PROJECT NAME: HEARTLAND DENTAL OCALA FREEDOM

PROJECT NUMBER: 2025090020

APPLICATION: MAJOR SITE PLAN #33354

DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 6.13.2.B(8) - Calculation & Plan Consistency

STATUS OF REVIEW: INFO

REMARKS: This item will be reviewed upon resubmittal

2 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 6.13.10.B - Copy of NPDES Permit or NOI

STATUS OF REVIEW: INFO

REMARKS: Please provide a copy of the NPDES permit or NOI prior to construction.

3 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: Copy of District Permit (County Interest)

STATUS OF REVIEW: INFO

REMARKS: Please provide a copy of the District permit prior to construction.

4 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: Additional Stormwater comments

STATUS OF REVIEW: INFO

REMARKS: If you have questions or would like to discuss the stormwater review comments, please contact

Alexander Turnipseed at (352) 671-8376 or at alexander.turnipseed@marionfl.org.

5 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: 9/22/25-

6 DEPARTMENT: ENGIN - DEVELOPMENT REVIEW

REVIEW ITEM: Additional Development Review Comments

STATUS OF REVIEW: INFO

REMARKS:

7 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: Parcel numbers identified in project match proposed site plan layout

STATUS OF REVIEW: INFO

REMARKS: Project is a portion of 35699-006-04.

8 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.2.A(1) - Public water service area/provider

STATUS OF REVIEW: INFO

REMARKS: Marion County Utilities will be providing water service

9 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.2.A(1) - Public sewer service area/provider

STATUS OF REVIEW: INFO

REMARKS: Marion County Utilities will be providing sewer service

10 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.3.B - Springs Protection Zone

STATUS OF REVIEW: INFO

REMARKS: Secondary - Within the Urban Growth Boundary

11 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.4 - Water (potable) Capital Charges and Flow Rates - proposed use identified to

calculate

STATUS OF REVIEW: INFO

REMARKS: Capital charges and flow rates will be calculated during the permitting stage, before approval.

12 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.4 - Sewer Capital Charges and Flow Rates - proposed use identified to calculate

STATUS OF REVIEW: INFO

REMARKS: Capital charges and flow rates will be calculated during the permitting stage, before approval.

13 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.5.C - All issued permits related to this project shall be submitted to MCU (DOT,

ROW, misc)

STATUS OF REVIEW: INFO

REMARKS: Copies of all related permit applications and issued permits shall be submitted to the

Development Reviewer for Marion County Utilities Department. (LDC 6.14.5 C).

14 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.5.C - DEP permit for water mains to be constructed/owned by MCU

STATUS OF REVIEW: INFO

REMARKS: The Engineer of Record is responsible for requesting and submitting the appropriate FDEP Public Water System (PWS) and/or Wastewater (WW) permit applications, if applicable. All applications

must be signed and sealed prior to submission for Marion County Utilities' signature.

15 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.8.A - Completion and Closeout - PLAN NOTE: As-builts

STATUS OF REVIEW: INFO

REMARKS: For any Utility assets between the water main and the meter, Marion County will require a Bill of Sale and As-builts of the service, prior to meter(s) being installed. A final hold has been placed on permit,

if applicable. All as-builts shall comply with the current Marion County LDC, section 6.14.8

16 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.9.B - Bill of Sale

STATUS OF REVIEW: INFO

REMARKS: The Bill of Sale consists of three documents and will be provided at the pre-construction meeting. The completed Bill of Sale will be required prior to final inspections and tie-ins. Please note: Marion County Utilities (MCU) will not sign any FDEP clearance applications until the completed Bill of

Sale has been received.

17 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.15.3 - Fire Protection/Fire Flow Capacity

STATUS OF REVIEW: INFO

REMARKS: Water service will be provided by Marion County Utilities. Please consult with Marion County Fire Rescue for any additional comments or requirements related to fire protection.

18 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: Article 7 - Construction Standards - PLAN NOTE:

STATUS OF REVIEW: INFO

REMARKS: All facilities constructed on the developer's property prior to interconnection with Marion County Utility's existing or proposed facilities, shall convey such component parts to MCU by bill of sale in a form satisfactory to the County Attorney, with the following evidence required by MCU: Refer to LDC 6.14.9 (B).

19 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: Utilities Plan Review Fee per Resolution 15-R-583 - payable to Marion County Utilities

STATUS OF REVIEW: INFO

REMARKS: Utilities Plan Review Fee: Fee(s) can be paid by calling 352-671-8686 or visiting the

Development Review Office at 412 SE 25th Ave, Ocala, FL 34471. Reference AR# 33354

20 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: Additional Utilities comments

STATUS OF REVIEW: INFO

REMARKS: For any questions regarding this review, please contact Heather Proctor, Utilities Development

Review Officer, at Heather.Proctor@marionfl.org or by phone at (352) 438-2846.

21 DEPARTMENT: DOH - ENVIRONMENTAL HEALTH

REVIEW ITEM: Additional Health comments

STATUS OF REVIEW: INFO

REMARKS: Central Sewer/Central Water

22 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW

REVIEW ITEM: 6.5 & 6.6 - Habitat Preservation/Mitigation Provided?

STATUS OF REVIEW: INFO

REMARKS: If any listed species are observed/potentially located on site, coordinate with FWC and get required permits. Habitat preservation/mitigation plan shall be submitted to County for record at later stage.

23 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW

REVIEW ITEM: 2.12.5/1.8.2.A - Concurrency/Traffic - Study/Capacity Available?

STATUS OF REVIEW: INFO

REMARKS: A traffic study may be required and a traffic methodology must be submitted for review and approval prior to the traffic study being completed. Please contact OCE-Traffic Review for further information on completing the necessary methodology and study.

24 DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION

REVIEW ITEM: 6.8.2 - Landscape plan requirements (details, schedule, calculations, notes)

STATUS OF REVIEW: INFO

REMARKS: Red bud ornamentals may not be available with 4' spread at the size specified - must be 42" min at install

25 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 2.12.23/4.2 -Setbacks, dimensions for all improvements, and easements

STATUS OF REVIEW: INFO

REMARKS: Initial review: Staff recognizes the approved rear setback variance from 25' to 5'. See supplemental tab for letter verifying approved variance and the affected area which the variance applies to.

26 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 2.12.24 - Landscape requirements/6.8.6 - Buffering

STATUS OF REVIEW: INFO

REMARKS: Initial review: Staff recognize that the landscape sheets correctly denote the buffer types and dimensions, however, please add the buffer type labels to the site plan (e.g., 15' C-Type and 20' B-Type).

27 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 2.12.27 - Show location of outside storage areas

STATUS OF REVIEW: INFO

REMARKS: Initial review: Staff does not see outdoor storage areas proposed. Please confirm that there will

be no outdoor storage, as B-2 zoning does not allow outdoor storage without a special use permit.

28 DEPARTMENT: ENRAA - ACQ AGENT ENG ROW

REVIEW ITEM: Major Site Plan STATUS OF REVIEW: INFO

REMARKS: Project Map Checked -EMW 9.12.25

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]."

29 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 2.12.13/14/15 - General Exhibits

STATUS OF REVIEW: NO

REMARKS: Please provide a USGS Quadrangle Map

30 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 6.13.8.B(7) - Minimum Pipe Size

STATUS OF REVIEW: NO

REMARKS: Minimum pipe size is 15" diameter. Staff would support a waiver provided supporting

calculation

31 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 6.10 - Karst Topography and High Recharge Areas

STATUS OF REVIEW: NO

REMARKS: Please provide a signed and sealed karst analysis

32 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 7.1.3 - Drainage Construction Specifications

STATUS OF REVIEW: NO

REMARKS: (1) We need the following note on the cover page of the plans: "No change to the work as shown on the approved plans shall be made without notification to and approval by the office of the County Engineer." (2) LDC requires the use of RCP pipe for stormwater conveyance piping. To pursue using an alternative material, the engineer needs to submit a request identifying the alternative material type requested, verification that the material is included on the FDOT Approved Products List, and the site specific installation meets install criteria such as depth of cover and UV protection for pipe ends. County will review the request and provide feedback.

33 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 6.13.12 - Operation and Maintenance

STATUS OF REVIEW: NO

REMARKS: An operation and maintenance manual is required for all projects. This is a standalone document from the plans and calculations. If you need an example of O&M documents that have been approved in the past, contact the stormwater department. The O&M manual will need to have the following certification on the cover: "I hereby certify that I, my successors, and assigns shall perpetually operate and maintain the stormwater management system and associated elements in accordance with the specifications shown herein and on the approved plans." This certification must be signed by the current property owner or their authorized representative. We used the State of Florida Sunbiz website to verify agents/member/officers of business entities. If the owner is an out of state organization we will need to see articles of incorporation/organization to verify the authority of the individual signing the certifications. For property ownership, we use the Marion County Property Appraiser's website. If you need an example contact the stormwater department.

34 DEPARTMENT: ENGTRF - TRAFFIC REVIEW

REVIEW ITEM: 6.11.4.B - Cross access

STATUS OF REVIEW: NO

REMARKS: 9/14/25 - A cross access easement must be provided. The cross access agreement is under review and must be recorded prior to final plan approval.

35 DEPARTMENT: ENGTRF - TRAFFIC REVIEW

REVIEW ITEM: 6.11.5 - Driveway access

STATUS OF REVIEW: NO

REMARKS: 9/14/25 - The driveways don't meet spacing requirements. The site should be flipped, moving the main driveway to the west and the trash compactor access should be internal to the site.

36 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.2.C - Industrial Pretreatment

STATUS OF REVIEW: NO

REMARKS: Plans must show and/or provide a written explanation of how the project will comply with the Amalgam Pretreatment Rules as required.

37 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.4 - Water (irrigation) Capital Charges and Flow Rates - total irrigated area identified

STATUS OF REVIEW: NO

REMARKS: 9/24/25 C6.0 - Show irrigated square foot on utility plan.

38 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.5.A(1) - Submittal Requirements - Existing on-site & off-site mains and service

connections

STATUS OF REVIEW: NO

REMARKS: 9/25/25 C2.1 - Water System notes #20 - 10GA locate wire still required.

39 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.5.A(2) - Submittal Requirements - Proposed on-site & off-site mains and service connections

Connections

STATUS OF REVIEW: NO

REMARKS: 9/25/25 - Please confirm that the existing infrastructure identified on the plans has actually been installed. Note that AR# 32039 – Firestone Ocala Freedom, shows proposed infrastructure in this area; however, that project has not obtained approved plans and utility construction has not begun.

40 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.5.A(6) - Submittal Requirements - Manhole locations, rim and invert elevations outside paved areas

STATUS OF REVIEW: NO

REMARKS: 9/25/25 C6.0 - #302 – The legend currently identifies this as a private clean-out. Marion County Utilities requires a clean-out at the property line for maintenance purposes and to clearly delineate the end of County maintenance.

41 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.7 - Construction Inspection - PLAN NOTE:

STATUS OF REVIEW: NO

REMARKS: MCU personnel are to inspect any work performed on or around existing MCU infrastructure. A pre-construction meeting is required to be held a minimum of 48 hours prior to start of any construction. If the pre-construction meeting is not completed, any work may be halted. To schedule, contact MCU's Construction Division, (352) 307-6000, ext. 5 or MCUconstruction@marionfl.org

42 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.15.6.B - Irrigation Water Metering - size

STATUS OF REVIEW: NO

REMARKS: 9/25/25 C6.0 - Irrigation connection needs to be Poly, not PVC.

43 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.15.6.D - Meter Location

STATUS OF REVIEW: NO

REMARKS: 9/25/25 – Sheet C6.0 - Meters are required to be installed within the right-of-way (ROW). If placement within the ROW is not feasible, a 10' x 10' utility easement must be documented on the plans to allow MCU access onto the property for maintenance.

44 DEPARTMENT: FRMSH - FIRE MARSHAL REVIEW

REVIEW ITEM: NFPA 1 Chapter 18.2.3 - Fire Dept Access Roads

STATUS OF REVIEW: NO

REMARKS: The site plan will need to show a fire department turn around for the end of the parking lot. Per NFPA 1 Chapter 18 Where fire department access roads exceed 150 feet a fire department turnaround shall be required.

45 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW

REVIEW ITEM: 2.12.4.L(3) - All applicable Developer's Agreements listed?

STATUS OF REVIEW: NO

REMARKS: 1. Development Agreement is missing. Please show Development Agreements including Marion County Official Record Book and Page on the cover sheet.

2. Variance approval information is missing. Please show approved variance information per requirement on the cover sheet.

46 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW

REVIEW ITEM: 2.12.16/6.5 - [EALS or EALS-ER provided?]

STATUS OF REVIEW: NO

REMARKS: Provide Environmental Assessment of Listed Species (EALS) or submit an Exemption per

LDC Sec. 6.5.

47 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW

REVIEW ITEM: 2.12.5/1.8.2.F - Is Concurrency Approval or Deferral Elected?

STATUS OF REVIEW: NO

REMARKS: Please provide a concurrency statement on the cover sheet according to LDC Sec. 1.8.2 (F) - Concurrency Deferral. An owner may elect to defer required concurrency review and approval for a development application identified in Section 1.8.2.A to a subsequent development application review stage by executing the following "Concurrency Deferral Statement" on the development application plan, or in a separate sworn and notarized affidavit, a copy of which shall be provided to Growth Services and the original shall be recorded in Marion County's Public Records, as applicable: "This project has not been granted concurrency approval and/or granted and/or reserved any public facility capacities. Future rights to develop the resulting property(ies) are subject to a deferred concurrency determination, and final approval to develop the property has not been obtained. The completion of concurrency review and/or approval has been deferred to later development review stages, such as, but not limited to, [list subsequent applications expected pursuant to Section 1.8.2.C as applicable]."

48 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW

REVIEW ITEM: Additional Planning Items:

STATUS OF REVIEW: NO

REMARKS: Owner name is incorrect. Please correct on the cover sheet.

49 DEPARTMENT: 911 - 911 MANAGEMENT

REVIEW ITEM: 2.12.28 - Correct road names supplied

STATUS OF REVIEW: NO

REMARKS: Since businesses in this area will be using the ingress/egress easement we have decided to

name the east/west portion SW 94th Pl. Please label road accordingly on all future submittals.

50 DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION

REVIEW ITEM: 6.8.6 - Buffers STATUS OF REVIEW: NO

REMARKS: 1. Will Drake Elms be in conflict with the overhead electric along SW 95th St? Canopy trees to be 30' min. from overhead lines. Please confirm and adjust location or tree type. Contact reviewer to discuss if necessary 2. Buffer wall shall be min. 6' ht 3. Will existing hedge on east buffer be incorporated into new buffer? please clarify 3.

51 DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION

REVIEW ITEM: 6.8.7 - Parking areas and vehicular use areas

STATUS OF REVIEW: NO

REMARKS: 1. Canopy tree missing in terminus island

52 DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION

REVIEW ITEM: 6.9.3 - Irrigation design standards

STATUS OF REVIEW: NO

REMARKS: Where is irrigation source?

53 DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION

REVIEW ITEM: 6.19.4 - Exterior lighting design standards

STATUS OF REVIEW: NO

REMARKS: What is the mounting ht of the poles?

54 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 2.12.4.C - Owner and applicant name

STATUS OF REVIEW: NO

REMARKS: Initial review: Owner names listed on Marion County Property Appraiser card are:

NATION NOEL TR

RUDNIANYN TODD B TR

GREENE STEPHEN TR

358 ACRE LAND TRUST

Owner listed on Cover sheet project directory and owner certification is Palmetto Capital Group.

Staff recognizes that owner authorization letters were provided with owner signatures; however, the parcel ID listed on the letters is 35699-006-06. The subject parcel for this project is 35699-006-04. New owner authorization letters are needed for this parcel.

55 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 2.12.4.L(4) - Zoning requirements: lot width, area, setbacks, coverage (floor area ratios)

and parking

STATUS OF REVIEW: NO

REMARKS: Initial review: On 06-C4.0, add building height maximum allowed in B-2.

56 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 2.12.32 - Modified Environmental Assessment for Listed Species (LDC 6.5.4) -OR- EALS Exemption Application (LDC 6.5.3) submitted (including habitat assessment as necessary per LDC 6.6.4)

STATUS OF REVIEW: NO

REMARKS: Initial review: Provide environmental assessment or exemption letter.

57 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 4.4.4 -Sign (provisions for advertising signage), if it is a multi occupancy complex like

shopping centers they must submit a master sign plan.

STATUS OF REVIEW: NO

REMARKS: Initial review: Show and dimension a min 5' setback from monument sign to property line.

58 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 5.2 & 5.3 - Verify any overlay zones such as ESOZ, Springs Protection, or Flood Plain

STATUS OF REVIEW: NO

REMARKS: Initial review: Staff could not locate a note stating that this property is within the secondary

springs protection overlay zone. Per 2.12.4.L(5), add note to site data table on 06-C4.

59 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: Additional Zoning comments

STATUS OF REVIEW: NO

REMARKS: Initial review: [1] Cover sheet's site data table lists lot 10 areas firestone which is a project on the adjacent parcel to the west. Ensure this data is accurate and pertains to this lot.

- [2] Per 2.12.4.L(3), list the restated developers agreement from 2020. See supplemental for document which lists the OR BK/PG. Add reference to DA BK/PG on site data table on 06-C4.0.
- [3] Per 2.12.4.L(8), add proposed building height to the site data table on 06-C4.0.
- [4] Per 2.12.4.L(11), add daily trip gen and am/pm peak hour traffic volume to the site data table on 06-C4.0.
- [5] For questions or concerns





Marion County Board of County Commissioners

Office of the County Engineer

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

DEVELOPMENT REVIEW COMMITTEE WAIVER REQUEST FORM

	Date: 10/22/202	25	Parcel Number(s): <u>356</u>	699-006-04		Permit Number:AR	33354
Α.	PROJECT IN	FOR	MATION: Fill in bel	ow as applicable:			
	Project Name: <u>Name: Name: Nam</u>	HEAF	TLAND DENTAL OC if applicable): Freedo	ALA FREEDOM m Crossings Comn	nercial Phase 1	Commercial 🔽	Residential
			Lot 11				
В.		f for t	ER'S AUTHORIZA' his waiver request. To gnature below.				
	Name (print):	Palmet	to Capital Group				
	~ ·						
	Mailing Addres	ss: 63	2 E Main St Ste 301			City:Lakeland	
	State:FL	. "	Zip Code:33801 palmettocg.com	Phone # 863-808	-1320		
	Email address:	jeff@	palmettocg.com				
C.	all corresponde	ence.	ORMATION: The ap	•	•		ess and will receiv
	Mailing Addres					City:Orlando	
	State:FL		Zip Code: <u>32804</u>	Phone #4079515			
	Email address:	permi	ts@commonoakengineerin	g.com			
D.	Reason/Justific	e of C cation	MATION: ode (be specific): for Request (be specific) elopement signage. The	fic): We are seeki	ng to remove the o	canopy tree required	in the terminus
	EVELOPMENT eceived By: 10/24		VIEW USE: mail Date Processed	1: 10/28/25 kah	Project # <u>_2025</u> (090020	AR #_ 33354
Zo	ned:	ESOZ	of record: Yes \(\square\) No.M	Land Use:	Plat	or Family Division: Vacation Required:	Yes □ No □ Yes □ No □
⊥ u			, territod by (Z			

PROJECT NAME: HEARTLAND DENTAL OCALA FREEDOM

PROJECT NUMBER: 2025090020

APPLICATION: MAJOR SITE PLAN #33354

1 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 6.13.2.B(8) - Calculation & Plan Consistency

STATUS OF REVIEW: INFO

REMARKS: This item will be reviewed upon resubmittal

2 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 6.13.10.B - Copy of NPDES Permit or NOI

STATUS OF REVIEW: INFO

REMARKS: Please provide a copy of the NPDES permit or NOI prior to construction.

3 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: Copy of District Permit (County Interest)

STATUS OF REVIEW: INFO

REMARKS: Please provide a copy of the District permit prior to construction.

4 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: Additional Stormwater comments

STATUS OF REVIEW: INFO

REMARKS: If you have questions or would like to discuss the stormwater review comments, please contact

Alexander Turnipseed at (352) 671-8376 or at alexander.turnipseed@marionfl.org.

5 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: 9/22/25-

6 DEPARTMENT: ENGIN - DEVELOPMENT REVIEW

REVIEW ITEM: Additional Development Review Comments

STATUS OF REVIEW: INFO

REMARKS:

7 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: Parcel numbers identified in project match proposed site plan layout

STATUS OF REVIEW: INFO

REMARKS: Project is a portion of 35699-006-04.

8 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.2.A(1) - Public water service area/provider

STATUS OF REVIEW: INFO

REMARKS: Marion County Utilities will be providing water service

9 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.2.A(1) - Public sewer service area/provider

STATUS OF REVIEW: INFO

REMARKS: Marion County Utilities will be providing sewer service

10 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.3.B - Springs Protection Zone

STATUS OF REVIEW: INFO

REMARKS: Secondary - Within the Urban Growth Boundary

11 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.4 - Water (potable) Capital Charges and Flow Rates - proposed use identified to

calculate

STATUS OF REVIEW: INFO

REMARKS: Capital charges and flow rates will be calculated during the permitting stage, before approval.

12 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.4 - Sewer Capital Charges and Flow Rates - proposed use identified to calculate

STATUS OF REVIEW: INFO

REMARKS: Capital charges and flow rates will be calculated during the permitting stage, before approval.

13 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.5.C - All issued permits related to this project shall be submitted to MCU (DOT,

ROW, misc)

STATUS OF REVIEW: INFO

REMARKS: Copies of all related permit applications and issued permits shall be submitted to the

Development Reviewer for Marion County Utilities Department. (LDC 6.14.5 C).

14 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.5.C - DEP permit for water mains to be constructed/owned by MCU

STATUS OF REVIEW: INFO

REMARKS: The Engineer of Record is responsible for requesting and submitting the appropriate FDEP Public Water System (PWS) and/or Wastewater (WW) permit applications, if applicable. All applications

must be signed and sealed prior to submission for Marion County Utilities' signature.

15 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.8.A - Completion and Closeout - PLAN NOTE: As-builts

STATUS OF REVIEW: INFO

REMARKS: For any Utility assets between the water main and the meter, Marion County will require a Bill of Sale and As-builts of the service, prior to meter(s) being installed. A final hold has been placed on permit,

if applicable. All as-builts shall comply with the current Marion County LDC, section 6.14.8

16 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.9.B - Bill of Sale

STATUS OF REVIEW: INFO

REMARKS: The Bill of Sale consists of three documents and will be provided at the pre-construction meeting. The completed Bill of Sale will be required prior to final inspections and tie-ins. Please note: Marion County Utilities (MCU) will not sign any FDEP clearance applications until the completed Bill of

Sale has been received.

17 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.15.3 - Fire Protection/Fire Flow Capacity

STATUS OF REVIEW: INFO

REMARKS: Water service will be provided by Marion County Utilities. Please consult with Marion County Fire Rescue for any additional comments or requirements related to fire protection.

18 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: Article 7 - Construction Standards - PLAN NOTE:

STATUS OF REVIEW: INFO

REMARKS: All facilities constructed on the developer's property prior to interconnection with Marion County Utility's existing or proposed facilities, shall convey such component parts to MCU by bill of sale in a form satisfactory to the County Attorney, with the following evidence required by MCU: Refer to LDC 6.14.9 (B).

19 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: Utilities Plan Review Fee per Resolution 15-R-583 - payable to Marion County Utilities

STATUS OF REVIEW: INFO

REMARKS: Utilities Plan Review Fee: Fee(s) can be paid by calling 352-671-8686 or visiting the

Development Review Office at 412 SE 25th Ave, Ocala, FL 34471. Reference AR# 33354

20 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: Additional Utilities comments

STATUS OF REVIEW: INFO

REMARKS: For any questions regarding this review, please contact Heather Proctor, Utilities Development

Review Officer, at Heather.Proctor@marionfl.org or by phone at (352) 438-2846.

21 DEPARTMENT: DOH - ENVIRONMENTAL HEALTH

REVIEW ITEM: Additional Health comments

STATUS OF REVIEW: INFO

REMARKS: Central Sewer/Central Water

22 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW

REVIEW ITEM: 6.5 & 6.6 - Habitat Preservation/Mitigation Provided?

STATUS OF REVIEW: INFO

REMARKS: If any listed species are observed/potentially located on site, coordinate with FWC and get required permits. Habitat preservation/mitigation plan shall be submitted to County for record at later stage.

23 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW

REVIEW ITEM: 2.12.5/1.8.2.A - Concurrency/Traffic - Study/Capacity Available?

STATUS OF REVIEW: INFO

REMARKS: A traffic study may be required and a traffic methodology must be submitted for review and approval prior to the traffic study being completed. Please contact OCE-Traffic Review for further information on completing the necessary methodology and study.

24 DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION

REVIEW ITEM: 6.8.2 - Landscape plan requirements (details, schedule, calculations, notes)

STATUS OF REVIEW: INFO

REMARKS: Red bud ornamentals may not be available with 4' spread at the size specified - must be 42" min at install

25 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 2.12.23/4.2 -Setbacks, dimensions for all improvements, and easements

STATUS OF REVIEW: INFO

REMARKS: Initial review: Staff recognizes the approved rear setback variance from 25' to 5'. See supplemental tab for letter verifying approved variance and the affected area which the variance applies to.

26 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 2.12.24 - Landscape requirements/6.8.6 - Buffering

STATUS OF REVIEW: INFO

REMARKS: Initial review: Staff recognize that the landscape sheets correctly denote the buffer types and dimensions, however, please add the buffer type labels to the site plan (e.g., 15' C-Type and 20' B-Type).

27 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 2.12.27 - Show location of outside storage areas

STATUS OF REVIEW: INFO

REMARKS: Initial review: Staff does not see outdoor storage areas proposed. Please confirm that there will

be no outdoor storage, as B-2 zoning does not allow outdoor storage without a special use permit.

28 DEPARTMENT: ENRAA - ACQ AGENT ENG ROW

REVIEW ITEM: Major Site Plan STATUS OF REVIEW: INFO

REMARKS: Project Map Checked -EMW 9.12.25

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]."

29 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 2.12.13/14/15 - General Exhibits

STATUS OF REVIEW: NO

REMARKS: Please provide a USGS Quadrangle Map

30 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 6.13.8.B(7) - Minimum Pipe Size

STATUS OF REVIEW: NO

REMARKS: Minimum pipe size is 15" diameter. Staff would support a waiver provided supporting

calculation

31 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 6.10 - Karst Topography and High Recharge Areas

STATUS OF REVIEW: NO

REMARKS: Please provide a signed and sealed karst analysis

32 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 7.1.3 - Drainage Construction Specifications

STATUS OF REVIEW: NO

REMARKS: (1) We need the following note on the cover page of the plans: "No change to the work as shown on the approved plans shall be made without notification to and approval by the office of the County Engineer." (2) LDC requires the use of RCP pipe for stormwater conveyance piping. To pursue using an alternative material, the engineer needs to submit a request identifying the alternative material type requested, verification that the material is included on the FDOT Approved Products List, and the site specific installation meets install criteria such as depth of cover and UV protection for pipe ends. County will review the request and provide feedback.

33 DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 6.13.12 - Operation and Maintenance

STATUS OF REVIEW: NO

REMARKS: An operation and maintenance manual is required for all projects. This is a standalone document from the plans and calculations. If you need an example of O&M documents that have been approved in the past, contact the stormwater department. The O&M manual will need to have the following certification on the cover: "I hereby certify that I, my successors, and assigns shall perpetually operate and maintain the stormwater management system and associated elements in accordance with the specifications shown herein and on the approved plans." This certification must be signed by the current property owner or their authorized representative. We used the State of Florida Sunbiz website to verify agents/member/officers of business entities. If the owner is an out of state organization we will need to see articles of incorporation/organization to verify the authority of the individual signing the certifications. For property ownership, we use the Marion County Property Appraiser's website. If you need an example contact the stormwater department.

34 DEPARTMENT: ENGTRF - TRAFFIC REVIEW

REVIEW ITEM: 6.11.4.B - Cross access

STATUS OF REVIEW: NO

REMARKS: 9/14/25 - A cross access easement must be provided. The cross access agreement is under review and must be recorded prior to final plan approval.

35 DEPARTMENT: ENGTRF - TRAFFIC REVIEW

REVIEW ITEM: 6.11.5 - Driveway access

STATUS OF REVIEW: NO

REMARKS: 9/14/25 - The driveways don't meet spacing requirements. The site should be flipped, moving the main driveway to the west and the trash compactor access should be internal to the site.

36 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.2.C - Industrial Pretreatment

STATUS OF REVIEW: NO

REMARKS: Plans must show and/or provide a written explanation of how the project will comply with the Amalgam Pretreatment Rules as required.

37 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.4 - Water (irrigation) Capital Charges and Flow Rates - total irrigated area identified

STATUS OF REVIEW: NO

REMARKS: 9/24/25 C6.0 - Show irrigated square foot on utility plan.

38 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.5.A(1) - Submittal Requirements - Existing on-site & off-site mains and service connections

STATUS OF REVIEW: NO

REMARKS: 9/25/25 C2.1 - Water System notes #20 - 10GA locate wire still required.

39 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.5.A(2) - Submittal Requirements - Proposed on-site & off-site mains and service connections

STATUS OF REVIEW: NO

REMARKS: 9/25/25 - Please confirm that the existing infrastructure identified on the plans has actually been installed. Note that AR# 32039 – Firestone Ocala Freedom, shows proposed infrastructure in this area; however, that project has not obtained approved plans and utility construction has not begun.

40 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.5.A(6) - Submittal Requirements - Manhole locations, rim and invert elevations outside paved areas

STATUS OF REVIEW: NO

REMARKS: 9/25/25 C6.0 - #302 – The legend currently identifies this as a private clean-out. Marion County Utilities requires a clean-out at the property line for maintenance purposes and to clearly delineate the end of County maintenance.

41 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.14.7 - Construction Inspection - PLAN NOTE:

STATUS OF REVIEW: NO

REMARKS: MCU personnel are to inspect any work performed on or around existing MCU infrastructure. A pre-construction meeting is required to be held a minimum of 48 hours prior to start of any construction. If the pre-construction meeting is not completed, any work may be halted. To schedule, contact MCU's Construction Division, (352) 307-6000, ext. 5 or MCUconstruction@marionfl.org

42 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.15.6.B - Irrigation Water Metering - size

STATUS OF REVIEW: NO

REMARKS: 9/25/25 C6.0 - Irrigation connection needs to be Poly, not PVC.

43 DEPARTMENT: UTIL - MARION COUNTY UTILITIES

REVIEW ITEM: 6.15.6.D - Meter Location

STATUS OF REVIEW: NO

REMARKS: 9/25/25 – Sheet C6.0 - Meters are required to be installed within the right-of-way (ROW). If placement within the ROW is not feasible, a 10' x 10' utility easement must be documented on the plans to allow MCU access onto the property for maintenance.

44 DEPARTMENT: FRMSH - FIRE MARSHAL REVIEW

REVIEW ITEM: NFPA 1 Chapter 18.2.3 - Fire Dept Access Roads

STATUS OF REVIEW: NO

REMARKS: The site plan will need to show a fire department turn around for the end of the parking lot. Per NFPA 1 Chapter 18 Where fire department access roads exceed 150 feet a fire department turnaround shall be required.

45 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW

REVIEW ITEM: 2.12.4.L(3) - All applicable Developer's Agreements listed?

STATUS OF REVIEW: NO

REMARKS: 1. Development Agreement is missing. Please show Development Agreements including Marion County Official Record Book and Page on the cover sheet.

2. Variance approval information is missing. Please show approved variance information per requirement on the cover sheet.

46 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW

REVIEW ITEM: 2.12.16/6.5 - [EALS or EALS-ER provided?]

STATUS OF REVIEW: NO

REMARKS: Provide Environmental Assessment of Listed Species (EALS) or submit an Exemption per

LDC Sec. 6.5.

47 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW

REVIEW ITEM: 2.12.5/1.8.2.F - Is Concurrency Approval or Deferral Elected?

STATUS OF REVIEW: NO

REMARKS: Please provide a concurrency statement on the cover sheet according to LDC Sec. 1.8.2 (F) - Concurrency Deferral. An owner may elect to defer required concurrency review and approval for a development application identified in Section 1.8.2.A to a subsequent development application review stage by executing the following "Concurrency Deferral Statement" on the development application plan, or in a separate sworn and notarized affidavit, a copy of which shall be provided to Growth Services and the original shall be recorded in Marion County's Public Records, as applicable: "This project has not been granted concurrency approval and/or granted and/or reserved any public facility capacities. Future rights to develop the resulting property(ies) are subject to a deferred concurrency determination, and final approval to develop the property has not been obtained. The completion of concurrency review and/or approval has been deferred to later development review stages, such as, but not limited to, [list subsequent applications expected pursuant to Section 1.8.2.C as applicable]."

48 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW

REVIEW ITEM: Additional Planning Items:

STATUS OF REVIEW: NO

REMARKS: Owner name is incorrect. Please correct on the cover sheet.

49 DEPARTMENT: 911 - 911 MANAGEMENT

REVIEW ITEM: 2.12.28 - Correct road names supplied

STATUS OF REVIEW: NO

REMARKS: Since businesses in this area will be using the ingress/egress easement we have decided to

name the east/west portion SW 94th Pl. Please label road accordingly on all future submittals.

50 DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION

REVIEW ITEM: 6.8.6 - Buffers STATUS OF REVIEW: NO

REMARKS: 1. Will Drake Elms be in conflict with the overhead electric along SW 95th St? Canopy trees to be 30' min. from overhead lines. Please confirm and adjust location or tree type. Contact reviewer to discuss if necessary 2. Buffer wall shall be min. 6' ht 3. Will existing hedge on east buffer be incorporated into new buffer? please clarify 3.

51 DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION

REVIEW ITEM: 6.8.7 - Parking areas and vehicular use areas

STATUS OF REVIEW: NO

REMARKS: 1. Canopy tree missing in terminus island

52 DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION

REVIEW ITEM: 6.9.3 - Irrigation design standards

STATUS OF REVIEW: NO

REMARKS: Where is irrigation source?

53 DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION

REVIEW ITEM: 6.19.4 - Exterior lighting design standards

STATUS OF REVIEW: NO

REMARKS: What is the mounting ht of the poles?

54 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 2.12.4.C - Owner and applicant name

STATUS OF REVIEW: NO

REMARKS: Initial review: Owner names listed on Marion County Property Appraiser card are:

NATION NOEL TR

RUDNIANYN TODD B TR

GREENE STEPHEN TR

358 ACRE LAND TRUST

Owner listed on Cover sheet project directory and owner certification is Palmetto Capital Group.

Staff recognizes that owner authorization letters were provided with owner signatures; however, the parcel ID listed on the letters is 35699-006-06. The subject parcel for this project is 35699-006-04. New owner authorization letters are needed for this parcel.

55 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 2.12.4.L(4) - Zoning requirements: lot width, area, setbacks, coverage (floor area ratios)

and parking

STATUS OF REVIEW: NO

REMARKS: Initial review: On 06-C4.0, add building height maximum allowed in B-2.

56 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 2.12.32 - Modified Environmental Assessment for Listed Species (LDC 6.5.4) -OR- EALS Exemption Application (LDC 6.5.3) submitted (including habitat assessment as necessary per LDC 6.6.4)

STATUS OF REVIEW: NO

REMARKS: Initial review: Provide environmental assessment or exemption letter.

57 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 4.4.4 -Sign (provisions for advertising signage), if it is a multi occupancy complex like

shopping centers they must submit a master sign plan.

STATUS OF REVIEW: NO

REMARKS: Initial review: Show and dimension a min 5' setback from monument sign to property line.

58 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 5.2 & 5.3 - Verify any overlay zones such as ESOZ, Springs Protection, or Flood Plain

STATUS OF REVIEW: NO

REMARKS: Initial review: Staff could not locate a note stating that this property is within the secondary

springs protection overlay zone. Per 2.12.4.L(5), add note to site data table on 06-C4.

59 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: Additional Zoning comments

STATUS OF REVIEW: NO

REMARKS: Initial review: [1] Cover sheet's site data table lists lot 10 areas firestone which is a project on the adjacent parcel to the west. Ensure this data is accurate and pertains to this lot.

- [2] Per 2.12.4.L(3), list the restated developers agreement from 2020. See supplemental for document which lists the OR BK/PG. Add reference to DA BK/PG on site data table on 06-C4.0.
- [3] Per 2.12.4.L(8), add proposed building height to the site data table on 06-C4.0.
- [4] Per 2.12.4.L(11), add daily trip gen and am/pm peak hour traffic volume to the site data table on 06-C4.0.
- [5] For questions or concerns





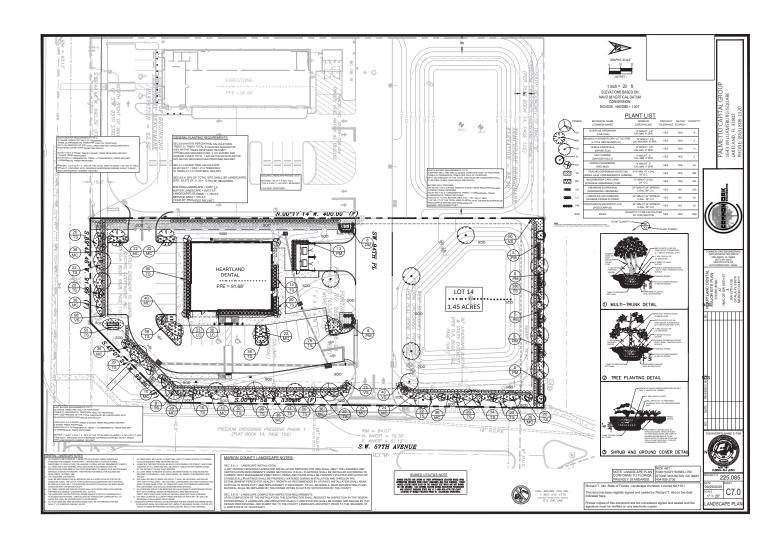
Marion County Board of County Commissioners

Office of the County Engineer

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

DEVELOPMENT REVIEW COMMITTEE WAIVER REQUEST FORM

	Date: 10/22/2025 Parcel 1	Number(s): <u>35699-</u>	006-04]	Permit Number: AR 3	33354
Α.	PROJECT INFORMATIO	DN: Fill in below a	as applicable:			
	Project Name: HEARTLAND Subdivision Name (if applied			rcial Phase 1	_Commercial 🔽	Residential
	UnitBlock					
В.	PROPERTY OWNER'S A owner's behalf for this war owner, or original signature	ver request. The si				
	Name (print): Palmetto Capita	l Group				
	Signature:					
	Mailing Address: 632 E Mail				City:Lakeland	
	State: FL Zip Co	de: <u>33801</u> F	Phone # 863-808-1	320		
	Email address: jeff@palmettoo	cg.com				
C.	all correspondence. Firm Name (if applicable):	**	•			ess and will receiv
	Mailing Address:4020 Edge				City:Orlando	
	State:FL Zip Co.	de:32804 P	hone # <u>40795159</u>			
	Email address: permits@comr	nonoakengineering.cor	n			
D.	WAIVER INFORMATION Section & Title of Code (be Reason/Justification for Reason island near the developement)	specific):quest (be specific):	We are seeking	to remove the ca	nopy tree required i	n the terminus
	EVELOPMENT REVIEW Inceived By: 10/24/25email		10/28/25 kah	Project # <u>202509</u>	90020	AR #33354
Zo	ONING USE: Parcel of reco	P.O.M	El Land Use:	igible to apply fo	r Family Division:	Yes □ No □



COMMERCIAL REAL ESTATE SALE CONTRACT

This COMMERCIAL REAL ESTATE SALE CONTRACT ("Contract") is entered into effective May _____, 2024 (the "Effective Date") by and between:

Stephen Greene and Noel Nation, Successor Co-Trustees of the 358 Acre Land Trust dated February 4, 2004, and Todd B. Rudnianyn, Individually and as Trustee for the Sweeney 2, Sweeney 3N, Sweeney 3S, and Sweeney 4 Land Trust Agreement dated June 1, 2007 ("Seller")

2441 NE 3rd Street, Suite 201, Ocala, FL 34470

Cell: (352) 239-1553 Office: (352) 629-6101 Email: John@IPSRealtor.com

AND

Palmetto Capital Group, LLC and/ or its Nominees or Assigns, a Georgia Limited Liability Company ("Buyer")

632 E. Main Street, Suite 301, Lakeland, FL 33801

Tel: (863) 808-1320 Cell: (512) 202-6622 Email: Zach@palmettocg.com

Individually ("Party") Together ("Parties")

WITNESSETH:

NOW THEREFORE, for good and valuable consideration, the exchange of the mutual promises set forth herein, and other good and valuable consideration, the Parties hereto agree as follows:

- 1.0 DEFINITIONS: As used herein, the following terms shall have the following meanings:
 - 1.1 "Property": A Portion of Parcel No. 35699-006-03, of the Public Records of Marion County, Florida, shown as Lot 11 on the proposed plat of FREEDOM CROSSINGS NORTH containing 1.46 Acres, more or less, as shown on the attached EXHIBIT "A" (the "Proposed Plat"). The exact legal description is to be provided by Seller's Surveyor.
 - 1.2 "Subdivision Property": Shall mean and refer to the real property intended to be the subject of the Plat (as that term is defined herein) and may consist of all or portions of Marion County Property Appraiser Parcel Nos. 35699-006-03, 35699-006-06, and 35699-006-04.
 - 1.3 "Buyer's Intended Use": Buyer intends to build a dental office.
 - 1.4 "Acceptance Date": In the event this Contract is not accepted by Seller and an executed copy delivered to Buyer within five (5) days after signed by Buyer, this offer may be withdrawn.
 - 1.5 "Deposit": Each Deposit will be wired pursuant to the wiring instructions attached as EXHIBIT "B".
 - **1.4.1** The Deposit consists of an Initial Deposit in the amount of described in Paragraph **3.2.**, which shall be wired to Escrow Agent within five (5) days after the Effective Date.
 - 1.4.2 In the event Buyer determines Property is suitable for Buyer's Intended Use and does not terminate this Contract within the Feasibility Study Period, Buyer shall wire an Additional Deposit, in the amount of as set forth in Paragraph 3.3 to Escrow Agent within five (5) days after of the Feasibility Study Period.
 - 1.4.3 In the event Buyer has not terminated the Contract prior to the expiration of the Feasibility Study Period, the Initial Deposit and the Additional Deposit shall become nonrefundable, EXCEPT in the event of Seller's default, or if Buyer is unable to obtain Site Plan Approval after diligently attempting to obtain same but shall be held in escrow by Escrow Agent and shall be credited towards the Purchase Price at Closing.
 - 1.4.4 Any reference to a return of the Deposit contained in this Contract shall mean a return of Deposit(s) less fees and costs payable for products and services provided to Buyer during escrow as part of the Contract or at Buyer's request.
 - 1.6 "Feasibility Study Period": Buyer shall have one hundred and twenty (120) days from the Effective Date ("Feasibility Study Period") to satisfy itself as to the physical and economic feasibility of the Property for Buyer's Intended Use. Buyer can terminate this Contract for any reason, or no reason, at any time during the Feasibility Study Period, by delivering a Termination Notice to Seller in which event the Deposit shall be returned to Buyer, subject to Section 7.4 below, and all obligations of Buyer and Seller hereunder shall be null and void except those specifically surviving Closing or termination hereof.

- 1.7 "Site Plan Approval Period": Buyer shall have two hundred forty (240) days from the Effective Date to apply for, diligently pursue and obtain Site Plan Approval necessary to develop the Property for Buyer's intended Use.
- 1.8 "Existing Exceptions": Shall mean the following, to the extent the same encumber the Property:
 - 1.8.1 Taxes and assessments for the year of Closing and all subsequent years.
 - 1.8.2 Cable Television Agreement, Memorandum of which is recorded in Official Records Book 2696, Page 1518, Public Records of Marion County, Florida.
 - 1.8.3 Access Management and Development Agreement recorded in Official Records Book 5163, Page 1026; Amended and Restated in Official Records Book 7309, at Page 347, both of the Public Records of Marion County, Florida.
 - 1.8.4 Easement for Landscape Buffer and Utility Easement recorded in Official Records Book 7006, at Page 117; and corrective in Official Records Book 7243, at Page 690, both of the Public Records of Marion County, Florida.
 - 1.8.5 Recorded Notice of Environmental Resource Permit as set forth in instrument recorded in Official Records Book 7071, at Page 1884, in the Public Records of Marion County, Florida.
 - 1.8.6 Agreement concerning access, entrance buffer, common boundary buffer, and setback easements, and related matters as set forth in instrument recorded in Official Records Book 7342, at Page 1946 of the Public Records of Marion County, Florida (the "Existing Access Agreement").
- 1.9 "Plat": Shall mean and refer to a Plat approved by Marion County, Florida, and recorded in the Public Records of Marion County, Florida, which shall, at a minimum, (i) be substantially consistent with the Proposed Plat; (ii) shall be consistent with the Existing Access Agreement (as defined herein); and (iii) be consistent with the Declaration (as defined herein) including providing for Shared Drives and Shared Curb Cuts as contemplated by the Declaration.

cheduled Closing Date": This transaction shall close, and Buyer shall pay the Purchase Price within thirty following the end of the Site Plan Approval Period, unless Initial Scheduled Closing Date is extended pursuant to Paragraph 19. Notwithstanding the foregoing, Buyer may close at any time with ten (10) days written notice to Seller designating the closing date. Buyer and Seller may execute and deliver documents to closing agent in advance so their physical presence at closing is not required.

1.11 "Extended Closing Date": If by the end of the Site Plan Approval Period, Site Plan Approval has not been fully obtained, but, applications are pending and being pursued with applicable governmental authorities or negotiations are continuing with third parties for receipt thereof and Buyer is diligently pursuing Site Plan Approval, Buyer may extend the Closing Date by not more than two (2) thirty (30) day periods by providing Seller written notice of Buyer's election to extend at least five (5) days prior to the then Closing Date (whether the Initial Scheduled Closing Date, or the Closing Date established by prior extension) and by wiring to Escrow Agent an additional non-refundable Extension Deposit in the amount of Ten Thousand Dollars (\$10,000) for each thirty (30) day extension of which Five Thousand Dollars (\$5,000) shall be applicable at Closing to the Purchase Price. In the event the Closing Date is extended, all pro-rations shall be calculated to the Initial Scheduled Closing Date and all Deposits shall be non-refundable for any reason, except default by Seller and shall otherwise be forfeited to Seller in the event Buyer fails to close.

E-Mail: Travis@rmbarrineau.com

Tel: (352) 622-3133 Cell: (352) 427-5527 FAX: (352) 369-3771

1.13 "Seller's Engineer": Tim Brooker, PE | Tillman & Associates Engineering, LLC

1720 SE 16th Avenue, Bldg. 100 Ocala, FL 34471

Email: Tbrooker@tillmanEng.com

Tel: (352) 387-4540 FAX: (352) 387-4545

1.14 "Escrow Agent": Rena Lovely | Florida First Title & Transaction Services, LLC

211 NW Third Street Ocala, FL 34475

E-Mail: Rlovely@floridafirsttitle.net

Tel: (352) 843-8028 FAX: (352) 565-5716

1.15 "Seller's Broker": John Rudnianyn | International Property Services Corp.

2441 NE 3rd. Street Suite 201

Ocala, FL 34470

E-Mail: John@IPSOcala.com

Tel: (352) 629-6101 Cell: (352) 239-1553 FAX: (888) 311-7921

1.16 "Buyer's Broker": Justin Wilson | Oak Realty Advisors

632 E Main Street Suite 301

Lakeland, FL 33801

E-Mail: Justin@palmettocapitalgroup.com Tel: (863) 808-1320 Cell: () FAX: ()

1.17 "Buyer's Attorney": Alexander and Vann LLP

411 Gordon Avenue Thomasville, GA 31792

E-Mail: hsmith@alexandervann.com and cstafford@alexandervann.com

Tel: (229) 226-2565 FAX: (229) 228-0444

1.18 "Seller's Attorney": Tim Haines | Gray Ackerman & Haines, PA

211 NW 3rd Street

Ocala, FL 34475

E-Mail: THaines@GAHLaw.com

Tel: (352) 732-8121 Cell: (352) 427-7749 FAX: (352) 368-2183



3.0 PURCHASE PRICE AND TERMS: The Purchase Price is payable on the Closing Date in U.S. funds by bank wire transfer.

3.1 Purchase Price:		
3.2 Feasibility Study Period Deposit: To be wired to Escrow Age Effective Date.	gent within five (5) days after the	
3.3 Site Plan Approval Period Deposit: If Buyer has not termine Study Period, Buyer shall wire the additional Deposit to Escrethe end of the Feasibility Study Period.		
4.0 Balance To Close: Subject to adjustments and prorations		

4.0 ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, to disburse funds upon proper authorization, in accordance with Florida law and the terms of this Contract. The parties agree that Escrow Agent shall not be liable for misdelivery of any escrowed items, including to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent shall pay the filing fees and costs from the Deposit and shall recover reasonable attorneys' fees and costs from the Deposit which shall be charged and awarded as court costs in favor of the prevailing party. Escrow Agent shall provide written acknowledgment of receipt of the Initial Deposit and any Additional Deposit(s) within five (5) days of receipt of funds.

5.0 TITLE EVIDENCE:

- 5.1. Title Agent at Buyer's expense will within thirty (30) days after Effective Date, provide a title insurance commitment issued by Fidelity National Title Insurance Company, and shall cause a copy of the same, together with all Schedule B-II Exception Items identified therein, to be delivered to Buyer, Seller and Seller's Attorney (the "Title Commitment").
- 5.2. Buyer shall have thirty (30) days from receipt of the Title Commitment to notify Seller in writing of any title objections. All exceptions to which Buyer does not object, which do not render title unmarketable, or which do not prevent Buyer from using the Property for Buyer's Intended Use, shall be "Permitted Exceptions." Notwithstanding the foregoing, Buyer may, if Buyer determines any of the Permitted Exceptions render the Property unsultable for Buyer's Intended Use, terminate this Contract during the Feasibility Study Period.
- 5.3. In the event Buyer timely objects to a title exception which is not a Permitted Exception, Seller shall notify Buyer within ten (10) days of receipt of Buyer's notice of objection of Seller's intention to cure, or not to cure, such objection. In the event Seller elects not to cure such exception, Buyer shall have the option, exercisable within ten (10) days of receipt of notice of Seller's intention not to cure such exception, of either terminating this Contract, in which event the Deposit shall be returned to Buyer; or waiving Buyer's objection to the exception, whereupon it shall become a Permitted Exception. If Seller does not notify Buyer within ten (10) days of receipt of Buyer's notice Seller will be deemed to have elected not to cure such objection.
- 5.4. If Seller elects to cure an exception, Seller shall proceed to do so with due diligence and at Seller's sole cost and expense and shall have thirty (30) days ("Cure Period") to do so from the date Seller receives written notice of objection from Buyer, during which time period the closing shall be extended. Nothing contained herein shall require or obligate Seller to elect to cure any objection, or to incur any expense in excess of Ten Thousand Dollars (\$10,000) to render title to the Property free of any title exception (except that Seller shall be obligated to satisfy at Closing any mortgages or other liens evidencing liquidated sums owed by Seller to third parties), and Buyer shall have no right of specific performance against Seller to cause any title exception to be removed.
- 5.5. If Seller is unable to cure the title exception which Seller attempts to cure within the thirty (30) day cure period, Buyer shall have the option of either, (A) terminating this Contract, in which event the Deposit and any Extension Deposits shall be returned to Buyer; or (B) waiving Buyer's objection to such exception, whereupon it shall become a Permitted Exception. Any such election shall be made by Buyer within ten (10) days after expiration of the thirty (30) day cure period, or Buyer's receipt of written notice from Seller that Seller will not be able to cure such exception, whichever is earlier. If Buyer fails to make such election within the foregoing time period, Buyer shall be deemed to have elected to waive the objection to the exception.

6.0 SELLER REPRESENTATIONS:

- 6.1 To the best of Seller's knowledge, as of the Effective Date, Seller represents and warrants the following:
- 6.1.1 Sellers is/are Trusts validly existing and in good standing under the laws of the State of Florida, is/are authorized and qualified to own property and do business in Florida and have all requisite power and authority to execute and deliver this Agreement and perform their respective obligations hereunder. The execution, delivery and performance of this Agreement has been duly authorized by all necessary trustees or beneficiaries thereof.
- 6.1.2 Seller owns fee simple title to the Property.
- 6.1.3 Seller's ownership interest in the Property is free and clear of any mechanics and materialmen's liens, security interests or mortgages.
- 6.1.4 There are no pending condemnations, expropriations, eminent domain or other similar proceedings affecting the Property or access to and from the Property.
- 6.1.5 Seller is not aware of any existing environmental conditions or Hazardous Materials located on or beneath the Property. No claim or demand has been made or notice received from any governmental agency or third party with respect to Hazardous Materials existing on or originating from the Property. As used herein, "Hazardous Materials" shall mean any substance, waste or material, including without limitation, those defined as "hazardous," "toxic" or "regulated" in any applicable federal, state or local environmental law, regulation or ordinance and (ii) any other substance which requires special handling or notification of any federal, state or local governmental entity in connection with its collection, storage, transportation, treatment or disposal.
- 6.1.6 Seller has no knowledge of any pending or proposed municipal betterments for which a lien could be imposed on the Property.
- 6.1.7 Seller is not aware of material adverse information concerning the physical condition of the Property.
- 6.1.8 Seller has received no notice and is not otherwise aware that all or any part of the Property is in violation of any zoning, subdivision, building, health, traffic, environmental, flood control or other applicable rules, regulations, ordinances or statutes of any local, state or federal authorities or any other governmental entity having jurisdiction over the Property.
- 6.1.9 There are no suits, actions, orders, decrees, claims, writs, injunctions, or proceedings pending or threatened against Seller, or affecting all or any part of the Property or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have a material adverse effect upon the operation or condition financial or otherwise, of all or any part of the Property.
- 6.1.10 All bills and claims for labor performed and materials furnished to or for the benefit of Seller with respect to the Property will be paid in full by Seller at or before the Closing.
- **6.1.11** Public utilities, such as sewer, water, telephone, and electricity required for the operation of the Property are nearby and available directly from a public right of way or in accordance with valid easements.
- 6.1.12 Any existing leases and contracts pertaining to the Property are terminable by their terms, without payment of a penalty or termination fee, and shall be terminated by Seller on or before the Closing, and no liability under such contracts will be assumed by Buyer.
- 6.2 For a period beginning on the Effective Date and ending at Closing or the earlier termination thereof, Seller shall:
 - 6.2.1 Maintain the Property free from waste and neglect.
 - **6.2.2** Maintain any existing insurance coverage on the Property.
 - 6.2.3 Cause all obligations under any recorded title documents, applicable laws and mortgages affecting the Property to be performed.
 - 6.2.4 Not enter into any contracts which are not terminable without penalty at Closing.
 - **6.2.5** Not incur or suffer any liens or encumbrances on the Property.
 - 6.2.6 Take such steps as are necessary to assure that Seller's representations and warranties as set forth herein are true at Closing.
- 7.0 FEASIBILITY STUDY PERIOD: Seller shall convey Property to Buyer in its present "as is" condition subject to acceptance of, and recording of, the Plat by Marion County, Florida. Buyer acknowledges and represents that Buyer has made, or shall make prior to the end of the Feasibility Study Period, Buyer's own personal inspection of the Property, including, but not limited to, an investigation of the physical nature and condition of the Property; and neither Seller, nor any agent, attorney, employee, representative of Seller, or real estate agent, has made any representations regarding the Property or Property improvements which Buyer has not confirmed or which Buyer will verify to Buyer's own satisfaction during the Feasibility Study Period. Buyer understands and agrees that no repairs, improvements, or maintenance of any kind are contemplated or promised to be made, unless specifically noted herein. Buyer shall make Buyer's own investigation about the value, suitability, and usability of Property during the Feasibility Study Period, to determine to Buyer's satisfaction, in Buyer's sole and absolute discretion, that Property is suitable for Buyer's intended use.

- 7.1 During the Feasibility Study Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analysis, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's sole satisfaction that the Property's engineering, architectural and environmental conditions including, but not limited to, zoning; land use designation; subdivision status; soil and grade; availability of access to public roads, water, sewer, and other utilities; consistency with local, regional and state growth management plans; availability of permits, government approvals, licenses; Plat to be recorded pursuant to Section 8.2 below, Declarations to be recorded as defined in Section 8.3 below; and shall make such other inspections which Buyer deems appropriate to determine the Property's suitability for Buyer's Intended Use;.
- 7.2 Seller authorizes Buyer, Buyer's agents, contractors and assigns, the right to enter the Property at any time prior to Closing Date to conduct inspections, prepare site plans, install signs and otherwise do what Buyer deems necessary in the examination, engineering, and planning for the use, development and marketing of Property, provided that Buyer, Buyer's agents, contractors and assigns shall enter the Property and conduct the Inspections at their own risk.
- 7.3 Buyer shall be responsible for all costs and expenses of all foregoing activities and shall indemnify and hold Seller harmless from any injury, damages, liability, loss or expense incurred by Buyer, Seller or any other party as a result of any activities performed or authorized to be conducted upon Property. This indemnification shall survive the Closing or earlier termination of this Contract. In the event Buyer elects to terminate this Contract at any time and not to purchase the Property, Buyer, at Buyer's expense, shall repair all damages to Property resulting from any inspections, shall return Property to the condition it was in prior to the inspections and shall release to Seller all reports and information generated as a result of the inspections including, without limitation, title evidence, plans, engineering reports, surveys, studies, market analysis, marketing material, and environmental audits. This provision shall survive the Closing or earlier termination of this Contract.
- 7.4 Buyer, at Buyer's expense and in Buyer's sole and absolute discretion shall determine the suitability of Property for Buyer's Intended Use and shall have an absolute right to cancel this Contract for any reason, or no reason, by providing written notice to Seller and Escrow Agent at any time during the Feasibility Study Period of Buyer's decision to terminate this Contract ("Termination Notice"), whereupon this Contract and all obligations hereunder shall be null and void, except those identified as expressly surviving Closing or earlier termination. If the Termination Notice is received within the Feasibility Study Period, this Contract shall be deemed terminated as of the day the Termination Notice is received and Escrow Agent is authorized to immediately return the Feasibility Study Deposit to Buyer without any further notification to or action on the part of the Seller. If Buyer does not terminate this Contract prior to the end of the Feasibility Study period, Buyer shall be deemed to be satisfied with, and to have accepted Property in its "as is" condition, with no representations or warranties, except as stipulated herein.
- 8.0 <u>SITE PLAN APPROVAL PERIOD</u>: Buyer and Seller acknowledge that, prior to conveyance of the Property to Buyer, Property may need to be incorporated within a Plat, and identified as a Lot or Lots thereon. While Buyer seeks approval of the Site Plan ("Site Plan Approval"), Seller shall be proceeding with approval of a Plat ("Plat Approval"). The exact contents of the Site Plan and the location of the Improvements thereon will require coordination with the design and approval of the Plat, including the depiction of Shared Access Drives and/or Shared Curb Cuts on the Plat, or identification of the same within the Declaration. Accordingly, Buyer and Seller shall use their reasonable best efforts to agree on the final form of the Plat during the Site Plan Approval Period (as defined herein). Notwithstanding the foregoing, no obligations may be imposed upon the Property or Seller prior to Closing without Seller's express written consent. Buyer shall notify Seller, in writing, within three (3) days of receipt or denial of necessary approvals.
 - 8.1 SITE PLAN APPROVAL: Buyer shall have two hundred forty (240) days from the Effective Date ("Site Plan Approval Period") to obtain Site Plan Approval for Buyer's Intended Use. Site Plan Approval described herein does not include permits for any vertical building construction. Site Plan Approval only includes approval of Buyer's site plan by all governmental authorities having jurisdiction over the Property which shall be final, non-appealable and without contingencies or conditions, except as approved by Buyer. Seller agrees to promptly execute all documents or instruments necessary in order to effectuate Site Plan Approval and to cooperate with Buyer in connection with Buyer's inquiries of, negotiations with, and efforts to obtain approvals. Moreover, Seller agrees to join in or consent to applications or submittals made by Buyer to applicable governmental authorities provided Buyer bears all costs and expenses in connection therewith. All applications and submissions by Buyer shall be in the name of Buyer, as applicant, joined by Seller, as owner. Buyer shall deliver to Seller copies of any and all such applications and submissions to any governmental authorities. In the event Buyer is unable to obtain Site Plan Approval prior to the Initial Scheduled Closing Date, other than through Buyer's failure to comply with its obligations herein, Buyer shall have the right to terminate this Contract by written notice to Seller and Escrow Agent (the "Site Plan Termination Notice") at least five (5) days prior to the Initial Scheduled Closing Date. Upon receipt of the Site Plan Termination Notice and a certification from Buyer that it has provided the Inspection Reports

and a copy of all submittals made to a Governing Authority during the Site Plan Approval Period to Seller, Seller

"" rize Escrow Agent to return Feasibility Study Period Deposit and Site Plan Approval Period Deposit to

" the parties shall have no further rights, duties or obligations hereunder, other than those items provided herein which shall survive Contract termination. Should Buyer elect not to close after extending

" Date pursuant to Section 19 above all Deposits, including the Feasibility Study Period Deposit and the Site Plan Approval Period Deposit, shall be forfeited to Seller.

- **8.2** PLAT APPROVAL: Seller shall cause a Preliminary Plat to be prepared based upon the Proposed Plat and shall thereafter diligently pursue Marion County approval of a Plat consistent with the same.
 - 8.3 <u>DECLARATION</u>: Buyer and Seller shall use their reasonable best efforts to agree on the final form of a Declaration of Covenants, Restrictions and Easements for Freedom Crossings North (the "Declaration") prior to the expiration of the Site Plan Approval Period. The Declaration shall be prepared substantially in the form attached as **EXHIBIT** "C".
 - 8.4 <u>SUBSEQUENT CHANGES</u>: Seller agrees to take no action subsequent to the Site Plan Approval Period inconsistent with the form of the Plat or Declarations approved by Buyer during the Site Plan Approval Period except as may required by Governmental Authorities as a condition of recording the Plat and/or constructing any horizontal improvements required as a condition of platting the Subdivision Property or as may be consented to by Buyer.
- 9.0 <u>SURVEY</u>: Seller shall authorize Seller's Surveyor and Engineer to provide copies of any previous surveys and engineering information to Buyer upon Buyer's request to Surveyor or Engineer. Buyer may obtain a new survey prior to the end of the Feasibility Study Period. In the event the new survey discovers any new encroachments, gaps, overlays, or other title matters, they shall be treated as title exceptions and may be objected to by Buyer prior to the expiration of the Feasibility Study Period, in which event, Seller shall have the right, but not the obligation, to cure the same as set forth in Paragraph 5.0 for title objections.
- 10.0 <u>ASSIGNMENT</u>: Buyer may assign this Contract and the Deposit without Seller's written consent, provided that notice of such assignment is provided to Seller at least five (5) days prior to the Closing Date and such notice provides all contact information concerning the Assignee sufficient for provision of notice under this Contract but shall not be released from Buyer's obligations until Closing

11.0 CLOSING:

- 11.1 Conditions Precedent to Closing: Buyer's obligation to proceed to Closing is contingent upon satisfaction of the following conditions:
 - 11.1.1 All liens and encumbrances (other than Permitted Encumbrances) affecting the Property shall have been released of record and satisfied in full by Seller and Seller shall have satisfied any requirements of Title Insurer sufficient to permit the issuance if the title insurance policy as provided herein;
 - 11.1.2 Seller shall have complied with all obligations and covenants required to be performed by Seller; and
 - 11.1.3 Seller's representations and warranties shall be true and correct.
- 11.2 Closing Documents: At Closing Seller shall deliver, in addition to the Special Warranty Deed, any other documents reasonably required to fulfill any requirements set forth in the title insurance commitment in order that the Title Insurance Company will issue a title insurance policy to Buyer, subject only to the Permitted Exceptions including:
 - 11.2.1 Evidence satisfactory to the Title Insurance Company of the authority of the party executing the Special Warranty Deed to convey the Property on behalf of the Seller;
 - 11.2.2 A copy of a closing statement showing the computation of funds payable to Seller and due from Buyer pursuant to this Contract;
 - 11.2.3 A certificate as to Seller's status under the Foreign Investment and Real Property Tax Act;
 - 11.2.4 An affidavit of ownership in form and content satisfactory to the Title Insurance Company, necessary for the deletion of the standard exceptions and attesting that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act;
 - 11.2.5 Such additional documents as may be reasonably requested by the Title Company in order to consummate the transaction contemplated herein;
 - 11.2.6 The Plat has been approved by Marion County, Florida;
 - 11.2.7 The Declaration has been recorded.
- 11.3 Closing Location: Closing shall be held at the office of Seller's attorney, or may be conducted by mail or electronic means, or at such other place as may be agreed to by the parties.

- 11.4 Conveyance of Insurable Title: Title shall be conveyed by Special Warranty Deed unencumbered by any lien or mortgage, but subject to taxes for the current year and subsequent years, land use classification under the city or county comprehensive plan, zoning and other governmental regulations, Permitted Exceptions and any other items specifically noted within this Contract or title commitment. In the event this transaction is cancelled because Seller is unable to deliver insurable, marketable title, Escrow Agent shall return all Deposits to Buyer, as full settlement of any claims, whereupon both parties shall be relieved from all obligations hereunder, except those expressly surviving Closing or earlier termination.
- 11.5 Prorations: Real Estate Taxes for the current year shall be prorated as of the day before Initial Scheduled Closing Date. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. This will be a final proration.
- 11.6 Seller's Closing Expenses: Seller shall pay for Seller's attorney fees, recording any corrective instruments, preparation of Special Warranty Deed, state documentary stamps which are required to be affixed to the deed, certified, confirmed, and ratified special assessment liens, and real estate brokerage fee.
- 11.7 Buyer's Closing Expenses: Buyer shall pay for Buyer's attorney fees, title insurance commitment, title insurance policy, recording of Special Warranty Deed, and all costs associated with any financing, including issuance of a mortgagee title insurance policy and any endorsement thereto.

12.0 DEFAULT; SPECIFIC PERFORMANCE:

- 12.1 Buyer Default: In the event any payment required under this Contract is not made on or before the due date, or if Buyer defaults on any other terms and conditions within this Contract, the Deposit paid by Buyer, or which Buyer is at that time obligated to pay, shall be paid to Seller as liquidated damages, consideration for the execution of this Contract and in full settlement of any claims, whereupon both parties shall be relieved of all Contract obligations, EXCEPT those specifically surviving Closing or earlier termination. In the event of Buyer's default, Buyer directs Escrow Agent to release Deposit to Seller and Seller agrees to accept the Deposit as Seller's total damages and relief hereunder. Seller and Buyer agree that Seller's actual damages would be difficult to ascertain, and the parties agree that the liquidated damages provided hereunder are a reasonable estimation of Seller's damages and do not constitute a penalty. Because of the difficulty, inconvenience, and uncertainty of actual damages, no other damages, rights or remedies shall be collectible, enforceable, or available to Seller.
- 12.2 Seller Default: If, for any reason other than failure of Seller to render Seller's title marketable after Seller's diligent effort to provide marketable title, Seller fails or refuses to perform this Contract, Buyer may:
 - 12.2.1 Elect to terminate Contract, whereupon this Contract and all obligations hereunder shall be null, and void and Escrow Agent is authorized to immediately return refundable Deposits to Buyer; or
 - 12.2.2 Seek specific performance. Buyer's right to require Seller to specifically perform is agreed upon in contemplation of Buyer expending money prior to Closing in planning for the use of the Property. Buyer waives all other claims for damages, except in the event Seller's default is willful or intentional, whereby Seller renders Buyer's remedy of specific performance impossible by conveying the Property to a bona fide purchaser or mortgaging the Property for an amount in excess of the Purchase Price, whereupon Buyer may pursue damages against Seller in the amount of Buyer's costs incurred in preparing to perform under this Contract, but in no event exceeding Two Hundred Fifty Thousand Dollars (\$250,000.00). Buyer's right to require Seller to specifically perform is agreed upon in contemplation of Buyer expending money prior to Closing in planning for the use of the Property.
- 13.0 PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations which are important to them and to consult with an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of the Property lying partially or totally in a flood prone area or wetland) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that all representations (oral, written or otherwise) by Broker are based on Seller's representations or public records. Buyer agrees to rely solely on professional inspectors and governmental agencies for verification of the Property's condition and facts that materially affect Property. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on Buyer's or Seller's misstatements or failure to perform contractual obligations; products or services provided by any vendor; and expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract and this paragraph shall survive closing.

- 14.0 1031 LIKE KIND EXCHANGE: Either Buyer or Seller may enter into a like kind exchange ("Exchange") in connection with this transaction pursuant to Section 1031 of the U.S. Internal Revenue Code. Each party agrees to cooperate with the other in the other's efforts to affect an Exchange and further agrees to perform all actions which may be required by the party seeking to affect the Exchange including, but not limited to execution of any documents or acknowledgment of, or assignment of this Contract. The party seeking to affect the Exchange shall bear all costs and expenses associated with the Exchange. The cooperating party shall incur no liability or cost related to the Exchange and the Closing shall not be contingent upon, extended, or delayed by the Exchange.
- 15.0 <u>DISCLOSURE AND REAL ESTATE BROKERAGE FEE</u>: Seller acknowledges that Michael D. Houghton, a Florida licensed real estate broker, is a principal in Buyer's entity. A John Rudnianyn family member has a financial interest in or is associated with Seller. Buyer and Seller represent and warrant that they have not dealt with any Broker other than John Rudnianyn, Licensed Real Estate Agent with International Property Services Corp., Licensed Real Estate Broker, who represents the Seller and Oak Realty Advisors, a Licensed Real Estate Broker who represents the Buyer. Seller shall pay a real estate brokerage fee, only if this transaction closes, in the amount of six percent (6%) of the Purchase Price, from closing proceeds which shall be shared equally between Buyer's and Seller's Broker. In the event of Buyer's default or if this transaction fails to close for any reason, Buyer's Broker shall not be compensated, but Seller's Broker shall be paid fifty percent of all forfeited Deposits and Extension Fees, not to exceed the six percent (6%) real estate brokerage fee.
- 16.0 <u>CONDEMNATION</u>: If, after the execution of this Contract, Seller shall receive notice of a condemnation, for all or any portion of the Property, or shall become aware of a threat of condemnation, Seller shall immediately notify Buyer in writing, and Buyer shall have the right to either terminate this Contract and receive a refund of all Deposits or to proceed with the purchase of the Property in accordance with this Contract, in which event Buyer shall be entitled to all condemnation proceeds. Buyer shall make Buyer's election within ten (10) days of receipt of the written notice. Seller shall not enter into negotiations with the condemning authority or agree to accept any condemnation award without the prior written consent of Buyer. Buyer shall only receive condemnation proceeds if Buyer purchases the Property.
- 17.0 RISK OF LOSS: Property is a vacant parcel of land and there are no improvements of any value on the Property. Neither party shall be obligated to repair any damages.
- 18.0 PROPERTY TAX DISCLOSURE: The following disclosure is made in accordance with Section 689.261 of the Florida Statutes: BUYER SHOULD NOT RELY ON THE CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENT TRIGGERS RE-ASSESSMENTS OF THE PROPERTY WHICH COULD RESULT IN HIGHER PROPERTY TAXES. IF BUYER HAS ANY QUESTIONS CONCERNING VALUATION, BUYER SHOULD CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 19.0 RADON NOTICE: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS WHICH, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON WHICH EXCEED FEDERAL AND STATE GUIDELINESHAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM THE COUNTY HEALTH PUBLIC DEPARTMENT.

20.0 GENERAL PROVISIONS:

- 20.1 Amendments: Neither this Contract nor any provision within this Contract may be waived, modified, amended, supplemented, discharged, or terminated orally, but only by a written instrument making specific reference to this Contract, signed by each party.
- 20.2 Construction: The parties acknowledge that this Contract is the result of arm's length negotiation between the parties who participated equally in its drafting. Accordingly, no court construing this Contract shall construe it more strongly against one party or the other as a result of that party having been more involved in its drafting.
- 20.3 Counterparts: This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- **20.4 Effective Date:** The Effective Date of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counteroffer to the other party.
- 20.5 EXHIBITS: Any EXHIBITS attached to this Contract shall, by this reference, be incorporated herein.

- 20.6 Force Majeure: The parties shall not be required to perform any obligation or be liable to each other for damages, so long as the performance or non-performance of the obligation is caused, delayed, or prevented by an act of God or force majeure which includes, but is not limited to, hurricane, earthquake, flood, fire, unusual transportation delay, war, insurrection, Governmental Authority, or any other cause not reasonably within the control of either party, and which by the exercise of due diligence, the non-performing party is unable to prevent or overcome. In such event the Closing Date, shall be extended (not to exceed thirty (30) days) for the period during which force majeure or act of God occurs; no other time period shall be extended under this paragraph.
- 20.7 Further Action: Each party shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts or things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
- 20.8 Governing Laws: This Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Florida without regard to principles or conflicts of laws.
- 20.9 Legal Expenses: If any legal action or other proceeding (including, but not limited to, appeals or bankruptcy proceedings) whether at law or in equity, which arises from, concerns, or relates to this Contract, any and all transactions contemplated herein, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereto, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 20.10 Notices: All notices, requests, consents and other communications (each a "Communication") required or permitted hereunder shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to the party's address provided herein or to such other address as either party may designate by Communication complying with the terms of this paragraph. Each Communication shall be deemed delivered on the date of delivery if by personal delivery; on the date of email transmission, if by email; and if the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused. Notwithstanding the foregoing, service by personal delivery or sent by email, after 5:00 P.M. shall be deemed to have been made on the next day that is not a Saturday, Sunday, or Federal Holiday, If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date, determined in accordance herein. If Communication is required to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient. Email Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or recipient's internet service provider, that the email was not delivered.
- 20.11 Remedies: Except as expressly set forth herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now, or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other exercise thereof.
- 20.12 Rules of Construction: All definitions in this Contract shall apply equally to both the singular and plural forms of the nouns defined, and to the present, future and past tenses of verbs defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The term "person" includes individuals, partnerships, corporations, limited liability companies, trusts, and other entities and associations. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," "hereunder," and similar terms shall refer to this Contract, unless the context otherwise requires. Unless otherwise expressly provided herein, a reference to a paragraph, subparagraph, or other subpart, shall include all paragraphs, subparagraphs, and subparts under the referenced part.
- 20.13 Severability: In the event any one or more of the provisions contained within this Contract shall, for any reason, be held to be contrary to, prohibited, illegal, unenforceable or invalid under applicable laws or regulations in any respect, such provisions are declared to be severable and this Contract shall be construed as if such invalid, illegal, or unenforceable provisions were never contained herein and shall not affect the validity of any other provisions which shall remain in full force and effect, as if this Contract had been executed with the invalid portion eliminated.

20.14 Signatures by Facsimile or Digital Execution: It is the intent and agreement of the parties that the signatures herein, or any subsequent amendment hereto shall be as legally binding upon the parties if in the form of a facsimile or electronic signature, or digital execution (such as scanning and emailing) as if the original signatures were present on the documents in the hands of each party. Neither party shall assert the statute of frauds nor unenforceability or invalidity of this Contract, or any subsequent amendment hereto, because of the use of facsimile or digital copies and not originals in any litigation; all parties waive and relinquish any such defense.

20.15 Time:

- 20.15.1 If a time period is five (5) days or less, intervening Saturdays, Sundays or Federal holidays will be excluded from the calculation.
- 20.15.2 When any time period specified herein falls or ends upon a Saturday, Sunday or Federal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.
- 20.15.3 For purposes of this Contract, "legal holiday" means: (a) the day set aside by Section 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on weekend, the Monday after Christmas Day; and (e) any other day upon which the Clerk of the Court of the county in which the Property is located is closed for ordinary business.
- 20.15.4 Time is of the essence for all of the provisions and terms within this Contract, but either party's failure to abide by a term or condition of this Contract shall not be deemed a default of this Contract until after the non-defaulting party has notified the defaulting party, in writing, of the default and the defaulting party has been given a ten (10) calendar day cure period to said default ("Cure Period"). If said default has not been cured by the end of the Cure Period, the defaulting party shall be deemed to be in default of this Contract.
- 20.16 Venue and Jurisdiction: The parties agree that the exclusive venue and jurisdiction for any litigation, suit, action, counterclaim, or proceeding, whether at law or equity, arising out of, from or related to this Contract, shall lie with the state courts of the State of Florida having jurisdiction in the county in which the Property is located.
- 20.17 Waiver: A failure to assert any rights or remedies available to a party under the terms of this Contract shall not be deemed a waiver of such rights or remedies, and a waiver of any right or remedy available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy hereunder, unless waiver of such right or remedy is contained in a writing signed by the party.
- 20.18 Waiver of Jury Trial: EACH PARTY 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 CONTRACT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRAIL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRAIL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS CONTRACT 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. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
- 21.0 <u>RECORDING</u>: Neither this Contract nor any notice, memorandum, or other evidence thereof shall be recorded in any public records by any party hereto, and such recording shall constitute a default hereunder at the option of the other party.
- 22.0 NEIGHBORHOODS STORAGE CENTER CO. EXCLUSIVE: Property shall be restricted from and NOT used for any self-storage facility including, without limitation, those providing indoor storage, outdoor storage, or storage parking for vehicles, trailers, boats, equipment or other goods. This restriction shall run with title to the land and is enforceable by Seller and its assigns (as evidenced by an assignment recorded in the Public Records of Marion County, Florida, and referring to this instrument by OR Book and Page). This restriction shall be set forth in the deed from Seller to Buyer.
- 23.0 PLATTING: Seller shall pay engineering, surveying, legal, and recording expenses in order to record the Plat of FREEDOM CROSSINGS NORTH. Buyer shall pay other costs associated with building on Property including, but not limited to connection to water and sewer lines, and construction of an onsite water retention area.
- 24.0 CONVEYANCE TO FOREIGN BUYERS: Part II of Chapter 692.21 -692.205, Florida Statutes, 2023 (the "Foreign Buyer's Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers that are associated with a "Foreign Country of Concern", namely: The People's Republic of China, the Russian

Page 12 of 16

Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Rasheem of Nicolas Maduro, or the Syrian Arab Republic. It is a crime for Seller to knowingly sell property in violation of the Foreign Buyer's Act.

At the time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Foreign Buyer's Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Foreign Buyer's Act.

25.0 <u>ENTIRE CONTRACT</u>: Buyer and Seller have read, understand, accept and agree to all provisions within this Contract which shall supersede and control all prior or contemporaneous contracts, understandings, representations, and oral or written statements which are all merged into this Contract and constitute the entire understanding between all parties.

(SIGNATURES ON NEXT PAGE)

Page 13 of 16

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING

Capital Group LLC and/or Nominees or Assigns a Limited Liability Company (Buyer) ghton Family Entities, LLC, its Manager

358 ACRE LAND TRUST

Noel Nation, Trustee of the 358 Acre Land Trust, Robert Stephen Greene, Trustee of the 358 Acre Land Trust, and Todd Rudnianyn, Trustee of the Sweeny 3N, Sweeny 3S, and Sweeny 4 Land Trust (Sellers)

SALTICE BALES
el D. Houghton, Manager (Date)

By: Noel Nation, as Trustee (Date)

By: Atylu Brun Co-Taste 4-3-24
Stephen Greene, as Trustee (Date)

By: 5/30/24 Todd Rudnianyn, as Trustee (Date)

BOUNDARY EXHIBIT	CITY, ST OCALA	ATE - STREET: , FL - SW 95TH STREET		
DEVELOPER COMPANY: PALMETTO CAPITAL GROU NAME: ZACH M. PHONE #: (310) 918—	DATE P, LLC. 05/31/24 ARTIN 5528	XHIBIT "A"		SCALE 1" = 100'
"Parcel 8"	"Parcel 9"	"Parcel 10"	±167' SUBJECT SITE ("Parcel 11") ±1.46 AC. 28	SW 57TH AVENUE
		SW 95TH STREET	±92'	

EXHIBIT "B"

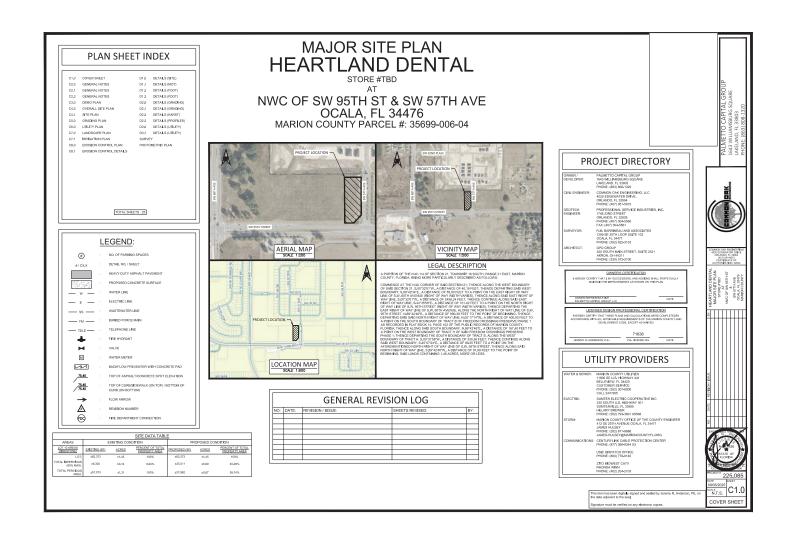
Wiring Instructions

EXHIBIT "C"

Form of Declaration

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PALMETTO CAPITAL C 1643 WILLIAMSBURG SQUA LAKELAND, FL 33803 PHONE: (863) 808-1320

DENTAL PLAN PBD BSTH ST AVE 33476

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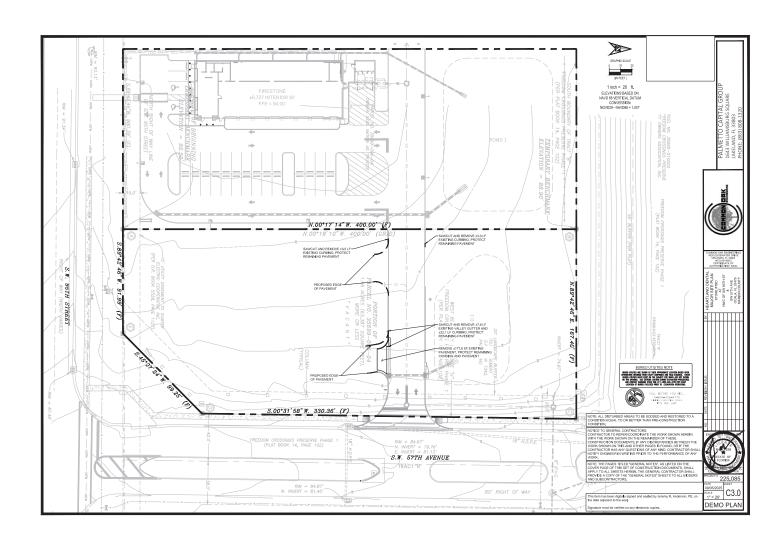
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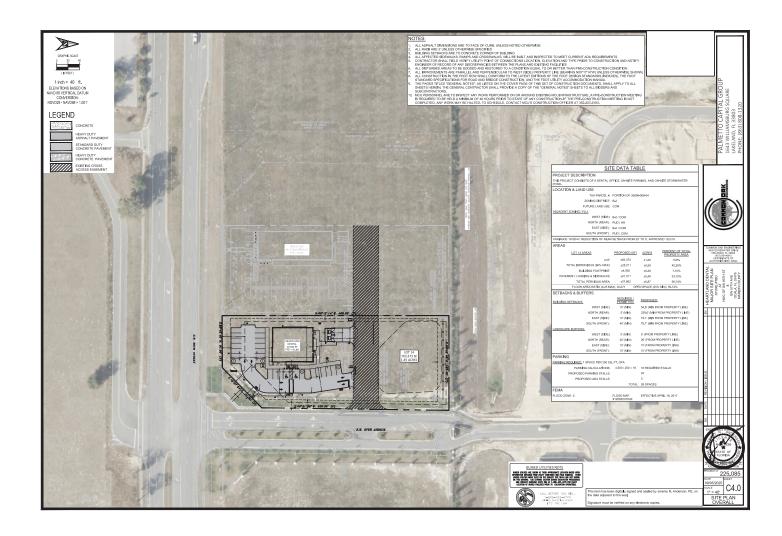
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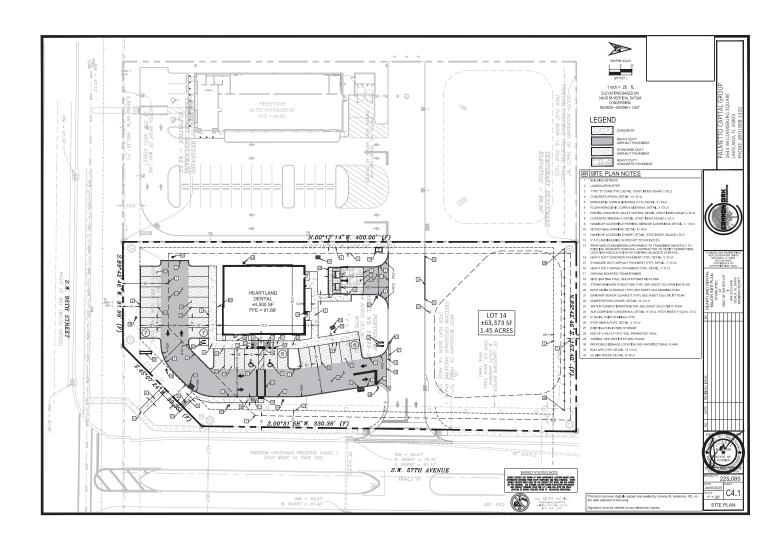
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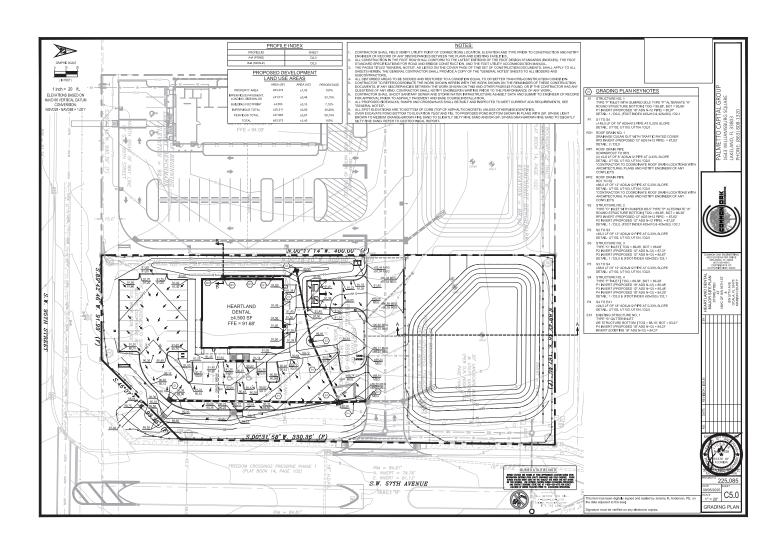
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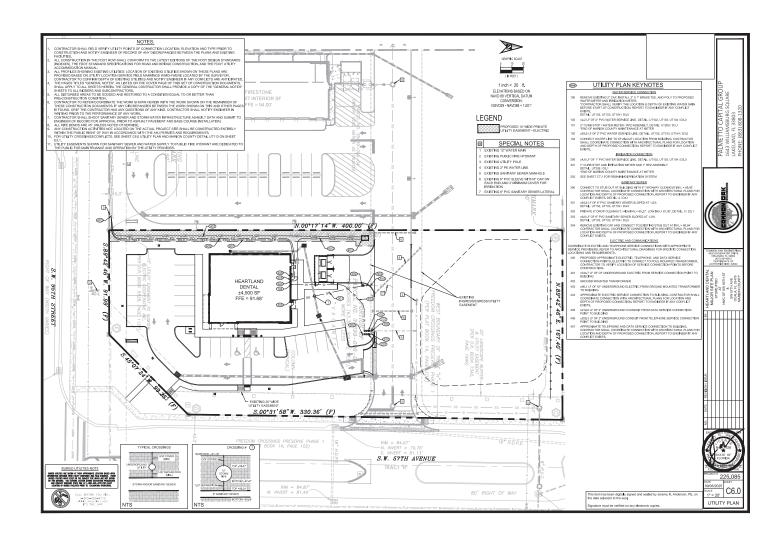
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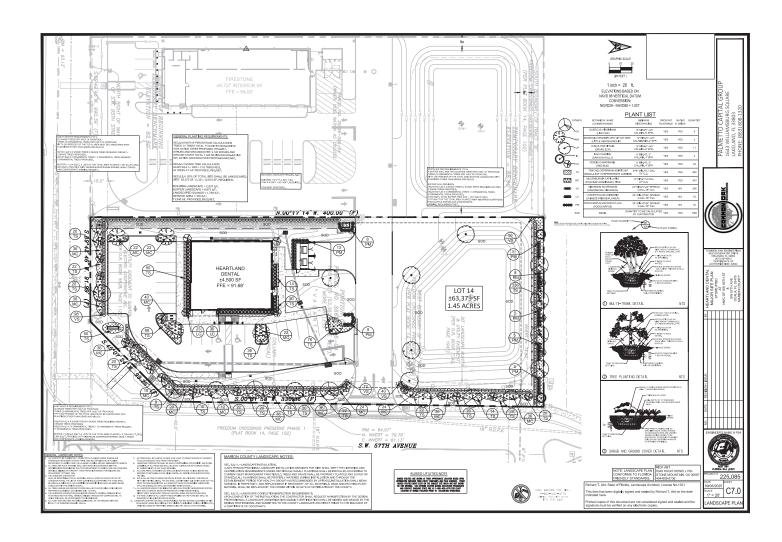


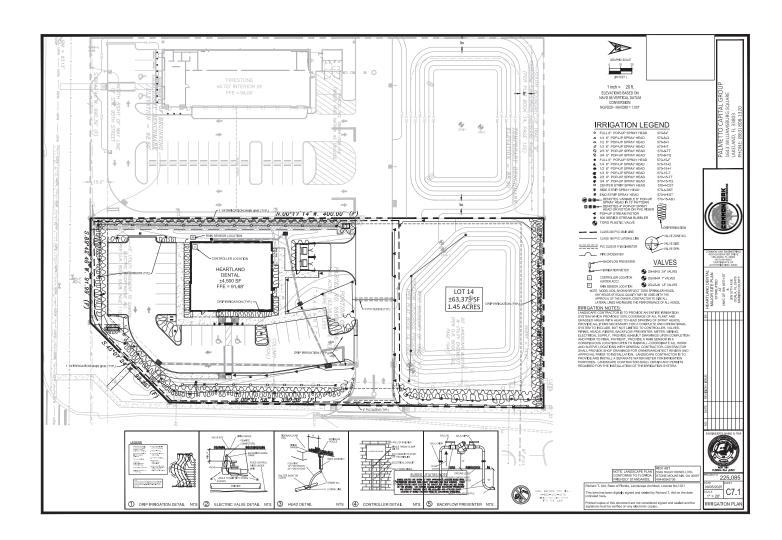


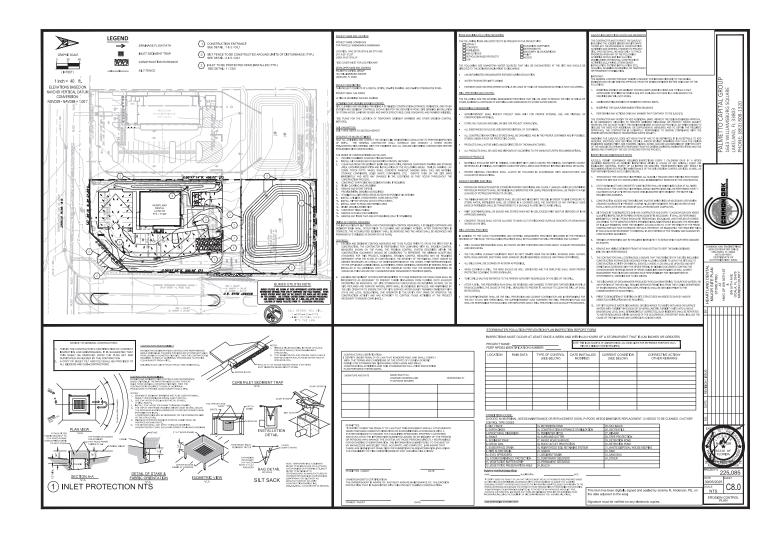


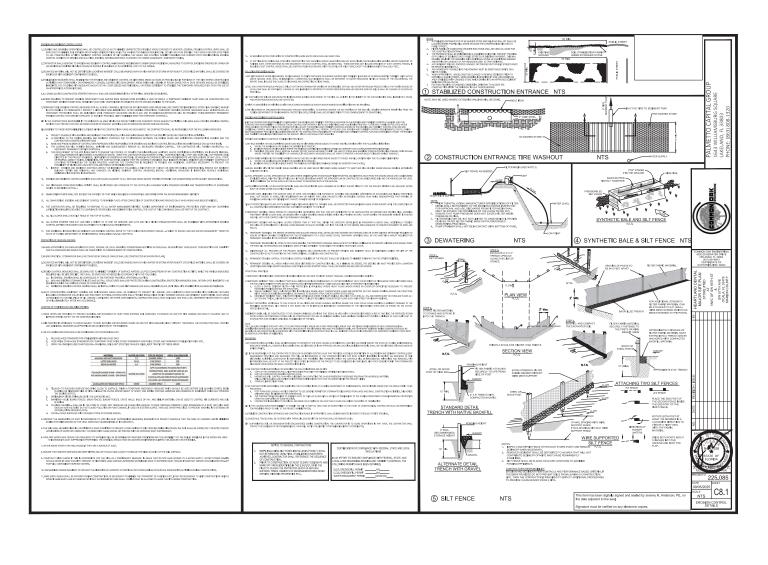


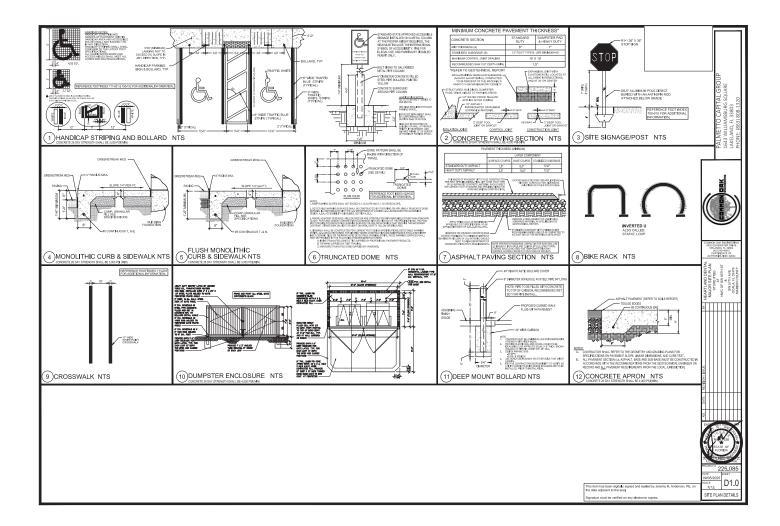


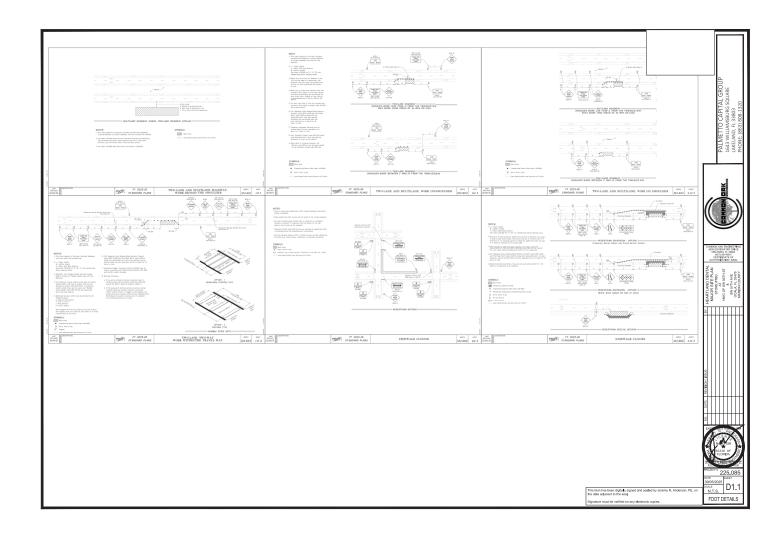


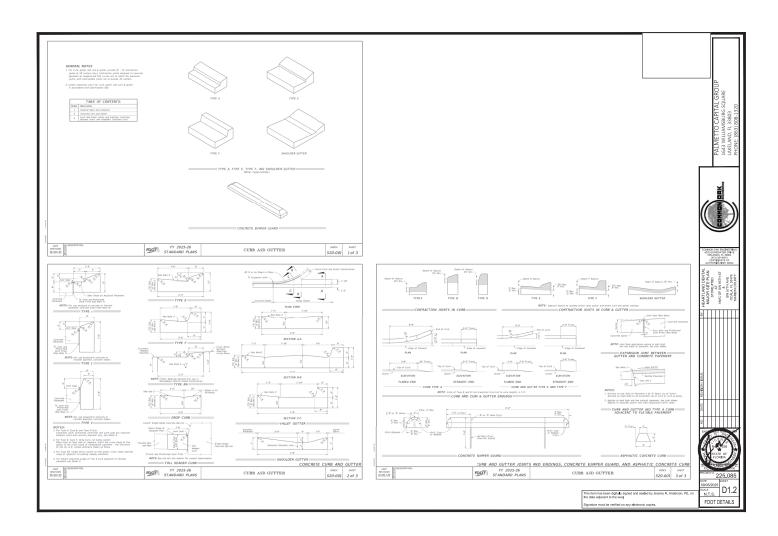


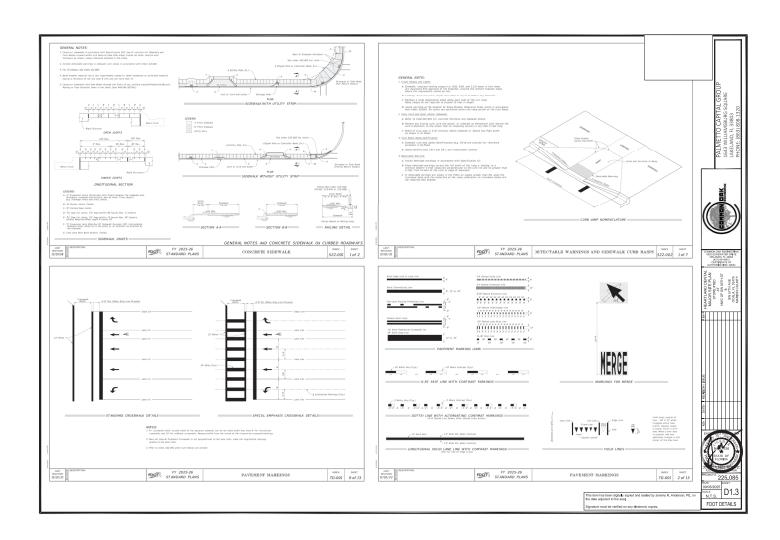


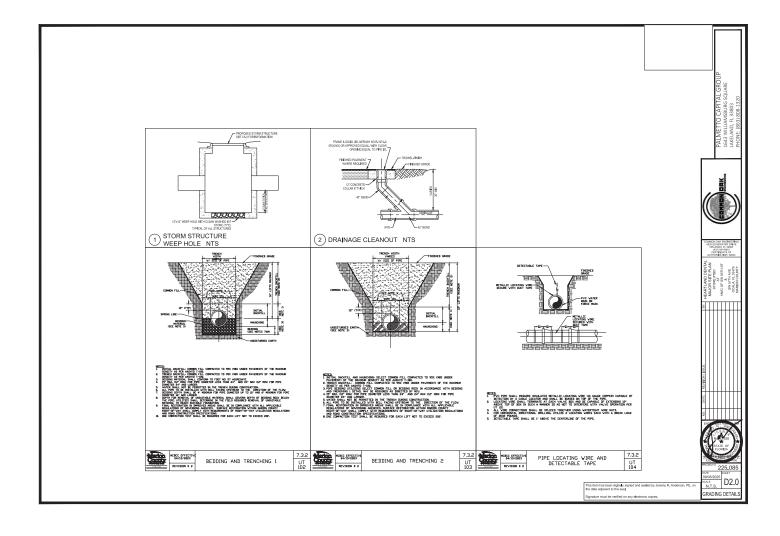


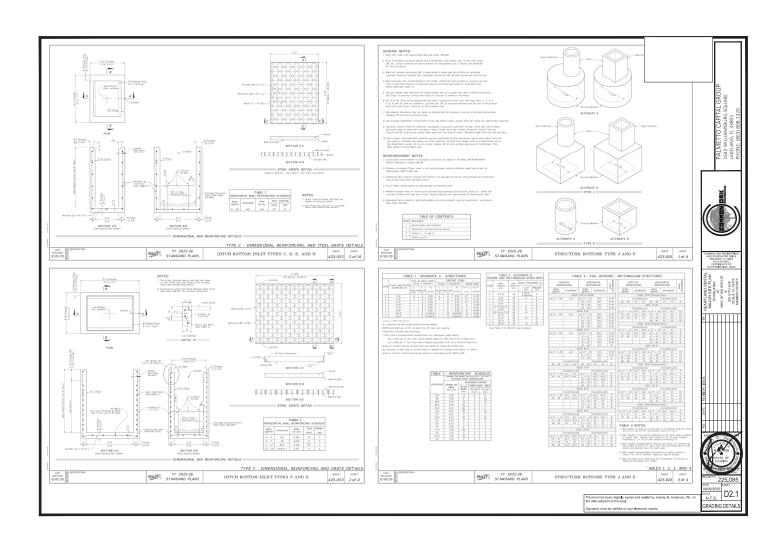


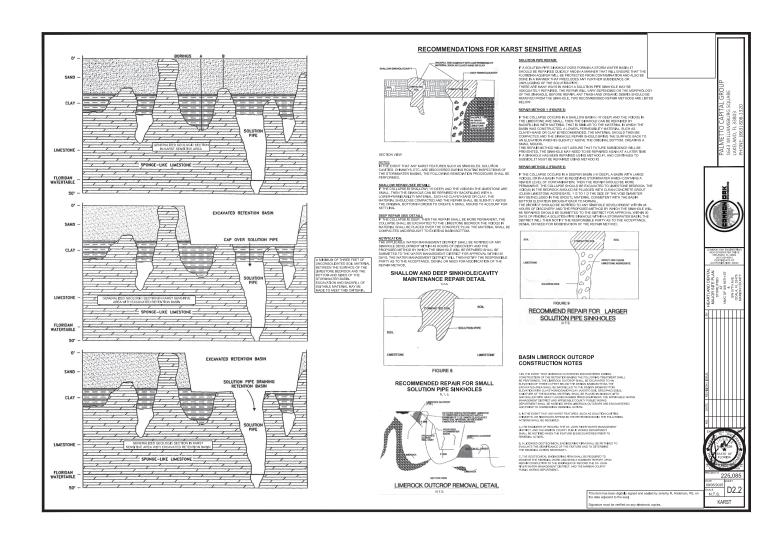


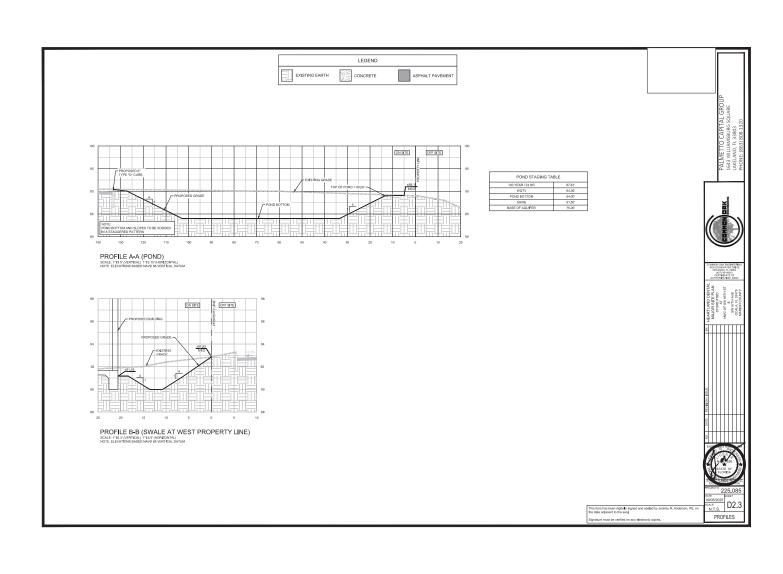


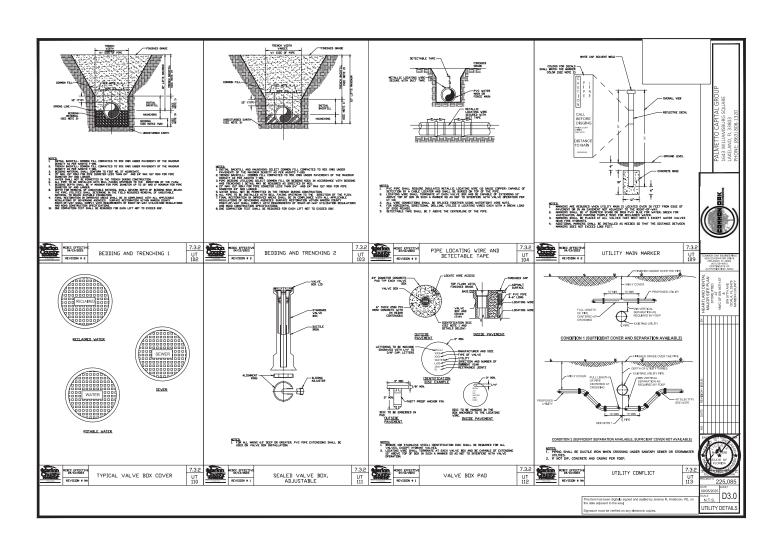


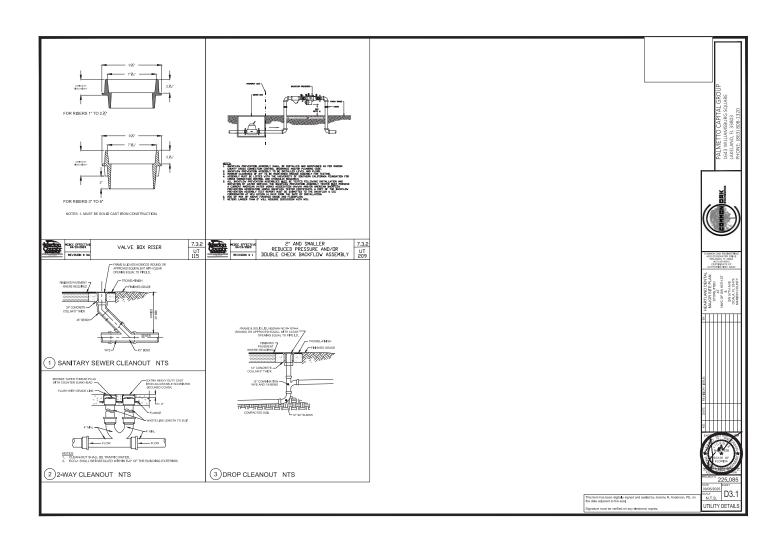


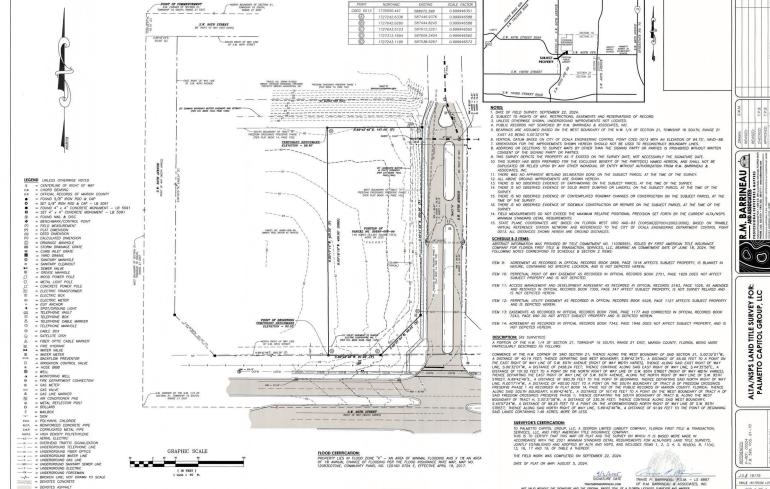








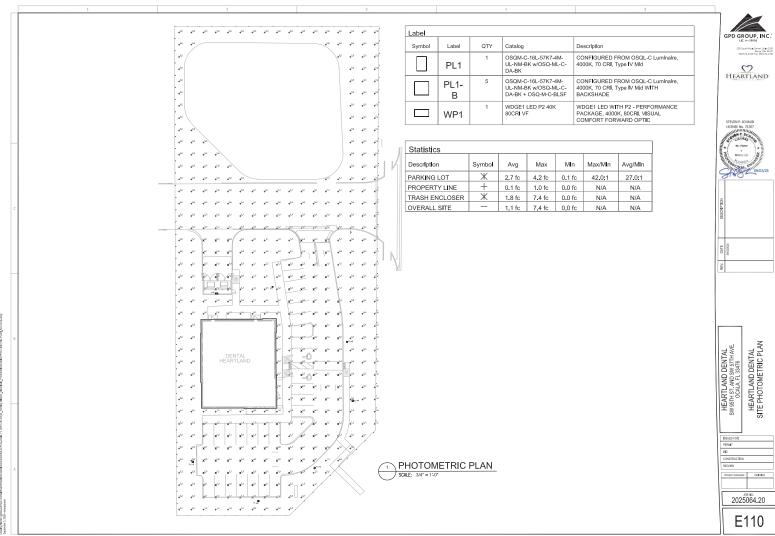


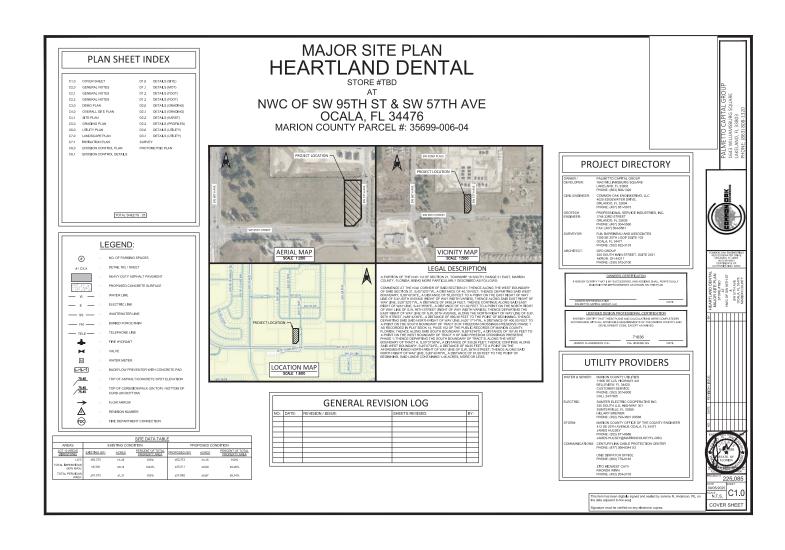


STATE PLANE COORDINATES:

SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST MARION COUNTY, FLORIDA

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PALMETTO CAPITAL C 1643 WILLIAMSBURG SQUA LAKELAND, FL 33803 PHONE: (863) 808-1320

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PALMETTO CAPITAL C 1643 WILLIAMSBURG SQUA LAKELAND, FL 33803 PHONE: (863) 808-1320

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1643 WILLIAMSBURG SQUARE
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PHONE: 18631 RDR-1320 THE PROPERTY OF THE PROPERTY O ADMINISTRATE SERVICE WATER OF LOCAL SERVICE WITH PROTECT E. ALLEGERIZATION, TO CONTROLLED AND ALLEGERIZATION OF LOCAL PROTECTION OF LOCAL PROTECTI TESTING AND INSPECTION REQUIREMENTS (PAYING GRADING THE ALO BRITCH BY DEFINED THE CONTRICT OF THE PROPERTY OF OF THE CONTINUOUS WILL BERNALL COST OF BUT RECEIVED.

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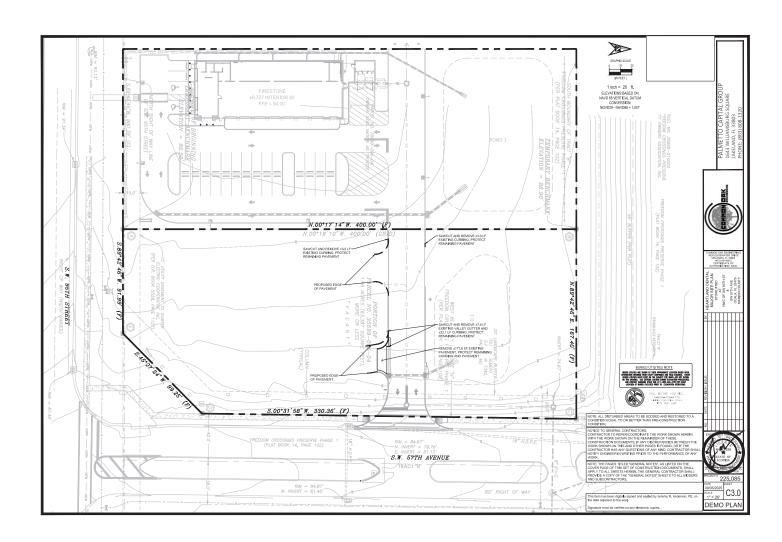
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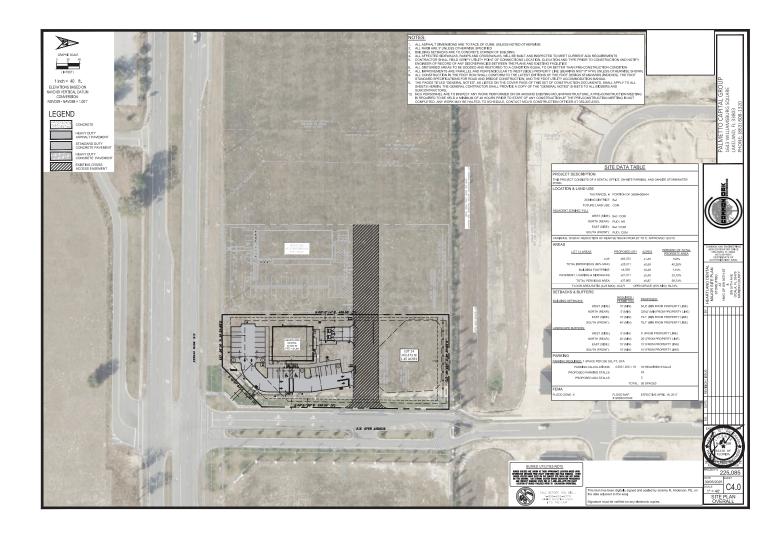
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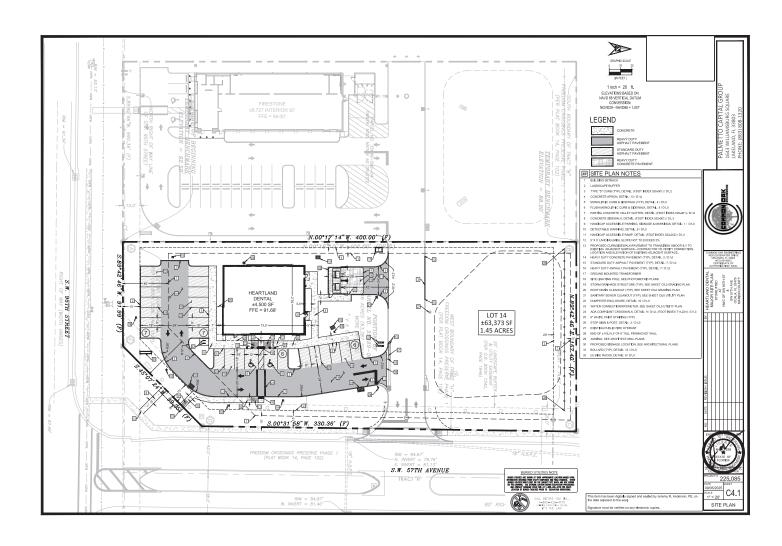
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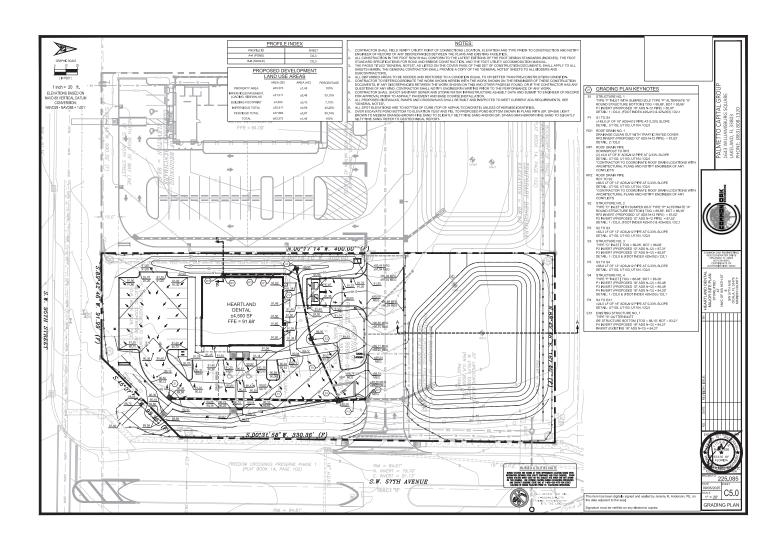
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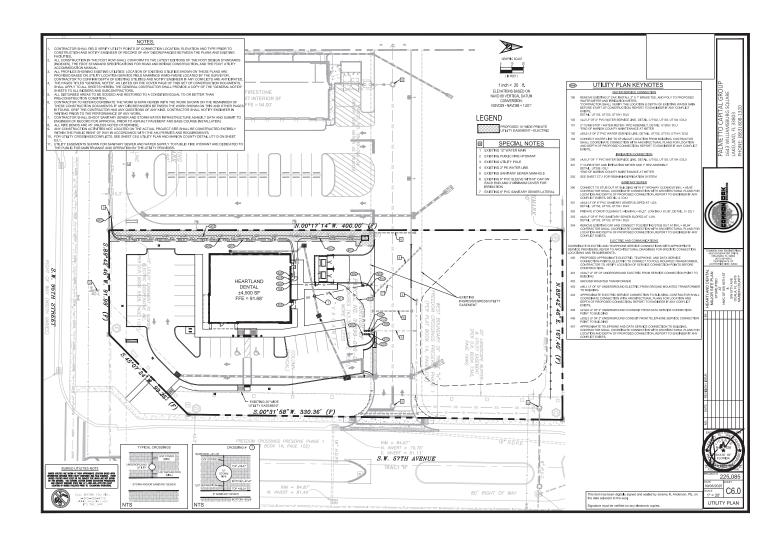
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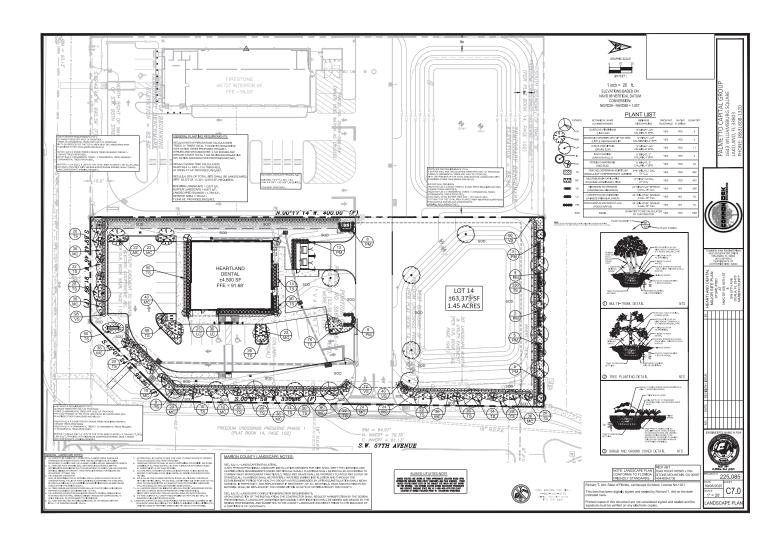


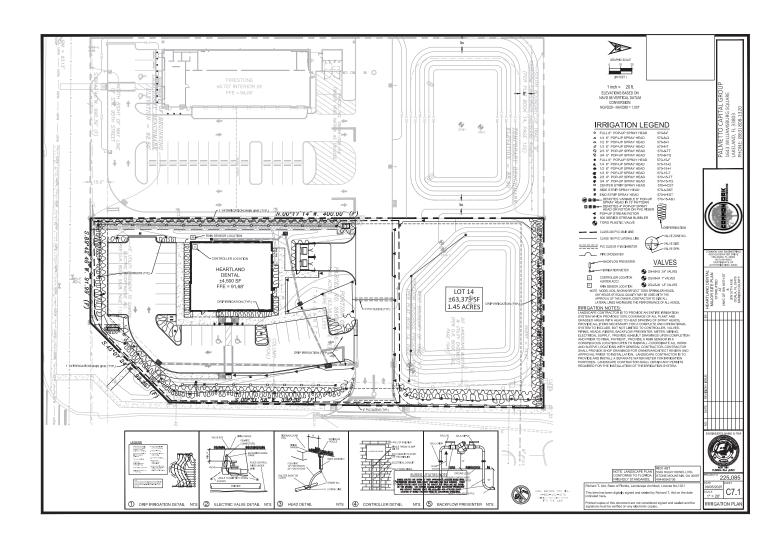


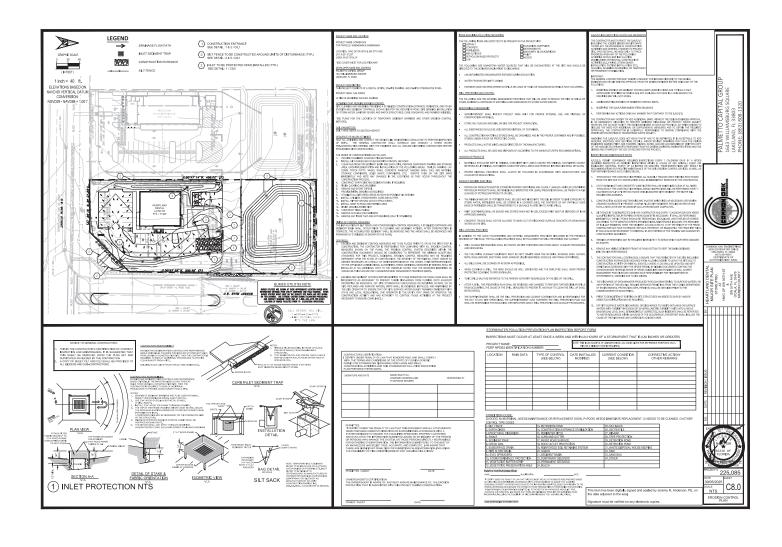


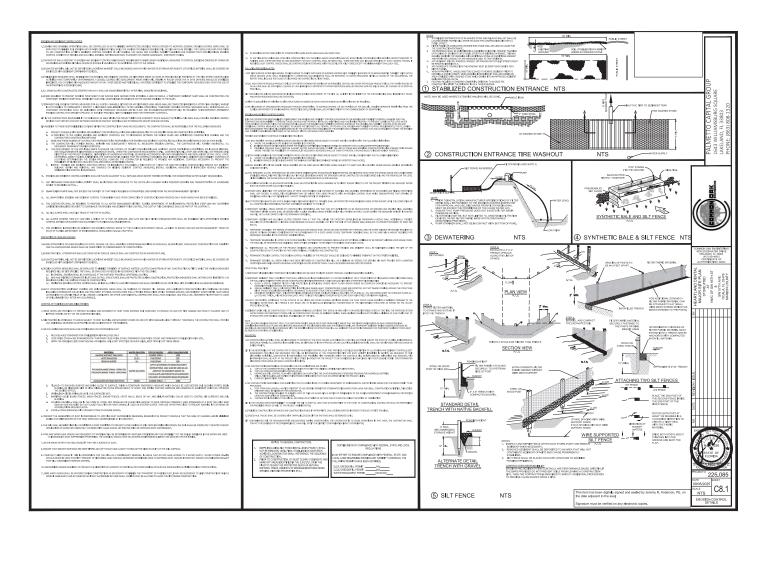


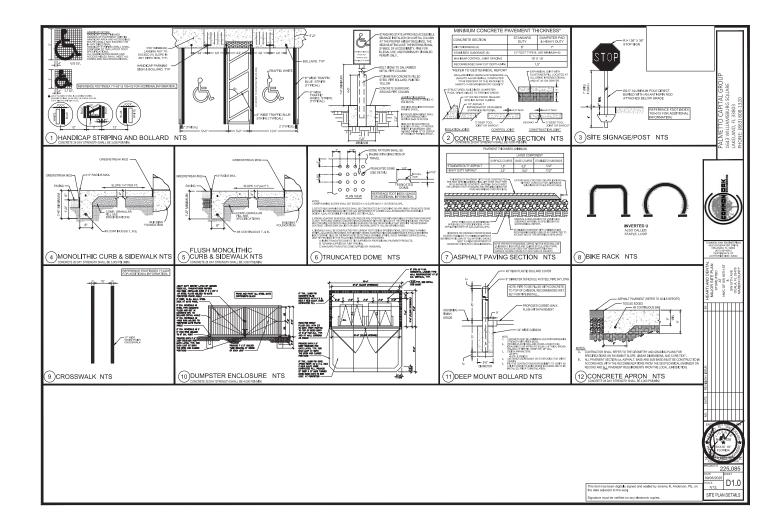


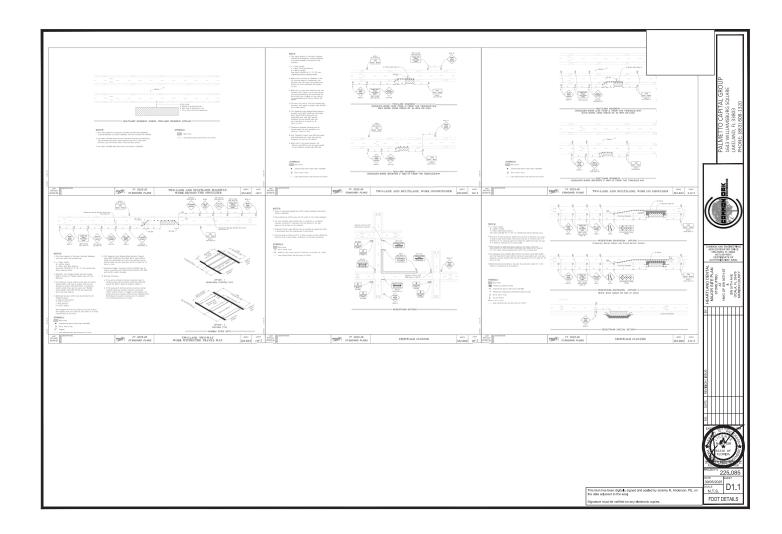


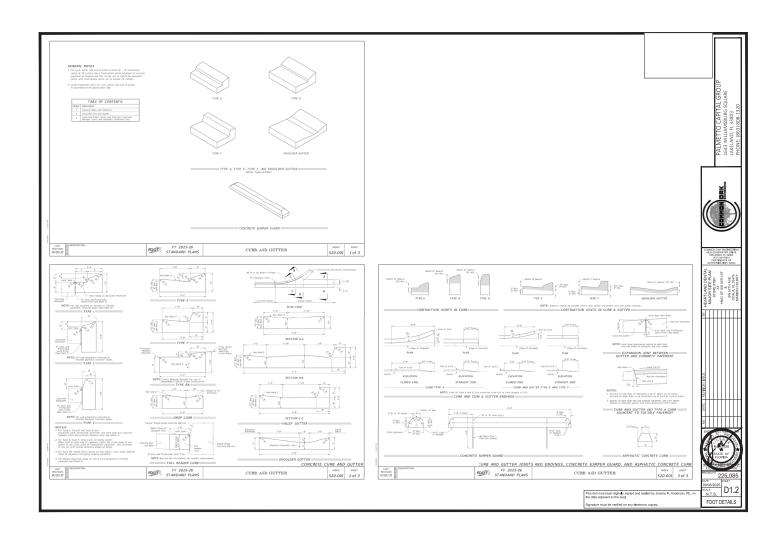


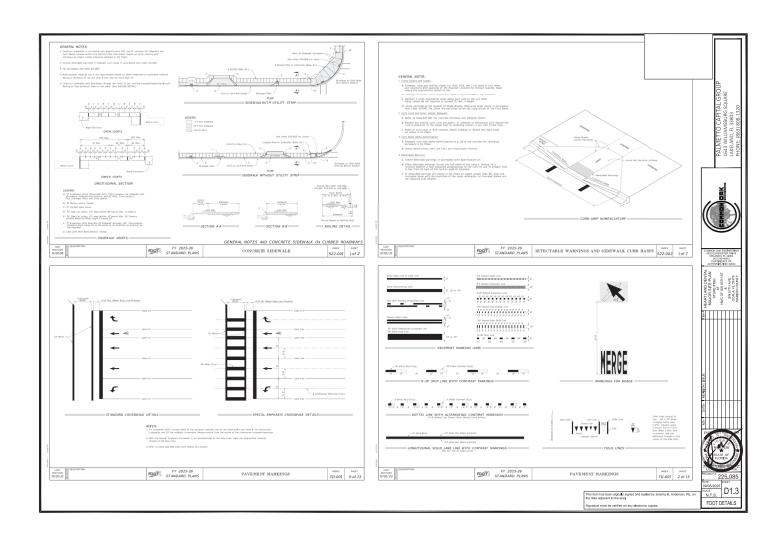


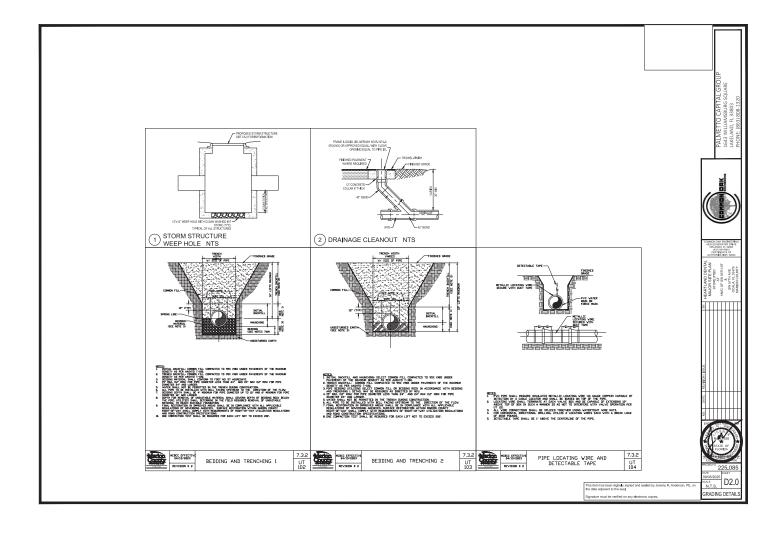


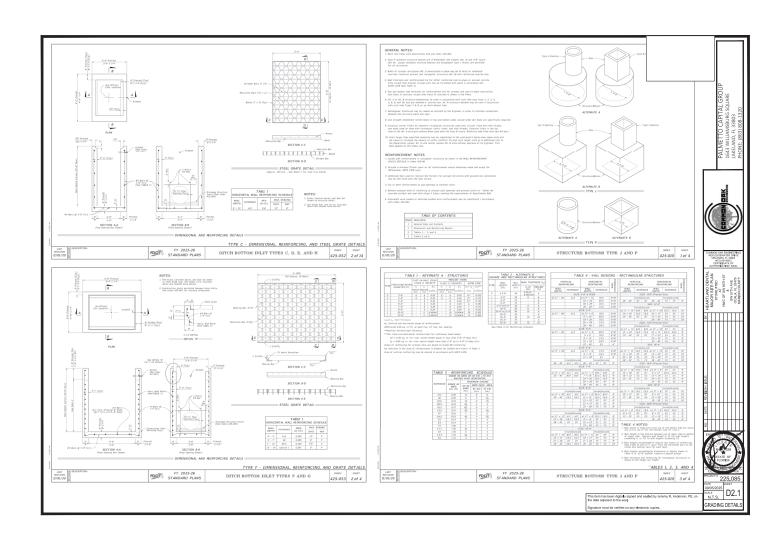


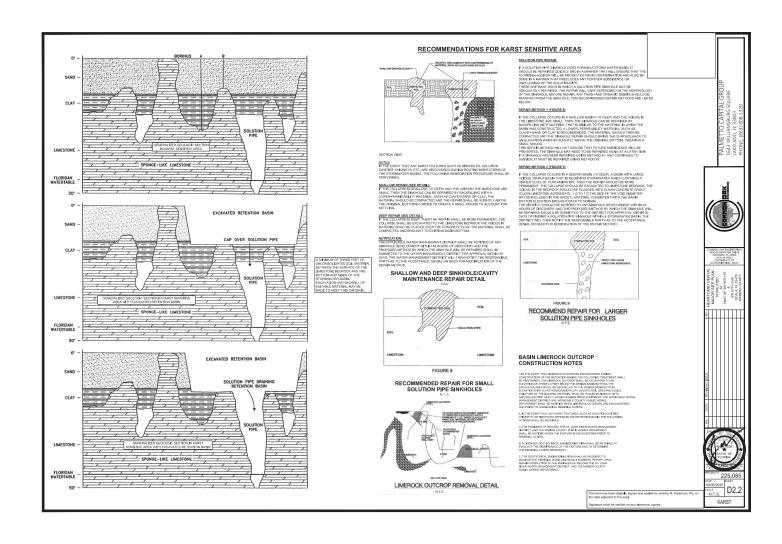


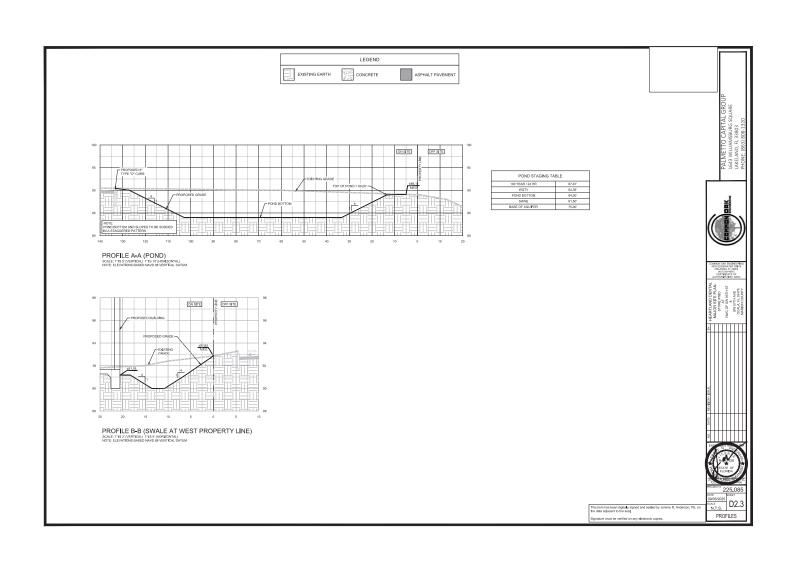


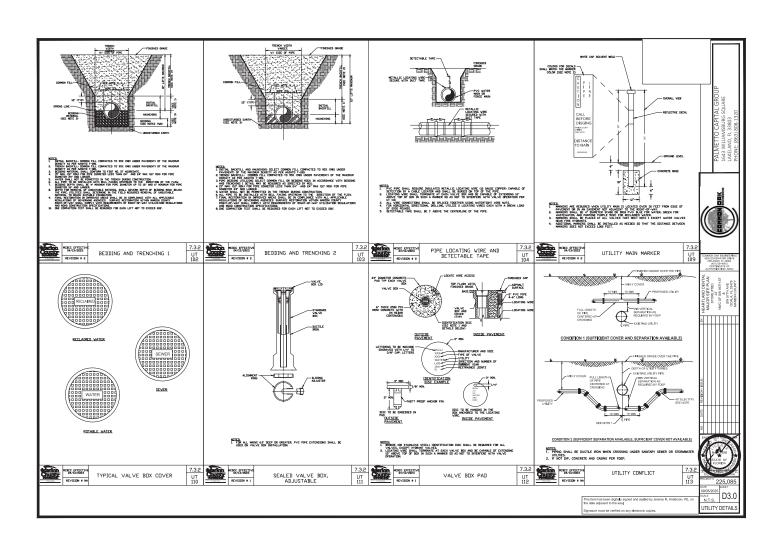


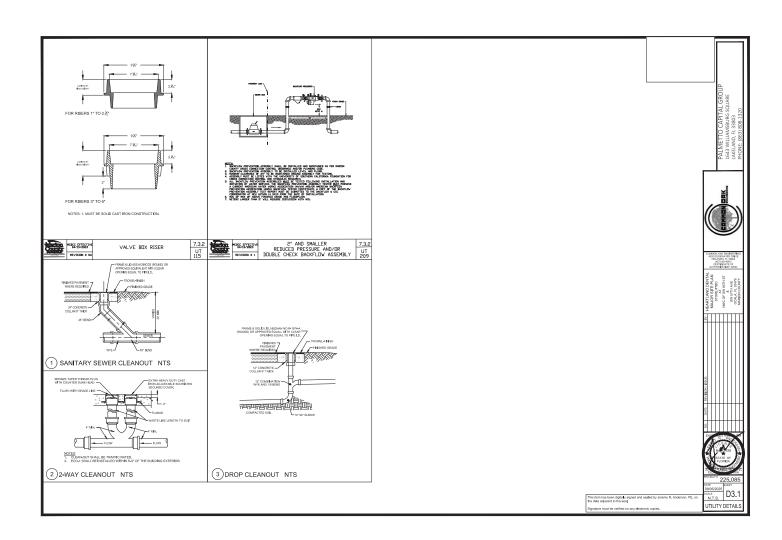


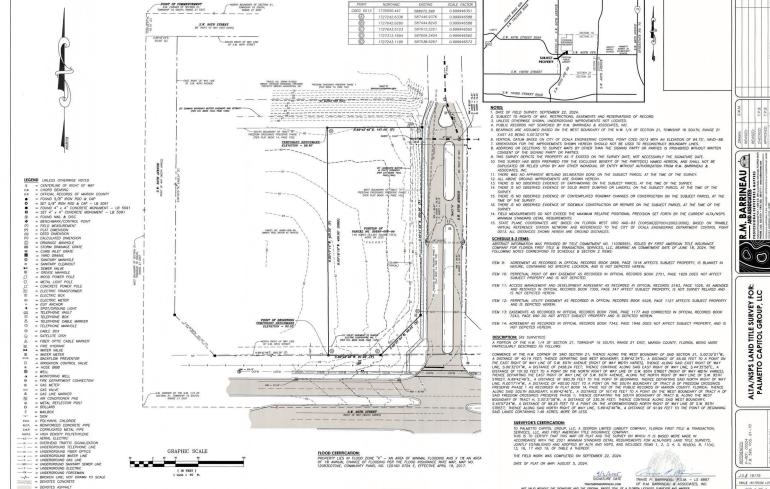












STATE PLANE COORDINATES:

SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST MARION COUNTY, FLORIDA

L MAPPERS coop-tide 1820-piete PLOPEDA SAGTY 1771 + www.millanticeas.com

