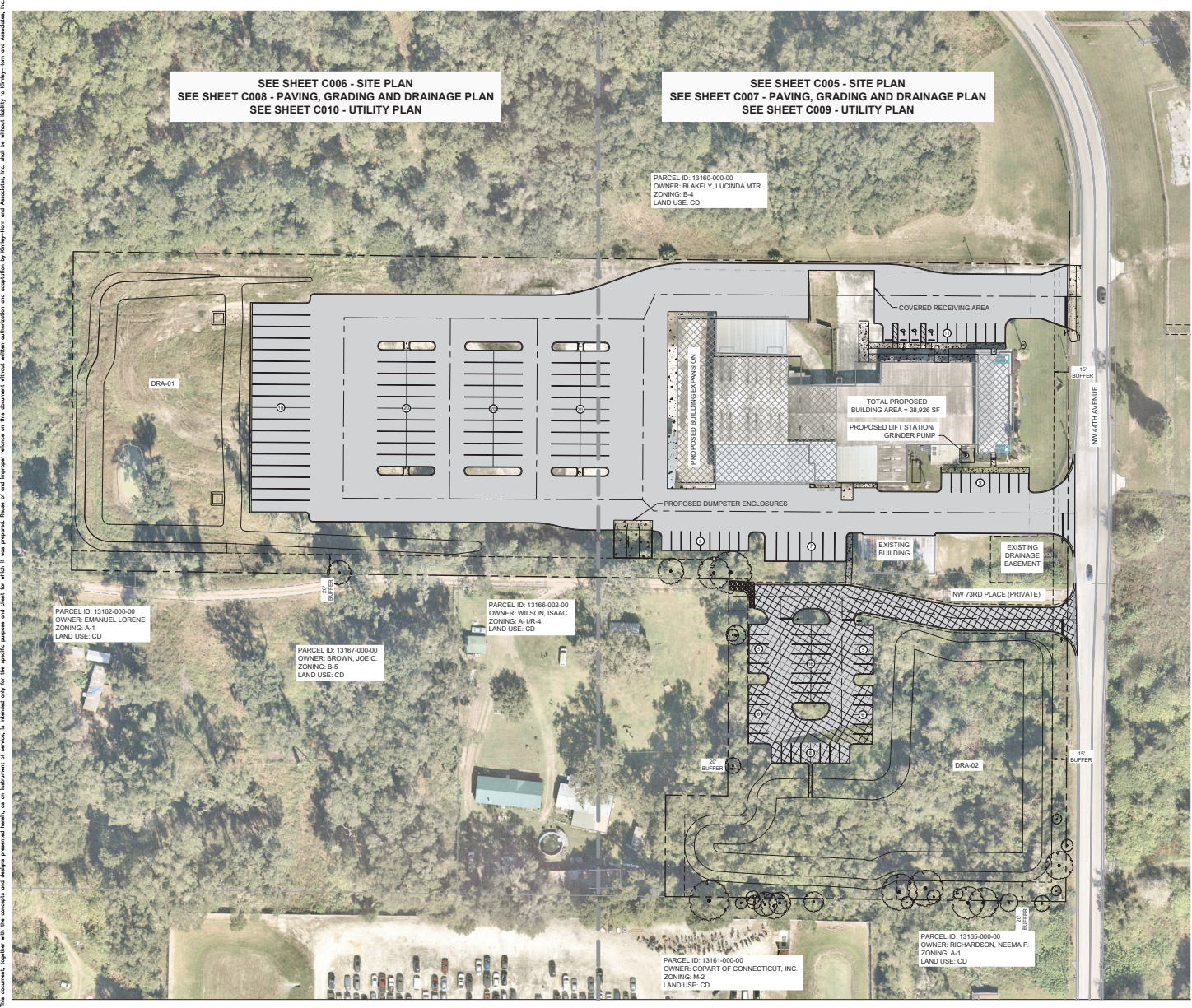
I believe this functionally comes down to the developer can’t “shut down” the historic access and eliminate the driveway without some form of documentation that shows the parties to the west still have access – either by agreeing to move it (which admittedly would be challenging I presume) or by providing an alternative public I/E easement (simple and direct).

3 DEPARTMENT: ZONE - ZONING DEPARTMENT  
REVIEW ITEM: LDC 6.11.4.C(2) - Access management  
STATUS OF REVIEW: INFO  
REMARKS: DEFER TO OCE  
ACREAGE: 10.87  
FLU: CD  
ZONING: B-4 & B-5

4 DEPARTMENT: UTIL - MARION COUNTY UTILITIES  
REVIEW ITEM: LDC 6.11.4.C(2) - Access management  
STATUS OF REVIEW: INFO  
REMARKS: APPROVED

- 5 DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION  
REVIEW ITEM: LDC 6.11.4.C(2) - Access management  
STATUS OF REVIEW: INFO  
REMARKS: n/a
- 6 DEPARTMENT: 911 - 911 MANAGEMENT  
REVIEW ITEM: LDC 6.11.4.C(2) - Access management  
STATUS OF REVIEW: INFO  
REMARKS: APPROVED - 911 Management is ok with the relocation of the easement as shown on the Major Site Plan for Nextran Ocala (AR 28502). If the easement is ever relocated to another location other than proposed be aware that it could result in the road name being changed as well as all the addresses along the easement being changed.
- 7 DEPARTMENT: DOH - ENVIRONMENTAL HEALTH  
REVIEW ITEM: LDC 6.11.4.C(2) - Access management  
STATUS OF REVIEW: INFO  
REMARKS: N/A
- 8 DEPARTMENT: ENGDRN - STORMWATER REVIEW  
REVIEW ITEM: LDC 6.11.4.C(2) - Access management  
STATUS OF REVIEW: INFO  
REMARKS: Defer to Traffic
- 9 DEPARTMENT: ENGTRF - TRAFFIC REVIEW  
REVIEW ITEM: LDC 6.11.4.C(2) - Access management  
STATUS OF REVIEW: INFO  
REMARKS: APPROVED - This easement is not needed for the benefit of the general public. The developer has ensured access is maintained with the design of the site. If a need does arise for an easement, it is best handled privately. The parcels immediately to the west that access through NW 73rd Place also have a second access on NW 49th Avenue that leads out to SR 326. The County Attorney's Office has reviewed this and concurs.

Printed By: Tranter, Thomas Sheet: NEXTRA Layout: C004 MASTER SITE PLAN April 04, 2023 03:45:51pm R:\VOCAL\042999002-Nextran\OCALA\PlanSheets\C004 MASTER SITE PLAN.dwg  
 This document, together with the concepts and design presented herein, is an instrument of service, to be used only for the specific purpose and client for which it was prepared. It is not to be used for any other purpose without the written authorization and approval of Kimley-Horn and Associates, Inc. and without liability to Kimley-Horn and Associates, Inc.



SEE SHEET C006 - SITE PLAN  
 SEE SHEET C008 - PAVING, GRADING AND DRAINAGE PLAN  
 SEE SHEET C010 - UTILITY PLAN

SEE SHEET C005 - SITE PLAN  
 SEE SHEET C007 - PAVING, GRADING AND DRAINAGE PLAN  
 SEE SHEET C009 - UTILITY PLAN

PARCEL ID: 13160-000-00  
 OWNER: BLANKELY, LUCINDA MTR.  
 ZONING: B-4  
 LAND USE: CD

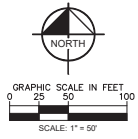
PARCEL ID: 13162-000-00  
 OWNER: EMANUEL LORENE  
 ZONING: A-1  
 LAND USE: CD

PARCEL ID: 13167-000-00  
 OWNER: BROWN, JOE C.  
 ZONING: B-5  
 LAND USE: CD

PARCEL ID: 13166-002-00  
 OWNER: WILSON, ISAAC  
 ZONING: A-1R-4  
 LAND USE: CD

PARCEL ID: 13161-000-00  
 OWNER: COPART OF CONNECTICUT, INC.  
 ZONING: M-2  
 LAND USE: CD

PARCEL ID: 13165-000-00  
 OWNER: RICHARDSON, NEEMA F.  
 ZONING: A-1  
 LAND USE: CD



**PAVEMENT LEGEND**

	STANDARD DUTY PAVEMENT (SEE DETAIL SHEET C011)
	HEAVY DUTY PAVEMENT (SEE DETAILS SHEET C011)
	CONCRETE PAVEMENT (SECTION PROVIDED UNDER BUILDING PLANS)
	CONCRETE SIDEWALK (SEE DETAILS SHEET C011)

**SITE DATA TABLE**

PARCEL IDENTIFICATION NUMBERS	13160-001-00 13160-002-00 13160-003-00 13160-004-00
TOTAL SITE BOUNDARY	10.62 ACRES
FLOOD ZONE	X AE S A
FEMA PANEL	120830314E
FUTURE LAND USE	COMMERCIAL DISTRICT
ZONING	B-4-B-5
<b>BUFFER REQUIREMENT</b>	
ABUTTING FRONT-OF-WAY (EAST)	15 FEET (TYPE C)
ABUTTING SAME USE (NORTH)	0 FEET
ABUTTING SAME USE (WEST)	0 FEET
ABUTTING SFR (SOUTH)	20 FEET (TYPE B)
MAXIMUM BUILDING HEIGHT	50 FEET
<b>BUILDING SETBACKS</b>	
FRONT	40 FEET
SIDE	10 FEET
REAR	25 FEET
<b>PARKING REQUIREMENTS</b>	
SERVICE STATION - 3 SPACES PER BAY AND WORK AREA	
OFFICE - 2.5 SPACES PER 1,000 SQ. FT. GFA	
BUILDING (15 BAYS, 12,000 SQ. FT. OFFICE)	
TOTAL SPACES REQUIRED	75
STANDARD SPACES (10'X20') PROVIDED	72
UNACCESSIBLE SPACES REQUIRED	3
VAN ACCESSIBLE SPACES PROVIDED	3
TRUCK SPACES (12'X30') PROVIDED	68
TRUCK SPACES (12'X30') PROVIDED	18

**SURFACE DATA TABLE**

TOTAL IMPERVIOUS AREA	238,156 SF
TOTAL IMPERVIOUS AREA PERCENTAGE	5.6 %
TOTAL OPEN SPACE	123,283 SF
TOTAL OPEN SPACE PERCENTAGE	28.6 %

- NOTES:**
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL COUNTY REGULATIONS AND CODES AND C.I.A.H.
  - PRIOR TO CONSTRUCTION WITHIN ANY EXISTING PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE AUTHORITY HAVING JURISDICTION.
  - CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF DOORWAYS, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXIST BUILDING UTILITY ENTRANCE LOCATIONS.
  - SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION PER SURVEY DATED MARCH 10, 2022, BY PRECISE LAND SURVEYING, INC.
  - REFER TO ARCH. PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
  - MAXIMUM RUNNING SLOPE ON SIDEWALKS SHALL NOT EXCEED 2% (1:50).
  - MAXIMUM CROSS SLOPE ON SIDEWALKS SHALL NOT EXCEED 2% (1:50).
  - MAXIMUM SLOPE IN ACCESSIBLE PARKING AREAS SHALL NOT EXCEED 2% (1:50) IN ANY DIRECTION.

CALL 2 BUSINESS DAYS BEFORE YOU DIG IT'S THE LAW! DIAL 811

MISSISSIPPI STATE ONE CALL CENTER

NO.	DATE	REVISIONS

NOT FOR CONSTRUCTION

**Kimley»Horn**

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.  
 100 WEST 11TH STREET, SUITE 200  
 FORT WORTH, TEXAS 76102  
 WWW.KIMLEY-HORN.COM REGISTRY#D 35109

LICENSED PROFESSIONAL

STEWART L. HILL, P.E.  
 FLORIDA LICENSE NUMBER 79410

DESIGNED BY: KHA  
 DRAWN BY: DDC  
 CHECKED BY: SJH

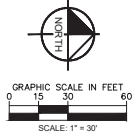
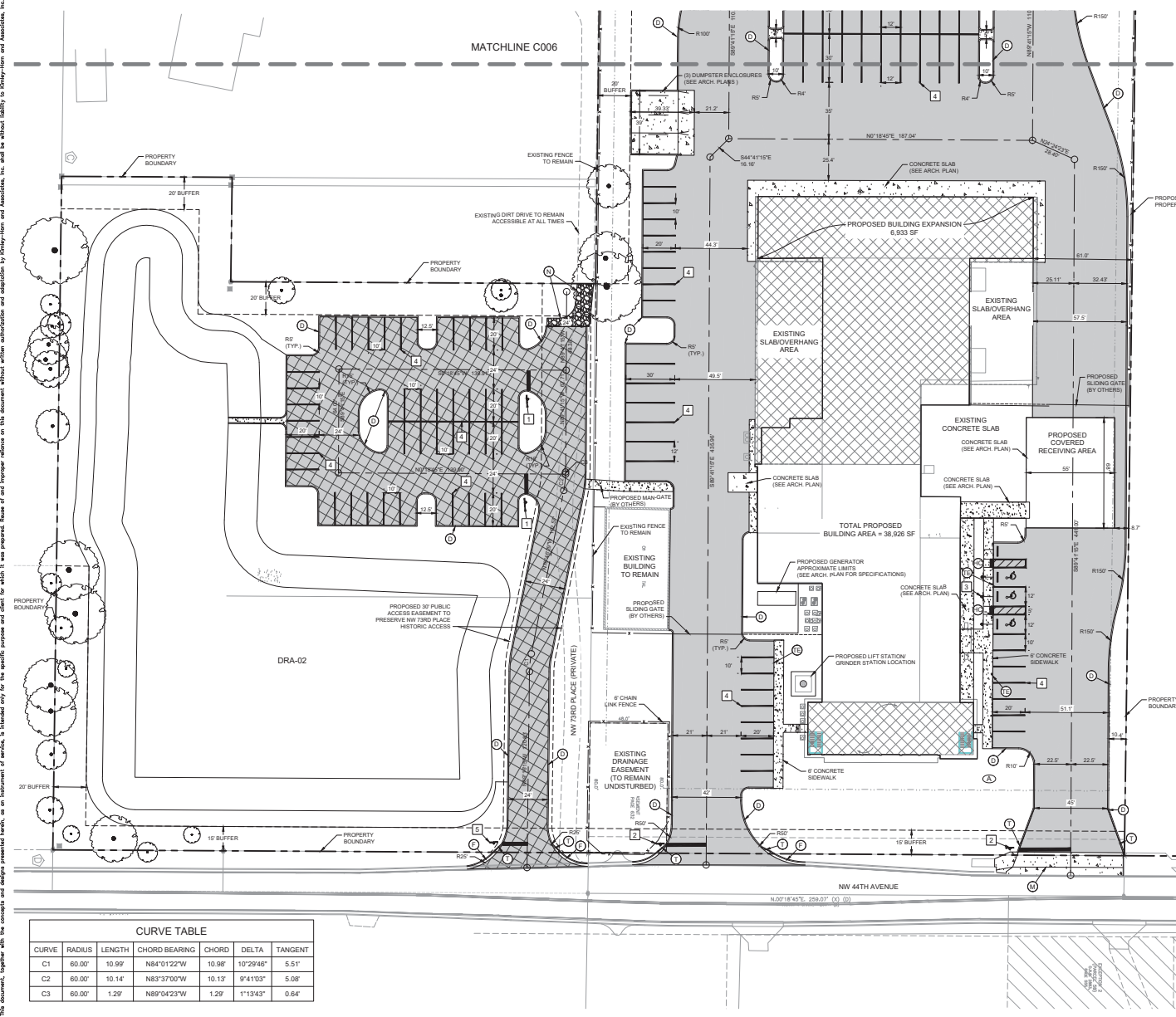
**MASTER SITE PLAN**

NEXTRAN OCALA  
 PREPARED FOR  
 NEXTRAN CORPORATION

FLORIDA  
 MARION COUNTY

SHEET NUMBER  
**C004**

Printed By: Tommas, Thomas Sheet: Sct:000 Layout: C000 SITE PLAN April 24, 2023 04:14:44pm K:\LOCAL\CA\042999002-Nextran Ocala\CA\PlanSheet\C000 SITE PLAN.dwg  
 This document, together with the contracts and design presented herein, is an instrument of service, to be used only for the specific purpose and client for which it was prepared. None of the information contained herein shall be used for any other purpose without the written authorization and approval by Kimley-Horn and Associates, Inc. and be without liability to Kimley-Horn and Associates, Inc.



CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	60.00'	10.99'	N84°01'22"W	10.98'	10°29'46"	5.51'
C2	60.00'	10.14'	N83°37'00"W	10.13'	9°41'03"	5.08'
C3	60.00'	1.29'	N89°04'23"W	1.29'	1°13'43"	0.64'

- PAVEMENT LEGEND**
- STANDARD DUTY PAVEMENT (SEE DETAIL SHEET C011)
  - HEAVY DUTY PAVEMENT (SEE DETAIL SHEET C011)
  - CONCRETE PAVEMENT (SECTION PROVIDED UNDER BUILDING PLANS)
  - CONCRETE SIDEWALK (SEE DETAIL SHEET C011)
- CURB LEGEND** SEE SHEET C011 FOR DETAILS
- TYPE 'D' CURB
  - TYPE 'F' CURB
  - CURB TRANSITION (Ø LENGTH)
  - Ø WIDE THICKENED EDGE SIDEWALK
  - ACCESSIBLE CURB RAMP (PER FOOT INDEX NO. 522-002)
  - NO CURB, EXTEND LMEROCK BASE 6' BEYOND PAVEMENT.
  - CONCRETE DRIVEWAY PER FOOT INDEX 522-003 (M 13)
- SIGN AND PAVEMENT MARKING LEGEND**
- 24" STOP SIGN (R1-1) WITH 24" WHITE STOP BAR
  - 30" STOP SIGN (R1-1) WITH 24" WHITE STOP BAR
  - HANDICAP SPACES PER FLORIDA'S ACCESSIBILITY CODE WITH SIGNS AND WHEEL STOPS (SEE SHEETS C011 FOR DETAILS)
  - WHITE STRIPS
  - 30" STOP SIGN (R1-1) WITH 24" WHITE STOP BAR (THERMO) AND STREET NAME SIGN

- NOTES:**
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  - PRIOR TO CONSTRUCTION WITHIN ANY EXISTING PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE AUTHORITY HAVING JURISDICTION.
  - CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF SIDEWALKS, SLOPE HAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
  - SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION PER SURVEY DATED MARCH 10, 2022, BY FREEZE LAND SURVEYING, INC.
  - REFER TO ARCH PLANS FOR Pylon AND/OR MONUMENT SIGNS.
  - REFER TO ARCH PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
  - MAXIMUM RUNNING SLOPE ON SIDEWALKS SHALL NOT EXCEED 5.00% (1:20).
  - MAXIMUM CROSS SLOPE ON SIDEWALKS SHALL NOT EXCEED 2.00% (1:50).
  - MAXIMUM SLOPE IN ACCESSIBLE PARKING AREAS SHALL NOT EXCEED 2.00% (1:50) IN ANY DIRECTION.
  - THE COMMERCIAL SOLID WASTE IMPACT FEE SHALL BE CALCULATED, DUE AND PAYABLE WITHIN 30 DAYS OF PERMANENT ELECTRIC SERVICE.
  - PUBLIC ACCESS ON NW 73RD PLACE TO REMAIN OPEN THROUGHOUT THE DURATION OF THE PROJECT. SHOULD CLOSURE OF NW 73RD PLACE BE REQUIRED AT ANY TIME DURING CONSTRUCTION, THE CONTRACTOR MUST COORDINATE WITH MARION COUNTY OFFICE OF THE COUNTY ENGINEER AND 9-1-1 MANAGEMENT.
  - ALL STRIPING SHALL BE PAINTED, UNLESS OTHERWISE NOTED.

<b>Kimley-Horn</b>	LICENSED PROFESSIONAL APRIL 2023 SCALE AS SHOWN DESIGNED BY KHA DRAWN BY DSC CHECKED BY SAJ			
LICENSED PROFESSIONAL APRIL 2023 SCALE AS SHOWN DESIGNED BY KHA DRAWN BY DSC CHECKED BY SAJ		STEWART L. HILL, P.E. FLORIDA LICENSE NUMBER 79410		
<b>SITE PLAN</b>		NEXTRAN OCALA PREPARED FOR NEXTRAN CORPORATION MARION COUNTY FLORIDA		
SHEET NUMBER <b>C005</b>		DATE REVISIONS DATE		



W. JAMES GOODING III  
ROBERT W. BATSEL, JR.  
ROBERT W. BATSEL  
JAMES T. HARTLEY  
KENNETH H. MACKAY IV



ATTORNEYS AT LAW

1531 SE 36th Avenue  
Ocala, Florida 34471  
Phone: 352.579.1290  
Direct: 352.579.6580  
Fax: 352.579.1289  
jgooding@lawyersocala.com

July 17, 2024

**All By Email Only**

Steven Cohoon, P.E., County Engineer  
Christopher Ziegler, P.E. County Traffic Engineer  
Office of the County Engineer  
412 SE 25th Avenue  
Ocala, FL 34471

Thomas Schwartz, Esq.  
Assistant County Attorney  
Marion County  
601 SE 25th Avenue  
Ocala, FL 34471

RE: Nextran – Major Site Plan # 28502 – Access Easement

Dear Steven, Chris and Tom:

This will follow-up on our meeting at County Engineering on June 25, 2024, concerning the above matter.

Based on the outcome of that meeting, my client's engineer, Stewart Hill, PE, is requesting the Development Review Committee to readdress its prior requirement that my client grant an easement to permit the continued use of NW 73rd Place. I believe the DRC meeting will be Monday, July 22, 2024.

Because the issue is fairly complicated, and there are so many moving parts, I am providing a fairly lengthy discussion. I am suggesting that Stewart including this letter in the DRC application.

Specifically:

1. So that you can better understand this, I have attached the following documents:
  - 1.1. My email to Cheryl Weaver of May 16, 2023 and the documents that were enclosed therein including May 16, 2023 DRC Informational Letter.
  - 1.2. A revised Agreement Concerning Public Ingress and Egress Easement, together with a redline comparing it to the version I emailed to Cheryl last year, specifically addressing Tom's comments as set forth in paragraph 6.3 of this letter.
2. The parcels that my client owns, and that are the subject of the prior DRC approval, are bisected by a dirt road designated as NW 73rd Place.
  - 2.1. Although the road has a street sign and name, the County has indicated that it does not constitute public right of way.
  - 2.2. On the other hand, neighboring property owners have been using the road for years and thus, DRC encouraged my client to accommodate its use.

- 2.3. My client did so by adjusting the alignment southwards (to avoid an existing drainage facility).
- 2.4. The DRC requested more, however, as set forth in the attached May 16, 2023 letter. Specifically:

5 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW  
REVIEW ITEM: Additional Planning Items:  
STATUS OF REVIEW: INFO

REMARKS: 5/16/23 - CONDITIONAL APPROVAL: Subject to no final inspection / certificate of occupancy unless and until the adjusting easement is completed and recorded in the public records. Contract OCE-Property Management for final review coordination regarding the easement.

PRIOR COMMENT: 1/23/23 - Remark acknowledged by applicant's response; however, no documentation or information was provided as response states applicant's legal counsel is working to address the comment. This remark remains unsatisfied

PRIOR COMMENT: Staff understands that historic access provisions/easements are in place related to NW 73rd Place. The proposed plan appears to accommodate the continuation of that access; however, the alignment is adjusted south at the intersection with NW 44th Avenue. Legal record documentation must be provided that the parties agree to the adjusted location must be provided, or alternatively the owner may convey a general public ingress/egress access easement, similar to a cross access easement, to correspond to the revised access location.

- 2.5. To comply with this requirement, I prepared a proposed Agreement Concerning Public Ingress and Egress Easement and, on May 16, 2023, emailed it to Cheryl Weaver pursuant to the attached email. Apparently, however, the process derailed and the Easement was never reviewed or approved.
- 2.6. We found out about this a month or so ago when the County started withholding inspections on our project and promptly scheduled the meeting that we had with you on June 25, 2024.
3. At the risk of misstating your positions at the meeting, I would summarize them as follows:
  - 3.1. Steven indicated that he thought that this was a private matter and did not know why we were granting the easement.
  - 3.2. Chris indicated that he thought a private, not a public, easement should be provided.
  - 3.3. Tom indicated that, if the easement was provided, he had a problem with the provisions of paragraph 3 providing for assumption of risk, release and indemnification.
  - 3.4. I will address each of your comments separately.
4. Steven, in many ways I agree with you but feel obligated to point out that historically, Marion County has required historic access means to be preserved. I believe the most recent example of this involved property contiguous to the BMW dealership.
  - 4.1. Essentially, I believe that the County Commission does not want for the County to be in a position of approving development that interferes with access. Thus, there is nothing new about this requirement.
  - 4.2. Further, my client, partially because of the prior DRC requirement, designed its project to provide the access.

- 4.3. Finally, it is clearly a requirement of DRC and thus, until that obligation is removed, my client is required to provide the easement.
5. Chris, there are a couple of problems with this being a private easement:
  - 5.1. We do not know the names of the persons who utilize the road, nor can they be easily determined.
  - 5.2. The DRC requirement was for a public easement, “similar to a cross-access easement.” The County routinely requires the latter and they are public easements.
6. Tom, I do not believe that the language you are concerned about should concern the County:
  - 6.1. It is essentially added in an effort to protect my client against a use of its property by others who, at best, do not have a clear right to use the road.
  - 6.2. It does not directly involve the County but rather only focuses on persons who are using the road. I have further revised the document, however, and are attaching it and a redline; as you can see, I have made it clear that the County has no liability based on activities of others.
  - 6.3. As the grantor of an easement that benefits people, the County should permit my client to include language that tries to protect it from claims by persons using the road.
  - 6.4. Thus, if my client is going to be required to grant this easement, I believe that the County should accept this language.

I look forward to seeing you at DRC on Monday, July 22, 2024. If you have any questions in advance, please let me know.

Sincerely,

GOODING & BATSEL, PLLC

*/s/ Jimmy Gooding /s/*

W. James Gooding III

WJG/ban

cc: Mr. Stewart Hill  
Mr. Jon Pritchett  
Mr. Terry Miller  
Mr. Trey Wilson  
Mr. Thomas Trexler  
(All by email only)

## Trexler, Thomas

---

**From:** Jimmy Gooding <JGooding@lawyersocala.com>  
**Sent:** Tuesday, May 16, 2023 6:13 PM  
**To:** cheryl.weaver@marionfl.org  
**Cc:** Hill, Stewart; Terry Miller; Jon Pritchett; Thomas G. Wilson III; Trexler, Thomas  
**Subject:** Netran - Easement  
**Attachments:** DRC Info Letter 28502.PDF; Public Ingress Egress Easement JG 4-17-23.DOCX

Cheryl:

Re the attached DRC comments:

1. Attached is the Easement they are discussing.
2. I can't tell from the Comments if they are saying YOU are reviewing, LEGAL is reviewing, or BOTH.
3. If it's you and you have any questions, please give me a call.
4. If it's legal, do you know who over there is handling it?

Thanks.

W. James Gooding III  
Gooding & Batsel, PLLC  
1531 SE 36 Ave.  
Ocala, FL. 34471  
Direct: 352-579-6580  
Main Line: 352-579-1290  
Cell: 352-812-6221  
Fax: 352-579-1289  
[jgooding@lawyersocala.com](mailto:jgooding@lawyersocala.com)

This internet message may contain information that is privileged, confidential, and exempt from disclosure. It is intended for use only by the person to whom it is addressed. If you have received this in error, please: (1) do not forward or use this information in any way; and (2) contact me immediately. Thank you.

PR: E



Record and return to:  
Development Review Division  
Marion County Transportation Department  
412 SE 25th Avenue  
Ocala, FL 34471

This instrument prepared by:  
W. James Gooding III  
Gooding & Batsel, PLLC  
1531 SE 36th Avenue  
Ocala, FL 34471

PID No: 13166-003-00 (Portion)  
Doc Stamps: \$.70<sup>1</sup>  
Rec: \$           

### AGREEMENT CONCERNING PUBLIC INGRESS AND EGRESS EASEMENT

THIS AGREEMENT CONCERNING PUBLIC INGRESS AND EGRESS EASEMENT is made this \_\_\_\_\_, ~~2023~~2024, by and between:

- Nextran Corporation, a Florida corporation, whose mailing address is P.O. Box 2880, Jacksonville, FL 32209 (“Nextran”); and
- Marion County, a political subdivision of the State of Florida, whose mailing address is 601 SE 25th Avenue, Ocala, Florida 34471-2626, its successors and assigns (“County”).

WHEREAS:

- A. Nextran owns certain real property (the “Parent Tract”) described on the attached **Exhibit A**.
- B. A private road known generally as “NW 73rd Place” (the “Road”) exists on a portion of the Parent Tract and extends west beyond the boundary of the Parent Tract. The Road has been used by the public for a number of years without the benefit of any right of way, deed, easement or other legal right permitting such use.
- C. Nextran has applied to County for approval of certain development plans, applications or permits for the development of the Parent Tract (collectively the “Permits”).
- D. Nextran has constructed or is constructing a driveway (the “Driveway”) within a portion of the Parent Tract (such portion being the Easement Area as defined in paragraph 1).
- E. County has required, as a condition of approval of the Permits, Nextran to grant an Easement (as defined in paragraph 1), to County and the public to permit the use of the Driveway to access the remainder of the Road that exists beyond the western boundary of the Parent Tract.

NOW THEREFORE, in consideration of the foregoing (which is incorporated herein by reference), and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereby agree as follows:

---

<sup>1</sup> This instrument evidences a conveyance of an easement for no monetary consideration to satisfy a condition of governmental approval of a development plans, applications or permits. The value of the easement is uncertain. Thus, only nominal documentary excise taxes are owed.

1. **Grant.** Nextran hereby grants to County, its successors and assigns, a perpetual non-exclusive public easement and right of way (collectively, the “Easement”) for vehicular and pedestrian access upon, over and across the portion of the Parent Tract that is more particularly described in the attached **Exhibit B** (the “Easement Area”), to have and to hold the same unto County, its successors and assigns forever. Nextran will defend the title to the Easement Area against all persons claiming by, through or under Nextran, but none other.
2. **Purpose.**
  - 2.1. The purpose of the Easement is to establish a legal right for the public to use the Driveway within the Easement Area pursuant to the terms and conditions set forth herein. The Easement is granted only to such extent; that is, the Easement does not grant the public any rights except concerning the Driveway located on the portion of the Parent Tract within the Easement Area.
  - 2.2. The Easement granted herein does not include the right to park, store vehicles, or for the passage by vehicles larger than cars and light trucks.
  - 2.3. The Easement granted herein does not include the right to construct or maintain utilities.
  - 2.4. By virtue of the grant of Easement, it is no longer necessary for any member of the public to utilize those portions of the Road that are located on the Parent Tract but outside of the Easement Area. Therefore, Nextran may block access to such portions of the Road, reconfigure them, and otherwise use them as Nextran desires.
3. **No Representations; Assumption of Risk; Release; Indemnification.** Any person utilizing the Easement, Driveway or Road within the Easement Area (in each case, a “User”), including any person walking on, driving a vehicle on, riding as a passenger in a vehicle on, or otherwise utilizing the Easement Area, Driveway or Road within the Easement Area, shall, by virtue of such use, be deemed to have acknowledged and agreed to the following:
  - 3.1. Nextran makes no representations or warranties concerning the Easement, Driveway or Road of any kind (except concerning the warranty of title contained in paragraph 1).
  - 3.2. Each User assumes all liability in connection with such User’s use of the Easement, Driveway, or Road and acknowledges that such User does so at its own initiative, risk and responsibility.
  - 3.3. Each User automatically and without further action releases, and shall be deemed to have released, Nextran, its current and former agents, employees, officers, shareholders, parent companies, affiliates, subsidiaries, successors, and assigns, (individually and collectively, the “Released Parties”), from all liabilities, claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses and compensation whatsoever, known or unknown, now existing or hereafter acquired (individually and collectively the “Claims”) which any such User now has or which may hereafter accrue, on account of or in any way growing out of such User’s use of, or presence on, the Easement Area, Driveway or Road, or incurred on the Parent Tract. This specifically includes, without limitation, any such Claims which arise out of the negligence of any of the Released Parties.
  - 3.4. Each User automatically and without further action agrees to hold the Released Parties, harmless from, and indemnify the Released Parties against, any and all Claims whatsoever incurred arising out of such User’s use of or presence on, the Easement Area, Driveway or Road.

3.5. EACH USER WAIVES ITS RIGHT TO JURY TRIAL PURSUANT TO PARAGRAPH 5.3.

3.6. The foregoing provisions of this paragraph 3 concern Users only. County is not liable for any obligation of any other User under such provisions including, without limitation, the indemnification provisions of paragraph 3.4.

**4. Additional Provisions Concerning Easement.**

4.1. The Easement is non-exclusive.

4.2. To the extent that it does not unreasonably interfere with the purposes of the Easement or diminish the rights of County, its successors and assigns, and the general public hereunder, Nextran, for itself and its successors and assigns, hereby reserves the right to: (a) use the Easement Area for any lawful purpose, (b) grant additional easements and licenses to others over, across, and under the Easement Area, (c) construct and install improvements within the Easement Area, including, but not limited to, driveways, roadways, entrances, sidewalks, landscaping, and other horizontal or vertical improvements, and (d) construct and install roof overhangs, other similar uses and other minor encroachments from Nextran's adjacent property which may encroach into the Easement Area so long as such vertical construction, including overhangs, is at least twelve (12) feet above grade.

4.3. Nextran has no affirmative obligation to construct any additional sidewalks or other improvements pursuant to the terms of this Agreement other than the Driveway, it being the intention that the Easement rights granted herein shall permit only the use of the Driveway within the Easement Area.

4.4. Nextran reserves the right to make, from time to time and at its own expense, any change, modification or alteration of the Driveway and any other improvements constructed or installed in the Easement Area provided that (a) the accessibility of the Driveway for vehicular traffic is not permanently restricted or hindered, (b) the use of the Driveway for vehicular traffic is not materially and adversely affected, and (c) such actions by Nextran are taken in accordance with applicable laws.

4.5. Upon reasonable prior written notice to County, Nextran shall have the right to relocate the Easement Area and the Driveway now or hereafter located within the Easement Area, at Nextran's sole expense, and in accordance with applicable laws. Any such relocation of the Easement Area shall be evidenced by an amendment to this Agreement executed by Nextran and County and recorded in the public records of Marion County, Florida.

4.6. Nextran may encumber the Easement Area with a mortgage and related security documents; provided, however, any such mortgage and related security documents shall be subordinate to the Easements granted in this Agreement.

**5. Miscellaneous.**

5.1. All provisions of this Agreement, including the benefits and burdens, shall run with the title to the Easement Area and are binding upon and inure to the benefit of the heirs, successors, and assigns of Nextran.

5.2. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. The parties agree that venue with respect to any

state or federal litigation in connection with this Agreement shall lie exclusively in Marion County, Florida.

- 5.3. EACH PARTY AND ANY USER AS SET FORTH IN PARAGRAPH 3.5, HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, 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 HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION.
- 5.4. The grant of the Easement under paragraph 1 of this Agreement is expressly conditioned upon, and is not severable from, the effectiveness of paragraphs 2 and 3 of this Agreement. Therefore, in the event that any provision of paragraph 2 or 3 is hereafter held to be invalid, illegal, or otherwise not enforceable by Nextran, its heirs, successors or assigns, the grant of the easement in paragraph 1 of this Agreement shall be deemed terminated and the rights granted under paragraph 1 of this Agreement may no longer be used by County or the public. Upon such occurrence, Nextran may record an instrument in the public records acknowledging that the Easement has been terminated, which shall be conclusive.
- 5.5. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.
- 5.6. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by an amendment in writing duly executed by the parties hereto and recorded in the Public Records of Marion County, Florida.

[signatures on following pages]

IN WITNESS WHEREOF, Nextran and County have caused these presents to be executed in their respective names, as of the day and year first above written.

**Nextran Corporation, a Florida corporation**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Jon W. Pritchett as President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Print Witness Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Print Witness Address:

STATE OF FLORIDA  
COUNTY OF UNION

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, ~~2023~~2024, by Jon W. Pritchett as President of Nextran Corporation, a Florida corporation, on behalf of the Company.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
(print or type)

Commission Number:  
Commission Expires:

Notary: Check one of the following:

- \_\_\_\_ Personally known OR
- \_\_\_\_ Produced Identification (if this box is checked, fill in blank below).
- Type of Identification Produced: \_\_\_\_\_

**COUNTY**

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: \_\_\_\_\_  
~~Craig Curry~~ Michelle Stone as Chair

ATTEST:

\_\_\_\_\_  
Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

\_\_\_\_\_  
Matthew Guy Minter, County Attorney

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
(Please print or type)  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Notary: Check one of the following:  
\_\_\_\_ Personally known OR  
\_\_\_\_ Produced Identification (if this box is checked, fill in blanks below).  
Type of Identification Produced: \_\_\_\_\_

**EXHIBIT A  
PARENT TRACT**

**PID# 13160-001-00 (PARCEL 1)**

The South 330 feet of the East 660 feet of the North 1/2 of the Northwest 1/4 of Section 22, Township 14 South, Range 21 East, Marion County, Florida. LESS AND EXCEPT The East 25.00 feet thereof.

**PID# 13160-002-00 (PARCEL 2)**

The West 396 feet of the East 1056 feet of the South 330 feet of the North 1/2 of the Northwest 1/4 of Section 22, Township 14 South, Range 21 East, Marion County, Florida.

**PARCEL 1 AND PARCEL 2 COMBINED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCE AT THE S.W. CORNER OF THE N.W. 1/4 OF THE N.E. 1/4 OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N.89°14'51"W., ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE N.W. 1/4 OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 21 EAST, A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.W. 44TH AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE N.89°14'51"W., ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 1031.03 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 1056 FEET OF THE SOUTH 330 FEET OF THE NORTH 1/2 OF THE N.W. 1/4 OF SAID SECTION 22; THENCE N.00°18'45"E., ALONG SAID WEST BOUNDARY, 330.01 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 330 FEET OF THE NORTH 1/2 OF THE N.W. 1/4 OF SAID SECTION 22; THENCE S.89°14'51"E., ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1031.03 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.W. 44TH AVENUE; THENCE S.00°18'45"W., ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 330.01 FEET TO THE POINT OF BEGINNING.

**PID# 13166-003-00 (PARCEL 5)**

THE EAST 1/2 OF THE NORTH 1/4 OF THE SE 1/4 OF THE NW 1/4 EXCEPT THE SOUTH 105 FEET OF THE EAST 439.7 FEET OF THE NORTH 1/2 OF THE NORTH 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 21 EAST; EXCEPT THE EAST 25 FEET FOR ROAD, AND EXCEPT THE WEST 220.13 FEET AND EXCEPT THE WEST 64.34 FEET OF THE NORTH 225 FEET OF THE EAST 439.87 FEET AND EXCEPT COMMENCE AT THE NE CORNER OF THE NE 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE PROCEED WEST ALONG THE QUARTER QUARTER SECTION A DISTANCE OF APPROXIMATELY 381.53 FEET TO THE NE CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1152, PAGE 330 FOR A POINT OF BEGINNING; THENCE PROCEED SOUTH APPROXIMATELY 225 FEET TO THE BOUNDARY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 626 PAGE 690; THENCE PROCEED EAST ALONG THE NORTH BOUNDARY OF THAT PROPERTY 193.6 FEET; THENCE PROCEED NORTH APPROXIMATELY 225 FEET TO A POINT 193.6 FEET EAST, ALONG THE QUARTER QUARTER SECTION LINE, OF THE POINT OF BEGINNING; THENCE PROCEED WEST ALONG THE QUARTER QUARTER SECTION LINE TO THE POINT OF BEGINNING.

AND

COMMENCE AT THE NE CORNER OF THE NE 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE PROCEED WEST ALONG THE QUARTER QUARTER SECTION A DISTANCE OF APPROXIMATELY 381.53 FEET TO THE NE CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1152, PAGE 330 FOR A POINT OF BEGINNING; THENCE PROCEED SOUTH APPROXIMATELY 225 FEET TO THE BOUNDARY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 626 PAGE 690; THENCE PROCEED EAST ALONG THE NORTH BOUNDARY OF THAT PROPERTY 193.6 FEET; THENCE PROCEED NORTH APPROXIMATELY 225 FEET TO A POINT 193.6 FEET EAST, ALONG THE QUARTER QUARTER SECTION LINE, OF THE POINT OF BEGINNING; THENCE PROCEED WEST ALONG THE QUARTER QUARTER SECTION LINE TO THE POINT OF BEGINNING

**PID# 13166-001-00 (PARCEL 6)**

The South 105.00 feet of the East 439.87 feet of the North 1/2 of the Northeast 1/4 of the SE 1/4 of the NW 1/4 of Section 22, Township 14 South, Range 21 East, Marion County, Florida. Less and Except that part conveyed for right of way in Official Records Book 836, page 121.



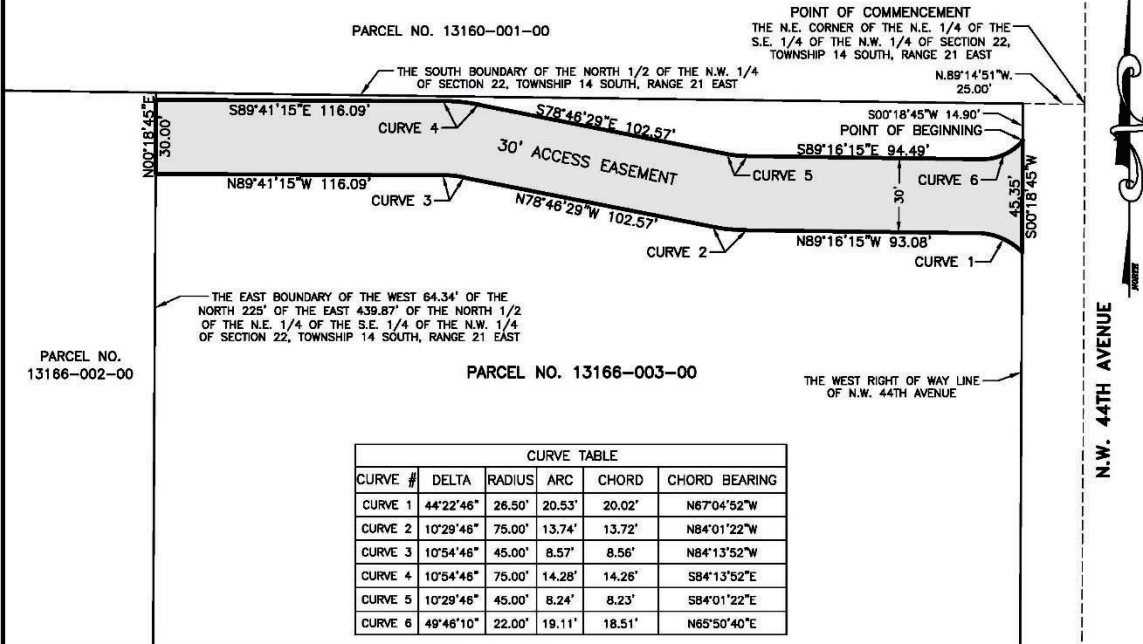
# EXHIBIT B EASEMENT AREA

SHEET 1 OF 1

## SKETCH OF DESCRIPTION FOR: NEXTRAN CORPORATION

**DESCRIPTION:** (30 FOOT ACCESS EASEMENT)

COMMENCE AT THE N.E. CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF THE N.W. 1/4 OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE N.89°14'51"W., ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE N.W. 1/4 OF SAID SECTION 22, 25.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.W. 44TH AVENUE (WIDTH VARIES); THENCE S.00°18'45"W., ALONG SAID WEST RIGHT OF WAY LINE, 14.90 FEET TO THE POINT OF BEGINNING. THENCE S.00°18'45"W., ALONG SAID WEST RIGHT OF WAY LINE, 45.35 FEET TO A POINT OF CUSP WITH A 26.50 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.67°04'52"W. 20.02 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°22'46", A DISTANCE OF 20.53 FEET TO THE POINT OF TANGENCY; THENCE N.89°16'15"W., 93.08 FEET TO THE POINT OF CURVATURE OF A 75.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, HAVING A CHORD BEARING AND DISTANCE OF N.84°01'22"W. 13.72 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°29'46", A DISTANCE OF 13.74 FEET TO THE POINT OF TANGENCY; THENCE N.78°46'29"W., 102.57 FEET TO THE POINT OF CURVATURE OF A 45.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF N.84°13'52"W. 8.56 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°54'46", A DISTANCE OF 8.57 FEET TO THE POINT OF TANGENCY; THENCE N.89°41'15"W., 116.09 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 64.34 FEET OF THE NORTH 225 FEET OF THE EAST 439.87 FEET OF THE NORTH 1/2 OF THE N.E. 1/4 OF THE S.E. 1/4 OF THE N.W. 1/4 OF SAID SECTION 22; THENCE N.00°18'45"E., ALONG SAID EAST BOUNDARY, 30.00 FEET; THENCE DEPARTING SAID EAST BOUNDARY, S.89°41'15"E., 116.09 FEET TO THE POINT OF CURVATURE OF A 75.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S.84°13'52"E. 14.26 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°54'46", A DISTANCE OF 14.28 FEET TO THE POINT OF TANGENCY; THENCE S.78°46'29"E., 102.57 FEET TO THE POINT OF CURVATURE OF A 45.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S.84°01'22"E. 8.23 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°29'46", A DISTANCE OF 8.24 FEET TO THE POINT OF TANGENCY; THENCE S.89°16'15"E., 94.49 FEET TO THE POINT OF CURVATURE OF A 22.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.65°50'40"E. 18.51 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°46'10", A DISTANCE OF 19.11 FEET TO THE POINT OF BEGINNING.



**SURVEYOR'S CERTIFICATION:**  
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.

STATE CERTIFIED SDVBE      **NOTE: THIS IS NOT A SURVEY**      DATE \_\_\_\_\_      GLEN H. PREECE, JR., P.S.M. - LS 5427

**BELLWETHER PROFESSIONAL PARK**  
2201 S.E. 30TH AVENUE, SUITE 102  
OCALA, FL 34471  
PHONE: (352) 351-0091  
FAX: (352) 351-0093 FAX  
EMAIL: glen@plsinc.us

**PREECE**  
LAND SURVEYING, INC.

(LICENSED BUSINESS NO. 7389)

DATE OF SKETCH: MARCH 22, 2023				
DRAWN:	G.H.P.	REVISIONS	BY	DATE
CHECKED:	G.H.P.			
FILE INFO:				
22-14-21				
SCALE: 1" = 60'	COPYRIGHT © 2023	JOB ORDER# 12-121 ACCESS EASEMENT		



<b>Summary report:</b>	
<b>Litera Compare for Word 11.8.0.56 Document comparison done on 7/17/2024 11:47:42 AM</b>	
<b>Style name:</b> JG-Default	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> P:\JG\Nextran\North 44th\County\Public Ingress Egress Easement JG 4-17-23.DOCX	
<b>Modified filename:</b> P:\JG\Nextran\North 44th\County\Public Ingress Egress Easement JG 7-17-24.DOCX	
<b>Changes:</b>	
<u>Add</u>	21
<del>Delete</del>	8
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	1
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>30</b>



**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

May 16, 2023

KIMLEY-HORN & ASSOCIATES  
STEWART HILL  
101 E SILVER SPRINGS BLVD 400  
OCALA, FL 34470

**SUBJECT: DRC INFORMATIONAL LETTER**  
PROJECT NAME: NEXTRAN OCALA  
PROJECT #2021070099  
APPLICATION: MAJOR SITE PLAN #28502

Dear Stewart,

The above referenced project was reviewed by Development Review staff and the following comments are for your review. You need not reply to the comments, and if the comments have been previously completed, simply disregard. Your plan will be scheduled for approval by the Development Review Committee on May 22, 2023. This item will be scheduled and attendance is required. Please be present by 9:00 am.

- 1 DEPARTMENT: ENGDRN - STORMWATER REVIEW  
REVIEW ITEM: 6.13.10.B - Copy of NPDES Permit or NOI  
STATUS OF REVIEW: INFO  
REMARKS: Please provide copy of NPDES Permit or NOI before construction.
- 2 DEPARTMENT: ENGDRN - STORMWATER REVIEW  
REVIEW ITEM: Copy of District Permit (County Interest)  
STATUS OF REVIEW: INFO  
REMARKS: Please provide copy of District Permit before construction.
- 3 DEPARTMENT: ENGIN - DEVELOPMENT REVIEW  
REVIEW ITEM: 2.12.4.K - List of approved waivers, their conditions, and the date of approval  
STATUS OF REVIEW: INFO  
REMARKS: 7/26/22 - Add waivers if requested in the future - WM
- 4 DEPARTMENT: ENGIN - DEVELOPMENT REVIEW  
REVIEW ITEM: Additional Development Review Comments  
STATUS OF REVIEW: INFO  
REMARKS: After approval, plans will be electronically stamped by the County. The applicant will receive an email indicating that approved plans are available for download and are located in the ePlans project Approved folder. For Development Review submittals, with the exception of Final Plans and Minor Site Plans, applicants are required to print, obtain required signatures, and sign and seal two 24"x 36" sets of the electronically stamped approved plan and deliver them to the Office of County Engineer, Development

Review Section, located at 412 SE 25th Avenue Ocala, FL 34471. Upon receipt, a development order will be issued. Until such time as that development order is issued, the project does not have final approval and construction, if applicable, shall not commence. For plans requiring As-Builts, As-Builts and associated documentation shall be submitted on paper in accordance with current county requirements.

5 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW  
REVIEW ITEM: Additional Planning Items:  
STATUS OF REVIEW: INFO  
REMARKS: 5/16/23 - CONDITIONAL APPROVAL: Subject to no final inspection / certificate of occupancy unless and until the adjusting easement is completed and recorded in the public records. Contract OCE-Property Management for final review coordination regarding the easement.

PRIOR COMMENT: 1/23/23 - Remark acknowledged by applicant's response; however, no documentation or information was provided as response states applicant's legal counsel is working to address the comment. This remark remains unsatisfied.

PRIOR COMMENT: Staff understands that historic access provisions/easements are in place related to NW 73rd Place. The proposed plan appears to accommodate the continuation of that access; however, the alignment is adjusted south at the intersection with NW 44th Avenue. Legal record documentation must be provided that the parties agree to the adjusted location must be provided, or alternatively the owner may convey a general public ingress/egress access easement, similar to a cross access easement, to correspond to the revised access location.

6 DEPARTMENT: ENRAA - ACQ AGENT ENG ROW  
REVIEW ITEM: Major Site Plan  
STATUS OF REVIEW: INFO  
REMARKS: 4.25.23 Easement submitted; being reviewed by Legal.  
IF APPLICABLE:  
Sec. 2.18.1.I - Show connections to other phases.  
Sec.2.19.2.H – Legal Documents  
Legal documents such as Declaration of Covenants and Restrictions, By-Laws, Articles of Incorporation, ordinances, resolutions, etc.  
Sec. 6.3.1.B.1 – Required Right of Way Dedication (select as appropriate)  
For Public Streets. "[All streets and rights-of-way shown on this plat or name specifically if less than all] are hereby dedicated for the use and benefit of the public."  
Sec. 6.3.1.B.2 – Required Right of Way Dedication  
For Non-Public Streets. "[All streets and rights-of-way shown on this plat or name specifically if less than all] are hereby dedicated privately to the [entity name]. All public authorities and their personnel providing services to the subdivision are granted an easement for access. The Board of County Commissioners of Marion County, Florida, shall have no responsibility, duty, or liability whatsoever regarding such streets. Marion County is granted an easement for emergency maintenance in the event of a local, state, or federal state of emergency wherein the declaration includes this subdivision or an emergency wherein the health, safety, or welfare of the public is deemed to be at risk."  
Sec. 6.3.1.D.3 - Cross Access Easements  
For Cross Access Easements. "All parallel access easements shown on this plat are hereby dedicated for the use and benefit of the public, and maintenance of said easements is the responsibility of [entity name]."  
Sec. 6.3.1.C.1 - Utility Easements (select as appropriate)  
"[All utility easements shown or noted or name specifically if less than all] are dedicated [private or to the public] for the construction, installation, maintenance, and operation of utilities by any utility provider."  
Sec. 6.3.1.C.2 – Utility Easements  
"[All utility tracts or identify each tract as appropriate] as shown are dedicated [private or to the public] for the construction and maintenance of such facilities."  
Sec.6.3.1.D(c)(1)(2)(3) - Stormwater easements and facilities, select as appropriate:  
1."[All stormwater and drainage easements as shown or noted or name specifically if less than all] are

dedicated [private or to the public] for the construction and maintenance of such facilities."

2."[All stormwater management tracts or identify each tract as appropriate] as shown are dedicated [private or to the public] for the construction and maintenance of such facilities."

3. When any stormwater easement and/or management tract is not dedicated to the public or Marion County directly, the following statement shall be added to the dedication language: "Marion County is granted the right to perform emergency maintenance on the [stormwater easement and/or management tract, complete accordingly] in the event of a local, state, or federal state of emergency wherein the declaration includes this subdivision or an emergency wherein the health, safety, or welfare of the public is deemed to be at risk."

Sec.6.3.1.D(f) – If a Conservation Easement is required the following shall be provided: "A conservation easement [as shown or on tract and identify the tract, complete accordingly] is dedicated to [the Board of County Commissioners of Marion County, Florida or entity name, if not Marion County] for the purpose of preservation of [listed species, habitat, Karst feature and/or native vegetation, complete accordingly]."

Feel free to contact us at (352) 671-8686 or [DevelopmentReview@marionfl.org](mailto:DevelopmentReview@marionfl.org) with questions.

Sincerely,

*Your Development Review Team*  
**Office of the County Engineer**