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This Instrument Prepared by and Return To:
W. James Gooding III
Gilligan, Gooding, Batsel & Anderson, P.A.
1531 SE 36th Avenue
Ocala, FL 34471

**AMENDED AND RESTATED
ACCESS MANAGEMENT AND DEVELOPMENT AGREEMENT**

THIS AMENDED AND RESTATED ACCESS MANAGEMENT AND DEVELOPMENT AGREEMENT is made and entered into, effective this 3rd day of November, 2020, by and between:

- The following (each a “*Owner*,” and collectively the “*Owners*”):
 - **STEPHEN GREENE AND NOEL NATION, AS SUCCESSOR CO-TRUSTEES OF THE 358 ACRE LAND TRUST DATED FEBRUARY 4, 2004 (“*Sweeny*”);**
 - **TODD B. RUDNIANYN, INDIVIDUALLY AND AS TRUSTEE FOR THE SWEENY 2, SWEENY 3N, SWEENY 3S, SWEENY 4 LAND TRUST AGREEMENT DATED JUNE 1, 2007 (“*Rudnianyn*”); and**
 - **FREEDOM CROSSINGS LLC, A FLORIDA LIMITED LIABILITY COMPANY (“*Freedom Crossings*”);**
- and
- **MARION COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (“*County*”).**

R E C I T A L S:

- A. Owners own the Property (as defined below) as follows:
 - 1). Sweeny and Rudnianyn own the Commercial Tracts.
 - 2). Freedom Crossings owns the Residential Tract (including Entrance 1 and Entrance 2).
- B. On or about February 17, 2009, Owners and County entered into an Access Management and Development Agreement (the “*Original Agreement*”) as recorded in OR Book 5163, Page 1026, Public Records of Marion County, Florida, concerning the Property.
- C. The Original Agreement concerned an access management plan for public roadway access to and from, and certain development restrictions applicable to the future development of, the real property

referred to therein as the "Master Parcel"¹ which consisted of portions of such Master Parcel referred to in the Original Agreement as Parcels A, B, C and D.

D. Subsequent to the execution of the Original Agreement:

- 1). The anticipated development configurations of the Master Parcel have changed such that the prior portions referred to as Parcels A, B, C and D in the Original Agreement no longer reflect the current development configurations.²
- 2). Various portions of the Property have been rezoned.
- 3). Other circumstances have changed necessitating revisions to the Original Agreement.

E. Owners and County desire to amend and restate the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, for themselves and their respective successors and assigns, do hereby agree as follows:

1. **INCORPORATION OF RECITALS; AMENDMENT AND RESTATEMENT OF ORIGINAL AGREEMENT.**

- 1.1. The parties confirm and agree that the above recitals are true and correct and incorporate the same herein for all purposes.
- 1.2. The Original Agreement is hereby amended and restated in its entirety as set forth herein.

2. **DEFINITIONS.** For the purposes of this Agreement, in addition to any terms specifically defined elsewhere in this Agreement, the following terms shall have the following meanings:

- 2.1. ***"60th Avenue"*** – Refers to SW 60th Avenue, referring specifically to that portion of SW 60th Avenue contiguous to the westerly boundaries of Commercial Tract 1, Entrance 1, and Commercial Tract 2.
- 2.2. ***"90th Street"*** – Refers to proposed SW 90th Street, referring specifically to that portion of SW 90th Street contiguous to the northern boundary of the Residential Tract and the Outparcel.
- 2.3. ***"95th Street"*** – Refers to SW 95th Street, referring specifically to that portion of SW 95th Street contiguous to the southern boundaries of Commercial Tract 3, Entrance 2, and Commercial Tract 4.
- 2.4. ***"Access Connection" or "Access Connections"*** – Refers to one or more of the access driveway connection points from the Property to 95th Street and 60th Avenue, which are depicted and identified as Entrances, and shown on the Access Management Plan.

¹ The Master Parcel in the Original Agreement is the same property as the Property defined in this Agreement.

² To avoid confusion with the "Parcels" under the Original Agreement, this Agreement refers to the configurations of the Property as "Tracts."

- 2.5. ***“Access Management Plan”*** – Refers to the agreed locations for Access Connections which are depicted on attached **Exhibit B**,³ and the agreed intersection geometries contiguous at the Access Connection locations.
- 2.6. ***“Agreement”*** – Refers to this Amended and Restated Access Management and Development Agreement, as it may be subsequently amended, modified, or supplemented pursuant to its terms and provisions.
- 2.7. ***“Approved Residential PUD”*** – Refers to the Planned Unit Development (“PUD”) zoning classification, together with the Conceptual Plan, for the Residential Tract as approved by Marion County at the time of approval of this Agreement, as may be hereafter amended.
- 2.8. ***“Commercial Tract” or “Commercial Tracts”*** – Refers to one or more of Commercial Tract 1, Commercial Tract 2, Commercial Tract 3 and Commercial Tract 4.
- 2.9. ***“Comprehensive Plan”*** – Refers to the Marion County Comprehensive Plan.
- 2.10. ***“County”*** – Refers to Marion County, a political subdivision of the State of Florida.
- 2.11. ***“County Code”*** – Refers to the Code of Ordinances of Marion County, Florida, including, without limitation, the portions of such Code referred to as the “Land Development Code.”
- 2.12. ***“Entrances”*** – Refers to one or more of the following:
- 2.12.1. Entrance 1 as depicted in the attached **Exhibit B**.
 - 2.12.2. Entrance 2 as depicted in the attached **Exhibit B**.
 - 2.12.3. Future Entrance A as depicted in the attached **Exhibit B**.
 - 2.12.4. Future Entrance B as depicted in the attached **Exhibit B**.
 - 2.12.5. Future Entrance C as depicted in the attached **Exhibit B**.
- 2.13. ***“Outparcel”*** – Refers to the parcel of real property which is Marion County Tax Parcel No. 35699-006-01, currently owned by Southwest Christian Church of Ocala, Inc. (the “Outparcel Owner”). The location of the Outparcel is referred to as “Southwest Christian Church of Ocala” on the attached **Exhibit B**.
- 2.14. ***“Owner” or “Owners”*** – Refers, as applicable, to one or more individuals or entities who own, during the term of this Agreement, the Property, or any portion thereof, including, without limitation, the Parties identified as Owners in this Agreement and any Successor Owners.
- 2.15. ***“Parties”*** – Refers, as applicable, to any Owner (or all Owners), and County.
- 2.16. ***“Property”*** – Refers to the real property described on the attached **Exhibit A**, being also the real property that is the combination of the Tracts.

³ **Exhibit B** depicts both the Access Management Plan and the relative locations of the Tracts.

- 2.17. ***“Successor Owner” or “Successor Owners”*** – Refers to one or more individuals or entities who are successors in title to Rudnianyn, Sweeney or Freedom Crossings as to the Property, or to any portion thereof.
- 2.18. ***“Tract” or “Tracts”*** – Refers, as applicable, to one or more of the following:
- 2.18.1. The Residential Tract as depicted in the attached **Exhibit B**, and described in the attached **Exhibit C**. The Residential Tract includes Entrance 1 and Entrance 2. The Residential Tract has been rezoned pursuant to the Approved Residential PUD.
 - 2.18.2. Commercial Tract 1 as depicted in the attached **Exhibit B**, and described in the attached **Exhibit D**. Commercial Tract 1 has a B-2 zoning classification.
 - 2.18.3. Commercial Tract 2 as depicted in the attached **Exhibit B**, and described in the attached **Exhibit E**. Commercial Tract 2 has a B-2 zoning classification.
 - 2.18.4. Commercial Tract 3 as depicted in the attached **Exhibit B**, and described in the attached **Exhibit F**. Commercial Tract 3 has a B-2 zoning classification.
 - 2.18.5. Commercial Tract 4 as depicted in the attached **Exhibit B**, and described in the attached **Exhibit G**. Commercial Tract 4 has a B-2 zoning classification.
3. **ACCESS MANAGEMENT**. Access Connections from Commercial Tract 1 and Commercial Tract 2 to 60th Avenue, and Access Connections from the Residential Tract, Commercial Tract 3 and Commercial Tract 4 to 95th Street, shall be designed, and approved by County, in accordance with the following provisions:
- 3.1. **Internal Access Connections**. One or more of the Tracts are owned by separate Owners. At the time of the development of each Tract, its development plan shall provide for inter-connectivity for vehicular and pedestrian traffic between the Tracts, and inter-connectivity to facilitate all Tracts using the agreed-upon Access Locations on 60th Avenue and 95th Street, which are shown on the Access Management Plan. The inter-connectivity between the Residential Tract and the Commercial Tracts shall be located at Entrance 1 and Entrance 2.
 - 3.2. **Access to 95th Street**. Access from the Property to 95th Street shall be limited to the two (2) Access Locations, which are depicted on the Access Management Plan and referred to herein as Entrance 2 and Future Entrance C. Entrance 2 shall be a full intersection, allowing full range of vehicular turning movements (but not necessarily U-turns) through the intersection. Future Entrance C shall be a right-in/right-out intersection.
 - 3.3. **Access to 60th Avenue**. Access from the Property to 60th Avenue shall be limited to three (3) Access Locations, at the locations shown on the Access Management Plan and referred to herein as Entrance 1, Future Entrance A and Future Entrance B. Entrance 1 shall be a full intersection, allowing full range of vehicle turning movements (but not necessarily U-turns) through the intersection. Future Entrance A and Future Entrance B shall each be right-in/right-out intersections only.
 - 3.4. **Prohibition on Access to SW 90th Street**. Access from the Residential Tract to SW 90th Street (if and when constructed) shall be prohibited, unless at a subsequent date the Owner

of the Residential Tract requests such access, and County determines that it will allow such access. Such Owner's request for, and County approval of, such access shall be evidenced by the recordation of an Amendment to this Agreement, approved and executed by County and the Owner of the portion of the Residential Tract adjacent to SW 90th Street.

4. **ACCESS TO OUTPARCEL.** Owners agree that at the time of the design, permitting and construction of improvements on that part of Commercial Tract 1 contiguous to the southern boundary of the Outparcel, the site plans and site improvements for such improvements shall provide for internal vehicular and pedestrian access between the Outparcel and Entrance 1. Such obligation is conditioned upon the owner of the Outparcel agreeing to provide the Owners of Commercial Tract 1 with equivalent vehicular and pedestrian access between Commercial Tract 1 and all entrances to the Outparcel from public rights of way.
5. **SATISFACTION OF PARALLEL ACCESS REQUIREMENTS.** The agreements of the Owners in paragraphs 3 and 4 of this Agreement, including the limitations on access to 95th Street and 60th Avenue from the Tracts, and the internal inter-connectivity for vehicular and pedestrian traffic, shall constitute satisfaction of any requirements under the County's Land Development Regulations for parallel access or reverse frontage roads along the frontage of the Tracts on 95th Street and 60th Avenue.
6. **ADDITIONAL DEVELOPMENT RESTRICTIONS & DESIGN CRITERIA.** In accordance with the conditions of County's prior approval of Comprehensive Plan Nos. 05-L66, 07-L10 and 07-S10 with respect to the Property, Owners agree that future development of the Tracts, or any portion of them, shall be subject to the following development restrictions and design criteria:
 - 6.1. **Residential Tract.**
 - 6.1.1. At the time of the development of that portion of the Residential Tract which is contiguous to Bradford Farms, there shall be installed, adjacent to Bradford Farms, a landscape berm and buffer in accordance with Approved Residential PUD.
 - 6.1.2. The Residential Tract shall be developed pursuant to County's PUD zoning classification as single-family lots with a maximum density as set forth in the Approved Residential PUD.
 - 6.2. **Commercial Tracts.**
 - 6.2.1. The Commercial Tracts shall be developed pursuant to their existing zoning classification, or a subsequent zoning classification, at intensities permitted by the applicable zoning classification, and pursuant to other requirements of the County Code.
 - 6.2.2. In recognition of the fact that drainage retention areas ("DRAs") are planned to be located on the Residential Tract contiguous with its boundaries with the Commercial Tracts, the following provisions shall apply to the development of the Commercial Tracts if such DRAs are constructed:
 - 6.2.2.1 If the Owner of the Residential Tract provides to the Owner of the Commercial Tracts an easement (the "*Common Boundary Buffer Easement*") complying with the following provisions, no buffers between

the Commercial Tracts and the Residential Tracts shall be required to be located on the Commercial Tracts; rather, the buffers will be provided by the Common Boundary Buffer Easement on the Residential Tract. The instrument granting the Common Boundary Buffer Easement shall contain the following provisions: (a) the Common Boundary Buffer Easement shall be perpetual; (b) the portion of the Residential Tract within 20 feet of the boundary between the Residential Tract and the Commercial Tracts (which 20 feet shall be the location of the Common Boundary Buffer Easement) shall be used as the area in which buffers for the Commercial Tract shall be constructed (pursuant to the Approved Residential PUD); (c) the Owner of the Residential Tract (or its successor in title, such as a homeowner's association for the Residential Tract) shall maintain the buffers; (d) no improvements may be constructed within the Common Boundary Buffer Easement; and (e) the Common Boundary Buffer Easement may not be amended or terminated without the written consent of County, which County will grant in its reasonable discretion.

6.2.2.2 If the Owner of the Residential Tract provides to the Owner of the Commercial Tracts an easement (the "*Setback Easement*") complying with the following provisions, the rear setback of the Commercial Tracts (i.e., the setback at the boundary between the Commercial Tracts and the Residential Tract) shall be five feet; the balance of the rear setback for the Commercial Tracts shall be located on the portion of the Residential Tract within 20 feet of the boundary between the Residential Tract and the Commercial Tracts, which 20 feet be the location of the Setback Easement. (The Setback Easement and Common Boundary Buffer Easement occupy the same portions of the Residential Tract.) The instrument granting the Setback Easement shall provide: (a) the Setback Easement shall be perpetual; (b) the Owner of the Residential Tract (or its successor in title, such as a homeowner's association for the Residential Tract) shall maintain property encumbered by the Setback Easement; (c) no improvements may be constructed within the Setback Easement; and (d) the Setback Easement may not be amended or terminated without the written consent of County, which County will grant in its reasonable discretion.

6.2.2.3 Attached hereto as **Exhibit H** is a sketch depicting the proposed locations of the Common Boundary Buffer Easement and the Setback Easement.

7. **POTABLE WATER & SANITARY SEWER (WASTEWATER) SERVICES.** All development of the Property must be served by central potable water and central sanitary sewer (wastewater) services, available concurrent with development. Owners shall procure potable water and wastewater services for the Property from Marion County Utilities ("*MCU*"), which is County's public utilities provider.

7.1. Each Owner (or all Owners) shall, if required by the County Code when any portion of a Tract is developed, enter into one or more Utilities Agreement (or Agreements) with MCU under which the Owner will agree to:

7.1.1. Procure central water and sewer services from MCU for the Tract being developed;

- 7.1.2. Extend, at the Owner's expense, the MCU wastewater collection system to and through such Tract;
 - 7.1.3. Construct, at the Owner's expense, the wastewater collection system improvements on such Tract; and
 - 7.1.4. Construct, at the Owner's expense, an extension of the County potable water system to such Tract and a water distribution system for such Tract.
- 7.2. The Utilities Agreements referred to in paragraph 7.1 may be entered into by all Owners concerning the entire Property, or by each Owner as such Owner develops its Tract or any portion thereof.
- 8. **SCHOOL CONCURRENCY.** Owners shall comply with all provisions of the County Code and Comprehensive Plan concerning school concurrency and, if applicable, payment of school impact fees or similar charges.
- 9. **TRAFFIC FACILITIES CONCURRENCY.**
 - 9.1. **Initial Traffic Impact Analysis.** As and when required by the County Code concerning the development of a Tract or any portion thereof, the Tract Owner shall have prepared and presented to County a traffic impact analysis ("TIA") identifying the potential impact of the development of such Tract or portion, or, at the option of such Owner, development of the entire Property. The portion of the Property (i.e., a Tract, portion thereof, group of Tracts or the entire Property) that is the subject of the TIA is hereafter referred to as the "TIA Tract." The TIA shall be performed in accordance with applicable provisions of the Comprehensive Plan, County Code and rules and regulations established by County in connection therewith.
 - 9.2. **Updated Impact Traffic Analyses.** In addition to providing the initial TIA described above, the following provisions shall also be applicable regarding the Property:
 - 9.2.1. In the event development of any TIA Tract exceeds the time period agreed upon in the accepted TIA for such TIA Tract, County may require, and Owners of any undeveloped portion of the TIA Tract shall provide, an updated TIA (prepared and reviewed in accordance with the procedures set forth in paragraph 9.1 above) acceptable to County. Upon acceptance of the updated TIA, the County shall determine if any additional transportation improvements are required and the time frame when those improvements must be completed.
 - 9.2.2. County may withhold any further development approval, including but not limited to the issuance of building permits for the undeveloped portions of the TIA Tract that is the subject of the updated study, until the updated study is completed and accepted, and any additional transportation improvements are assured for completion. County shall be under no obligation to participate in any costs associated with providing these improvements.
 - 9.3. **Transportation Facilities Improvements Funding.** Notwithstanding any of the preceding provisions of this paragraph 9, in the event development of the Property or a

portion thereof requires the construction of transportation facilities improvements to satisfy traffic concurrency requirements the following provisions shall be applicable:

9.3.1. If, under the provisions of Chapter 163, Florida Statutes, an Owner is entitled to satisfy funding requirements for the construction of transportation facility improvements by making a proportionate share payment in satisfaction of the Owner's obligation to participate in the cost of the transportation facility improvements, Owner shall have the right to make such proportionate share payment, and none of the preceding provisions of this paragraph shall be deemed to have waived or terminated an Owner's proportionate share payment rights which may arise under the provisions of Chapter 163.

9.3.2. The preceding provisions of this paragraph 9 shall not waive, terminate or preclude the right of an Owner, County, and third party property owners, or combinations thereof, to participate in joint funding agreements for the sharing of the cost of the construction of required transportation facility improvements.

9.3.3. If an Owner's proposed plan for the development of a portion of the Property requires transportation facility improvements and no funding sources are then available other than the Owner, Owner shall have the right to elect to defer the development of the Property, in which event Owner's participation in the funding of the cost of the required transportation facility improvement shall be deferred until Owner elects to initiate actual development of such portion of the Property.

10. **ENVIRONMENTAL IMPACT ASSESSMENT**. The Owner of each Tract shall comply with the applicable provisions of the County Code concerning environmental impact assessments and any required mitigation thereof.

11. **STORMWATER MANAGEMENT SYSTEM DESIGN AND MAINTENANCE**. The Owner of each Tract shall design, construct and maintain its stormwater management system and related facilities in accordance with all applicable provisions of the County Code and the regulations of the Southwest Florida Water Management District. An Owner's maintenance obligations may be assigned by such owner to a homeowners' association or property owners' association formed for the purpose of owning common elements or maintaining common elements related to the development of the Property or any portion thereof to the extent permitted by such provisions and/or regulations.

12. **DEFAULT PROVISIONS**.

12.1. Any default under this Agreement by an Owner (the "*Defaulting Owner*"), shall be considered a default with respect to the terms of this Agreement by the Defaulting Owner as to the portion of the Property owned by the Defaulting Owner, and may result in the suspension, cancellation or termination of development orders and permits previously issued by County for the portion of the Property owned by the Defaulting Owner.

12.2. Any suspension, cancellation or termination of any development order or permit shall occur only in compliance with the following provisions:

12.3. Any suspension, cancellation or termination of a development order or permit shall apply only to the portion of the Property owned by the Defaulting Owner, and not to any portion

of the Property owned by other Owners or to portions of the Property that have already developed.

- 12.4. County staff shall make an initial determination as to whether any development order or permit should be suspended, cancelled, or terminated.
- 12.5. Prior to any such suspension, cancellation, or termination of a development order or permit, County staff shall provide written notice of the default ("*Default Notice*") to the Defaulting Owner, and the Defaulting Owner shall have ninety (90) days after the effective date of the Default Notice within which to cure the specified violation. If within such ninety (90) day cure period, the Defaulting Owner has in good faith initiated reasonable actions to cure the default, and reasonable actions required to cure the default require a time period extending beyond the ninety (90) day cure period, the cure period shall be automatically extended through the reasonable time period required to complete a cure or remediation of the notified default.
- 12.6. County's final exercise of its rights under this paragraph regarding suspension, cancellation or termination of issued development orders or permits shall require final approval of such action by the Board of County Commissioners, with notice of County's hearing of the same to be provided to the Defaulting Owner ("*Hearing Notice*") not less than twenty (20) calendar days prior to the date of the County Commission's consideration of the action. At the Commission's consideration of the action, the Defaulting Owner shall have reasonable opportunity to respond to County's notice of violation and to present information, testimony or other evidence to support the Defaulting Owner's objection to any suspension, cancellation or termination of development orders and permits previously issued by the County.
- 12.7. All notices given under this paragraph must comply with the later notice procedures of this Agreement.
13. **NOT A CHAPTER 163 AGREEMENT.** Although the Original Agreement included the phrase "Development Agreement" its title, and although this Amendment does the same, neither the Original Agreement nor this Amendment constitute a "Development Agreement" pursuant to the Florida Local Government Development Agreement Act, set forth in Sections 163.3220 through 163.3243, Florida Statutes.
14. **GENERAL PROVISIONS.**
 - 14.1. **Miscellaneous Provisions.** All of the provisions hereof shall survive the execution, delivery and recordation of any deeds of conveyance and shall not be merged therein. Each of the individuals executing this Agreement on behalf of the parties hereby personally represent and warrant to each other that he or she (acting together with any other person executing this Agreement) has the full power and authority to bind the party for whom they have acted and will provide further assurances of such authority upon request. In the event the last day for giving notice or taking any action under this Agreement falls on a Saturday, Sunday or federal or state holiday, then the last day for giving such notice or taking such action shall be extended until the next business day. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute but one agreement.

14.2. **Negation of Partnership.** None of the terms or provisions of this Agreement shall have been deemed to create a partnership between Owners and County in their respective actions or otherwise, nor shall it cause them to be joint venturers or members of any joint enterprises. Each Party shall be considered a separate owner (as to Owners) and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so in this Agreement.

14.3. **Covenants Run With Land.**

14.3.1. The rights and obligations of the Parties arising under the terms of this Agreement are appurtenant to the ownership of the Tracts, respectively, by Rudnianyn and Sweeny, and such rights and obligations shall run with the ownership of the Tracts, and shall be binding up and inure to the benefit of the Owners of the Tracts, respectively, and their respective successors, assignees, and grantees.

14.3.2. After any portion of a Tract has been developed, and there are no remaining obligations by the Owner of such Tract remaining to be performed concerning such portion, County shall, upon request of one or more Owners of such Tract, execute and deliver to such Owners a recordable instrument acknowledging that all obligations of the Owners of such portion of the Tract have been performed and releasing such portion of the Tract from further obligations under this Agreement. Notwithstanding the foregoing, the release shall not relieve any Tract from its obligations to procure potable water and wastewater services from MCU.

14.4. **Notice.**

14.4.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement 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 as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:

14.4.1.1 For Rudnianyn: Todd B. Rudnianyn, 2441 NE 3rd Street, Suite #201, Ocala, FL 34470; email: todd@neighborhoodstorage.com.

a. With copy to: W. James Gooding III, Esq., Gilligan, Gooding, Batsel & Anderson, P.A., 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@ocalalaw.com.

14.4.1.2 For Sweeny: Stephen Greene and Noel Nation, 400 Union Hill Drive, Suite 100, Birmingham, AL 35209 and 240 W. San Marino Drive, Miami Beach, FL 33139; email: stepheneskgreenello.com and everglades123@gmail.com

a. With copy to: Tim Haines, Esq., Gray, Ackerman & Haines, P.A., 125 NE 1st Avenue, Suite 1, Ocala, FL 34470-6675; email: thaines@gahlaw.com.

- 14.4.1.3 For Freedom Crossings: Chris Armstrong, 1415 SW 17th Street, Ocala, FL 34471; email: chris@armstronghomes.net.
 - a. With copy to: W. James Gooding III, Esq., Gilligan, Gooding, Batsel & Anderson, P.A., 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@ocalalaw.com.
 - 14.4.1.4 For County: Marion County Administrator, 601 SE 25th Avenue, Ocala, FL 34471; email: Mounir.bouyounes@marioncountyfl.org.
 - a. With copy to: County Attorney, 601 SE 25th Avenue, Ocala, FL 34471; email: matthew.minter@marioncountyfl.org.
 - 14.4.1.5 For any Successor Owner: As provided by the Successor Owner to the Parties to this Agreement or, if the Successor Owner has not provided such information, to the address of such Successor Owner: (a) as reflected on the records of the Marion County Property Appraiser concerning the portion of the Property owned by the Successor Owner, or in the deed to the Successor Owner of such portion; or (b) if the Successor Owner is an entity, the mailing address for such Successor Owner as set forth on www.sunbiz.org.
- 14.4.2. Each such Communication shall be deemed delivered:
- 14.4.2.1 On the date of delivery if by hand delivery;
 - 14.4.2.2 On the date of email transmission if by email (subject to paragraph 14.4.5); and
 - 14.4.2.3 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.
 - 14.4.2.4 Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.
- 14.4.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
- 14.4.4. If the above provisions require Communication 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.
- 14.4.5. Concerning Communications sent by email:

- 14.4.5.1 The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received;
- 14.4.5.2 If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns;
- 14.4.5.3 Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
- 14.4.5.4 The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
- 14.4.5.5 The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.
- 14.5. **Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.
- 14.6. **Binding Effect.** The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.
- 14.7. **Amendment.** This Agreement shall not be amended or modified except by an amendment in writing, executed by all parties hereto in the same form as this Agreement.
- 14.8. **Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.
- 14.9. **Severability.** In the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not effect the enforceability or the validity of the remaining provisions of this Agreement.
- 14.10. **Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.
- 14.11. **Successors and Assigns.** All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.

- 14.12. **Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.
- 14.13. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 14.14. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.
- 14.15. **Gender.** As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.
- 14.16. **Signatures by Facsimile or Digital Execution.** It is the intent and agreement of the parties hereto that the signatures to this Agreement, or any subsequent amendment to this Agreement, shall be as legally binding upon the parties if in the form of a facsimile 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 Agreement, or any subsequent amendment to this Agreement, because of the use of facsimile or digital copies and not originals in any litigation; all parties simply waive and relinquish any such defense.
- 14.17. **Exhibits.**
- 14.17.1. All Exhibits attached to this Agreement are incorporated herein by reference.
- 14.17.2. The following Exhibits are attached to this Agreement:
- 14.17.2.1 **Exhibit A** – Description of Property.
- 14.17.2.2 **Exhibit B** – Sketch of Tracts and Access Management Plan.
- 14.17.2.3 **Exhibit C** – Residential Tract.
- 14.17.2.4 **Exhibit D** – Commercial Tract 1.
- 14.17.2.5 **Exhibit E** – Commercial Tract 2.
- 14.17.2.6 **Exhibit F** – Commercial Tract 3.
- 14.17.2.7 **Exhibit G** – Commercial Tract 4.
- 14.17.2.8 **Exhibit H** – Sketch of Common Boundary Buffer Easement and Setback Easement.

- 14.18. **Exercise of Rights**. All rights, power and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law.

IN WITNESS WHEREOF the parties have executed this Amended and Restated Access Management and Development Agreement the day and year first above written.

**THIS PART OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES START ON NEXT PAGE**

Signed and sealed in our presence as witnesses:

COUNTY

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

Susan McAllister
Print Name: Susan McAllister

Debra Lewter
Print Name: Debra Lewter

By: Kathy Bryant
Kathy Bryant, Chair
BCC Approved: November 3, 2020

ATTEST:

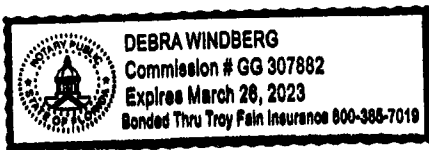
David R. Ellspermann
David R. Ellspermann, Clerk

Approved as to form and legality:

Matthew L. Minter
Matthew Guy Minter, County Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of November, 2020, by Kathy Bryant, as Chair of the Board of County Commissioners of Marion County, Florida.



Debra Windberg
Notary Public, State of Florida
Name: Debra Windberg
(Please print or type)

Commission Number: #GG 307882
Commission Expires: March 26, 2023

Notary: Check one of the following:

X Personally known OR
____ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: N/A

Signed and sealed in our presence as witnesses:

Patty Karney
Print Name: Patty Karney

Faith Gibbs
Print Name: Faith Gibbs

RUDNIANYN

Todd B. Rudniansyn
Todd B. Rudniansyn, Individually and as Trustee
for the Sweeny 2, Sweeny 3N, Sweeny 3S,
Sweeny 4 Land Trust Agreement dated June 1,
2007

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of August, 2020, by Todd B. Rudniansyn, Trustee for Sweeny 2, Sweeny 3N, Sweeny 3S, Sweeny 4 Land Trust Agreement dated June 1, 2007.

Patricia A. Karney
Notary Public, State of Florida
Name: PATRICIA A. KARNEY
(Please print or type)

Commission Number:
Commission Expires:



PATRICIA A. KARNEY
Commission # GG 187703
Expires June 18, 2022
Bonded Thru Budget Notary Services

Notary: Check one of the following:

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

Signed and sealed in our presence as witnesses:

SWEENEY

Anne Compton
Print Name: Anne Compton

Stephen Greene
Stephen Greene, as Successor Co-Trustee of the
358 Acre Land Trust Dated February 4, 2004

Rhonda Largin Lusco
Print Name: Rhonda Largin Lusco

Alabama
STATE OF ~~FLORIDA~~
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of August, 2020, by Stephen Greene, as Successor Co-Trustee of the 358 Acre Land Trust Dated February 4, 2004.

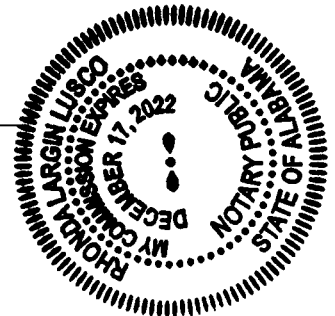
Rhonda Largin Lusco
Notary Public, State of Florida
Name: Rhonda Largin Lusco
(Please print or type)

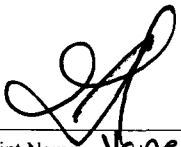
Commission Number:

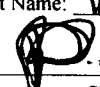
Commission Expires: 12/17/2022

Notary: Check one of the following:

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




Print Name: Vanessa Torres


Print Name: José A. Pérez

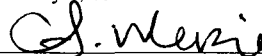

Noel Nation, as Successor Co-Trustee of the 358
Acre Land Trust Dated February 4, 2004

STATE OF FLORIDA
COUNTY OF mi ami - Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐
online notarization, this 4th day of August, 2020, by Noel Nation, as Successor Co-
Trustee of the 358 Acre Land Trust Dated February 4, 2004.



ANDREINA VILORIO
Commission # GG 281682
Expires December 4, 2022
Bonded Thru Budget Notary Services


Notary Public, State of Florida
Name: Andreina Vilorio
(Please print or type)

Commission Number: GG 281682
Commission Expires: Dec 4, 2022

Notary: Check one of the following:

☐ Personally known OR
☒ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: Driver license

FREEDOM CROSSINGS

Freedom Crossings LLC, a Florida limited liability company

Valerie Rearden
Print Name: Valerie Rearden

Michael Mazzareo
Print Name: Michael Mazzareo

By: Chris Armstrong
Chris Armstrong as Manager

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of August, 2020, by Chris Armstrong, as Manager of Freedom Crossings LLC, a Florida limited liability company.



BELINDA JEGGIMANN
Commission # GG 948307
Expires January 29, 2024
Bonded Thru Budget Notary Services

Belinda Jeggimann
Notary Public, State of Florida
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

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

**EXHIBIT A
PROPERTY DESCRIPTION**

DESCRIPTIONS: (AS SURVEYED)

PARCEL 1

A PORTION OF THE N.W. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE N.W. CORNER OF THE N.W. 1/4 OF SAID SECTION 21; THENCE ALONG THE WEST BOUNDARY OF SAID N.W. 1/4, S.00°32'01"W., A DISTANCE OF 1327.29 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°40'03"E., A DISTANCE OF 55.00 FEET TO A POINT ON THE NEW EAST RIGHT-OF-WAY LINE OF S.W. 60TH AVENUE (HAVING A RIGHT-OF-WAY WIDTH THAT VARIES), ALSO BEING THE POINT OF BEGINNING.
THENCE CONTINUE S.89°40'03"E., A DISTANCE OF 685.00 FEET; THENCE S.00°32'01"W., A DISTANCE OF 1235.99 FEET TO A POINT ON THE NEW NORTH RIGHT-OF-WAY LINE OF S.W. 95TH STREET (HAVING A RIGHT-OF-WAY WIDTH THAT VARIES); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, S.89°42'46"W., A DISTANCE OF 613.46 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, TO THE AFORESAID NEW EAST RIGHT-OF-WAY LINE OF S.W. 60TH AVENUE, N.44°30'58"W., A DISTANCE OF 101.02 FEET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N.00°32'01"E., A DISTANCE OF 1171.11 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAIN 19.44 ACRES, MORE OR LESS.

PARCEL 2

A PORTION OF THE N.W. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE N.W. CORNER OF THE N.W. 1/4 OF SAID SECTION 21; THENCE ALONG THE WEST BOUNDARY OF SAID N.W. 1/4, S.00°32'01"W., A DISTANCE OF 1327.29 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°40'03"E., A DISTANCE OF 55.00 FEET TO A POINT ON THE NEW EAST RIGHT-OF-WAY LINE OF S.W. 60TH AVENUE (HAVING A RIGHT-OF-WAY WIDTH THAT VARIES), ALSO BEING THE POINT OF BEGINNING.
THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N.00°32'01"E., A DISTANCE OF 887.41 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, S.89°41'32"E., A DISTANCE OF 1265.00 FEET; THENCE S.00°32'01"W., A DISTANCE OF 2117.67 FEET TO A POINT ON THE NEW NORTH RIGHT-OF-WAY LINE OF S.W. 95TH STREET (HAVING A RIGHT-OF-WAY WIDTH THAT VARIES); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, S.89°42'46"W., A DISTANCE OF 580.05 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, N.00°32'01"E., A DISTANCE OF 1235.99 FEET; THENCE N.89°40'03"W., A DISTANCE OF 685.00 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAIN 42.19 ACRES, MORE OR LESS. SAID LANDS CONTAIN 42.19 ACRES, MORE OR LESS.

PARCEL 3

A PORTION OF THE N.W. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE N.W. CORNER OF THE N.W. 1/4 OF SAID SECTION 21; THENCE ALONG THE NORTH BOUNDARY OF SAID N.W. 1/4, S.89°42'14"E., A DISTANCE OF 1972.10 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°31'58"W., A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PROPOSED S.W. 90TH STREET (RIGHT-OF-WAY WIDTH UNDETERMINED), ALSO BEING THE POINT OF BEGINNING.
THENCE CONTINUE S.00°31'58"W., A DISTANCE OF 2511.20 ALONG THE WEST BOUNDARY OF "BRADFORD FARMS" AS PER PLAT HEREOF RECORDED IN PLAT BOOK '7', PAGES 193 AND 194 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, TO THE NEW NORTH RIGHT-OF-WAY LINE OF S.W. 95TH STREET (HAVING A RIGHT-OF-WAY WIDTH THAT VARIES); THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID NORTH RIGHT-OF-WAY LINE, S.89°42'46"W., A DISTANCE OF 652.20 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, N.00°32'01"E., A DISTANCE OF 2117.67 FEET; THENCE N.89°41'32"W., A DISTANCE OF 191.28 FEET; THENCE N.00°33'22"E., A DISTANCE OF 400.05 FEET TO THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF PROPOSED S.W. 90TH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, S.89°42'34"E., A DISTANCE OF 843.23 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAIN 39.40 ACRES, MORE OR LESS.

**EXHIBIT B
SKETCH OF TRACTS
AND ACCESS MANAGEMENT PLAN**

See attached.

FREEDOM CROSSINGS

S.W. 90TH STREET
(NOT OPEN)

S.W. 90TH LANE

S.W. 93RD LANE

S.W. 95TH STREET

S.W. 60TH AVENUE

SOUTHWEST CHRISTIAN CHURCH OF OCALA

LOT 1 BLOCK "F"

LOT 1 BLOCK "E"

LOT 2 BLOCK "E"

LOT 3 BLOCK "E"

LOT 4 BLOCK "E"

LOT 1 BLOCK "A"

BRADFORD FARMS

COMMERCIAL TRACT 1
7.74 ACRES
(337,330 SQ. FT.)

RESIDENTIAL TRACT
67.61 ACRES
(2,944,980 SQ. FT.)

COMMERCIAL TRACT 2
10.90 ACRES
(474,662 SQ. FT.)

COMMERCIAL TRACT 3
7.51 ACRES
(327,023 SQ. FT.)

COMMERCIAL TRACT 4
5.58 ACRES
(243,012 SQ. FT.)

ENTRANCE 1

ENTRANCE 2

ENTRANCE 3

ENTRANCE 4

ENTRANCE 5

ENTRANCE 6

ENTRANCE 7

ENTRANCE 8

ENTRANCE 9

ENTRANCE 10

ENTRANCE 11

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ENTRANCE 213

ENTRANCE 214

ENTRANCE 215

ENTRANCE 21

R.M. BARRINEAU
AND ASSOCIATES

PROFESSIONAL SURVEYORS & MAPPERS

Oakhurst Professional Park + 1309 S.E. 25th Loop+Suite 103+Ocala, FLORIDA 3447
 PHONE (352) 622-3133 + FAX (352) 369-3771 + www.rmBarrineau.com

REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
 TRAVIS P. BARRINEAU, P.S.M. - LS 6887

DRAWN:	K.L.J.	J.O.# 05524
REVISED:		DWG.# 05524COMPOSITE_R6
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 1 OF 1
SCALE: 1" = 350'		COPYRIGHT © AUGUST, 2019

EXHIBIT C
RESIDENTIAL TRACT

A PORTION OF THE N.W. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF SAID SECTION 21; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 21, S.00°32'01"W., A DISTANCE OF 439.90 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°41'32"E, A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE (RIGHT OF WAY WIDTH VARIES), SAID POINT ALSO BEING THE S.W. CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3148, PAGE 164 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE, ALONG THE SOUTH BOUNDARY OF SAID LANDS, S.89°41'32"E., A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, S.89°41'32"E., A DISTANCE OF 673.72 FEET TO THE S.E. CORNER OF SAID LANDS; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID LANDS, ALONG THE EAST BOUNDARY OF SAID LANDS, N.00°33'22"E., A DISTANCE OF 400.05 FEET TO THE N.E. CORNER OF SAID LANDS AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 90TH STREET (80' RIGHT OF WAY)(NOT OPEN); THENCE DEPARTING THE EAST BOUNDARY OF SAID LANDS, ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°42'34"E., A DISTANCE OF 843.23 FEET TO THE N.W. CORNER OF BRADFORD FARMS AS RECORDED IN PLAT BOOK 7, PAGES 193 AND 194 OF THE PUBLIC RECORDS OF MARION COUNTY FLORIDA; THENCE DEPARTING THE SOUTH RIGHT OF WAY LINE OF S.W. 90TH STREET, ALONG THE WEST BOUNDARY OF SAID BRADFORD FARMS, S.00°31'58"W., A DISTANCE OF 2111.16 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°42'46"W., A DISTANCE OF 1517.28 FEET; THENCE N.00°32'01"E., A DISTANCE OF 1726.61 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ENTRANCE TRACT 1

A PORTION OF THE N.W. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF SAID SECTION 21; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 21, S.00°32'01"W., A DISTANCE OF 1219.18 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°41'28"E., A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE (RIGHT OF WAY WIDTH VARIES), SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE S.44°52'36"E., A DISTANCE OF 99.74 FEET; THENCE S.89°41'28"E., A DISTANCE OF 328.97 FEET; THENCE S.00°32'01"W., A DISTANCE OF 80.00 FEET; THENCE N.89°41'28"W., A DISTANCE OF 330.95 FEET; THENCE S.45°09'16"W., A DISTANCE OF 98.31 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE; THENCE ALONG SAID EAST RIGHT OF WAY LINE, N.00°32'01"E., A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ENTRANCE TRACT 2

A PORTION OF THE N.W. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF SAID SECTION 21; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 21, S.00°32'01"W., A DISTANCE OF 40.19 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°42'34"E., A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE (RIGHT OF WAY WIDTH VARIES), THENCE ALONG SAID EAST RIGHT OF WAY LINE, S.00°32'01"W., A DISTANCE OF 2458.24 FEET; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE., S.44°35'58"E., A DISTANCE OF 101.02 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE, ALONG THE NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET, N.89°42'46"E., A DISTANCE OF 1082.38 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, N.45°07'24"E., A DISTANCE OF 99.25 FEET; THENCE N.00°31'58"E., A DISTANCE OF 330.36 FEET; THENCE N.89°42'46"E., A DISTANCE OF 80.00 FEET; THENCE S.00°31'58"W., A DISTANCE OF 330.36 FEET; THENCE S.45°09'46"E., A DISTANCE OF 98.33 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S.89°42'46"W., A DISTANCE OF 220.26 FEET TO THE POINT OF BEGINNING

**EXHIBIT D
COMMERCIAL TRACT 1**

See attached.

**SKETCH OF DESCRIPTION FOR:
JOHN RUDNIANYN**

DESCRIPTION: (COMMERCIAL TRACT 1)

A PORTION OF THE N.W. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF SAID SECTION 21; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 21, S.00°32'01"W., A DISTANCE OF 439.90 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°41'32"E., A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE (RIGHT OF WAY WIDTH VARIES), SAID POINT ALSO BEING THE S.W. CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3148, PAGE 164 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND THE POINT OF BEGINNING. THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, ALONG THE SOUTH BOUNDARY OF SAID LANDS, S.89°41'32"E., A DISTANCE OF 400.00 FEET; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID LANDS, S.00°32'01"W., A DISTANCE OF 849.58 FEET; THENCE N.89°41'28"W., A DISTANCE OF 328.97 FEET; THENCE N.44°52'36"W., A DISTANCE OF 99.74 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE; THENCE ALONG SAID EAST RIGHT OF WAY LINE, N.00°32'01"E., A DISTANCE OF 779.27 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 7.74 ACRES, MORE OR LESS.

SUBJECT TO A 20 FOOT LANDSCAPE BUFFER AND UTILITY EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF SAID SECTION 21; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 21, S.00°32'01"W., A DISTANCE OF 1219.18 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°41'28"E., A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE (RIGHT OF WAY WIDTH VARIES), SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE ALONG SAID EAST RIGHT OF WAY LINE, N.00°32'01"E., A DISTANCE OF 28.08 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.44°52'36"E., A DISTANCE OF 111.21 FEET; THENCE S.89°41'28"E., A DISTANCE OF 320.80 FEET; THENCE S.00°32'01"W., A DISTANCE OF 20.00 FEET; THENCE N.89°41'28"W., A DISTANCE OF 328.97 FEET; THENCE N.44°52'36"W., A DISTANCE OF 99.74 FEET TO THE POINT OF BEGINNING.

SHEET 1 OF 2

***NOTE* ~ THIS IS NOT A SURVEY!**

ONE IS NOT COMPLETE WITHOUT THE OTHER

SEE SHEET 2 OF 2 FOR SKETCH

NOTES:

1. DATE OF SKETCH: AUGUST 13, 2019.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE ASSUMED BASED ON THE WEST BOUNDARY OF THE N.W. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST AS BEING S.00°32'01"W.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEGEND UNLESS OTHERWISE NOTED

- ☒ = CENTERLINE OF RIGHT OF WAY
O.R. = OFFICIAL RECORDS OF MARION COUNTY
- - - = BROKEN LINE; NOT DRAWN TO SCALE

SIGNATURE DATE

TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

TRAVIS@RMBARRINEAU.COM

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R.M. BARRINEAU
AND ASSOCIATES

PROFESSIONAL SURVEYORS & MAPPERS

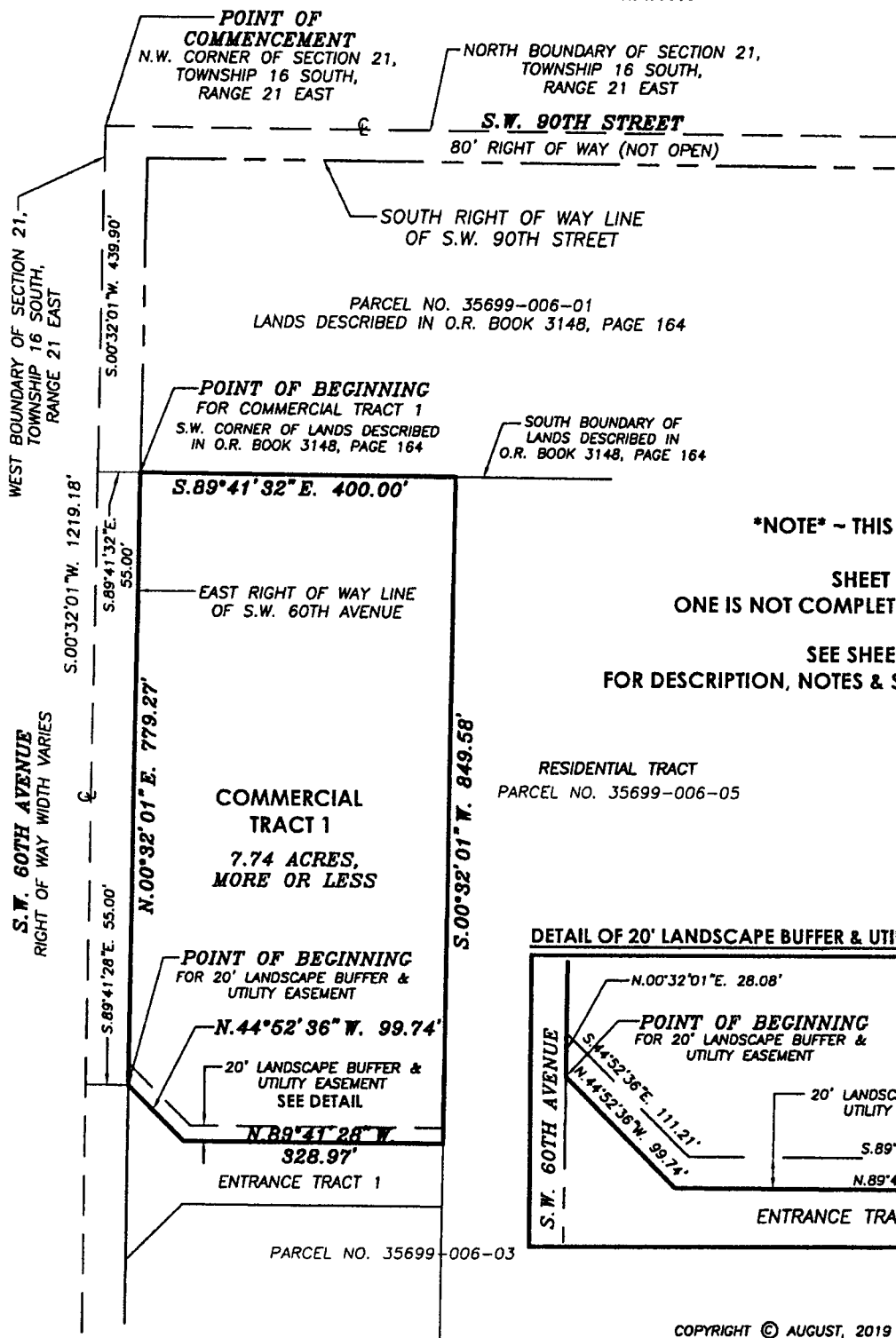
Oakhurst Professional Park + 1309 S.E. 25th Loop+Suite 103+Ocala, FLORIDA 34471
PHONE (352) 622-3133 + FAX (352) 369-3771 + www.rmBarrineau.com

REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897



DRAWN:	K.L.J.	J.O.# 05524
REVISED:		DWG.# 05524SK SPLIT R2
CHECKED:	T.P.B.	X-REF: 08179
APPROVED:	T.P.B.	COMMERCIAL TRACT 1
SCALE: 1" = 200'	SHEET 1 OF 2	

SKETCH OF DESCRIPTION FOR:
JOHN RUDNIANYN



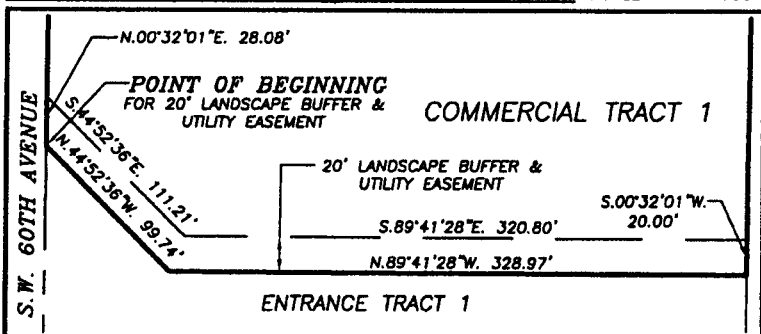
NOTE ~ THIS IS NOT A SURVEY!

SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

SEE SHEET 1 OF 2
FOR DESCRIPTION, NOTES & SURVEYOR'S CERTIFICATION

RESIDENTIAL TRACT
PARCEL NO. 35699-006-05

DETAIL OF 20' LANDSCAPE BUFFER & UTILITY EASEMENT: SCALE: 1" = 100'



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REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6697



DRAWN:	K.L.J.	J.O.# 05524
REVISED:		DWG.# 05524SK SPLIT R2
CHECKED:	T.P.B.	X-REF: 08179
APPROVED:	T.P.B.	COMMERCIAL TRACT 1
SCALE: 1" = 200'	SHEET 2 OF 2	

**EXHIBIT E
COMMERCIAL TRACT 2**

See attached.

**SKETCH OF DESCRIPTION FOR:
JOHN RUDNIANYN**

DESCRIPTION: (COMMERCIAL TRACT 2)

A PORTION OF THE N.W. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF SAID SECTION 21; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 21, S.00°32'01"W., A DISTANCE OF 1439.18 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°41'28"E., A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE (RIGHT OF WAY WIDTH VARIES), SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, N.45°09'16"E., A DISTANCE OF 98.31 FEET; THENCE S.89°41'28"E., A DISTANCE OF 330.95 FEET; THENCE S.00°32'01"W., A DISTANCE OF 1197.07 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S.89°42'46"W., A DISTANCE OF 328.43 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE; THENCE DEPARTING THE NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET, ALONG THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE, N.44°35'58"W., A DISTANCE OF 101.02 FEET; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, N.00°32'01"E., A DISTANCE OF 1059.24 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 10.90 ACRES, MORE OR LESS.

SUBJECT TO A 20 FOOT LANDSCAPE BUFFER AND UTILITY EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF SAID SECTION 21; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 21, S.00°32'01"W., A DISTANCE OF 1219.18 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°41'28"E., A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID EAST RIGHT OF WAY LINE, S.00°32'01"W., A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, N.45°09'16"E., A DISTANCE OF 98.31 FEET; THENCE S.89°41'28"E., A DISTANCE OF 330.95 FEET; THENCE S.00°32'01"W., A DISTANCE OF 20.00 FEET; THENCE N.89°41'28"W., A DISTANCE OF 322.55 FEET; THENCE S.45°09'16"W., A DISTANCE OF 110.26 FEET TO A POINT ON AFOREMENTIONED EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE; THENCE ALONG SAID EAST RIGHT OF WAY LINE, N.00°32'01"E., A DISTANCE OF 28.47 FEET TO THE POINT OF BEGINNING.

SHEET 1 OF 2

***NOTE* ~ THIS IS NOT A SURVEY!**

ONE IS NOT COMPLETE WITHOUT THE OTHER

NOTES:

SEE SHEET 2 OF 2 FOR SKETCH

1. DATE OF SKETCH: AUGUST 13, 2019.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE ASSUMED BASED ON THE WEST BOUNDARY OF THE N.W. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST AS BEING S.00°32'01"W.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEGEND UNLESS OTHERWISE NOTED

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O.R. = OFFICIAL RECORDS OF MARION COUNTY
- - - = BROKEN LINE; NOT DRAWN TO SCALE

SIGNATURE DATE

TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

TRAVIS@RMBARRINEAU.COM

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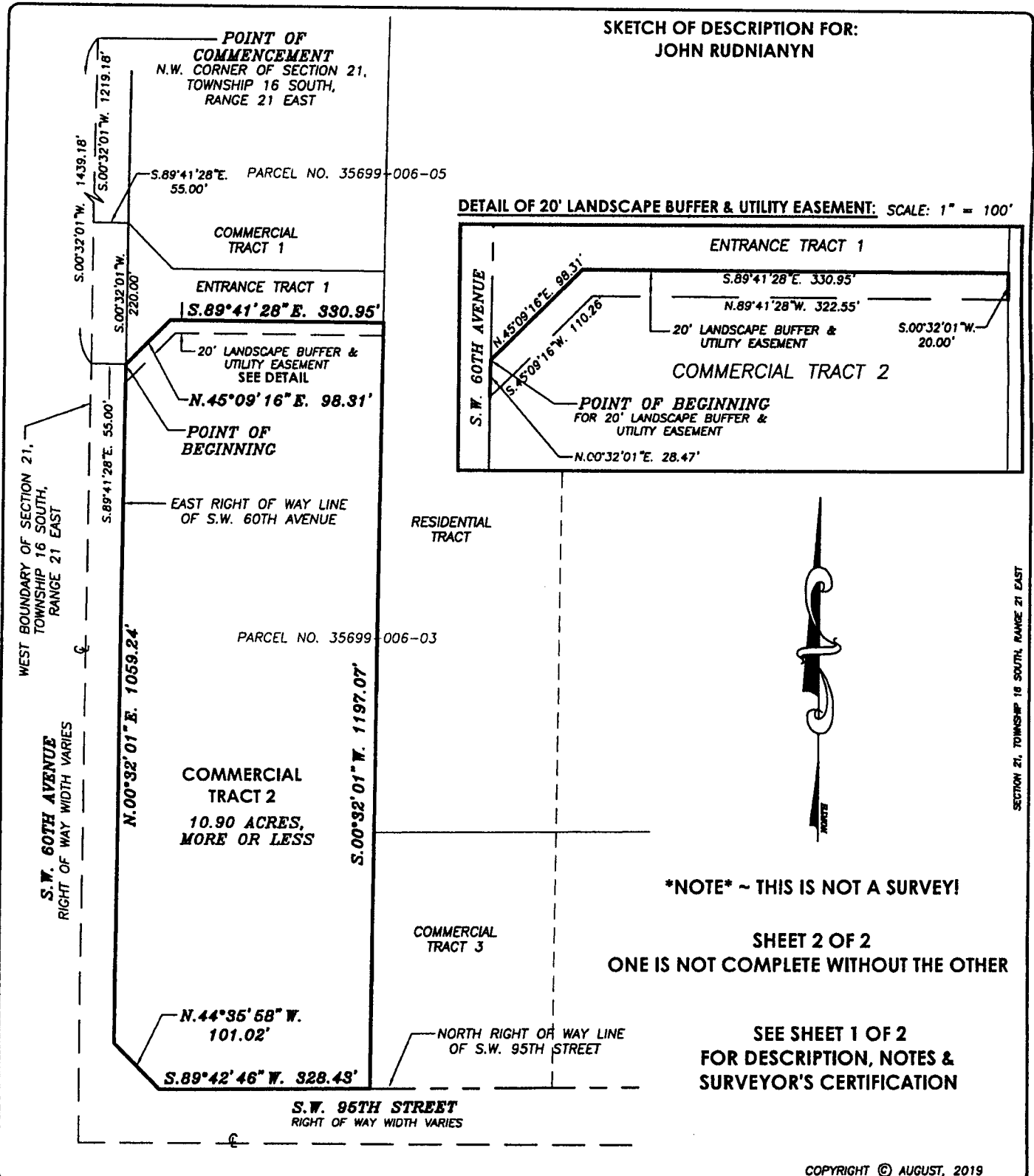
R.M. BARRINEAU
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PHONE (352) 622-3133 • FAX (352) 369-3771 • www.rmBarrineau.com

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TRAVIS P. BARRINEAU, P.S.M. - LS 6897



DRAWN:	K.L.J.	J.O.# 05524
REVISED:		DWG.# 05524SK SPLIT R2
CHECKED:	T.P.B.	X-REF: 08179
APPROVED:	T.P.B.	COMMERCIAL TRACT 2
SCALE: 1" = 200'	SHEET 1 OF 2	



R.M. BARRINEAU
AND ASSOCIATES



PROFESSIONAL SURVEYORS & MAPPERS
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TRAVIS P. BARRINEAU, P.S.M. - LS 6697

DRAWN:	K.L.J.	J.O.# 05524
REVISED:		DWG.# 05524SK SPLIT R2
CHECKED:	T.P.B.	X-REF: 08179
APPROVED:	T.P.B.	COMMERCIAL TRACT 2
SCALE: 1" = 200'	SHEET 2 OF 2	

EXHIBIT F
COMMERCIAL TRACT 3

See attached.

SKETCH OF DESCRIPTION FOR:
JOHN RUDNIANYN

DESCRIPTION: (COMMERCIAL TRACT 3)

A PORTION OF THE N.W. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF SAID SECTION 21; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 21, S.00°32'01"W., A DISTANCE OF 40.19 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°42'34"E., A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE (RIGHT OF WAY WIDTH VARIES), THENCE ALONG SAID EAST RIGHT OF WAY LINE, S.00°32'01"W., A DISTANCE OF 2458.24 FEET; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, S.44°35'58"E., A DISTANCE OF 101.02 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE, ALONG THE NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET, N.89°42'46"E., A DISTANCE OF 328.43 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SAID NORTH RIGHT OF WAY LINE, N.00°32'01"E., A DISTANCE OF 400.04 FEET; THENCE N.89°42'46"E., A DISTANCE OF 823.62 FEET; THENCE S.00°31'58"W., A DISTANCE OF 330.36 FEET; THENCE S.45°07'24"W., A DISTANCE OF 99.25 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S.89°42'46"W., A DISTANCE OF 753.94 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 7.51 ACRES, MORE OR LESS.

SUBJECT TO A 20 FOOT LANDSCAPE BUFFER AND UTILITY EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF SAID SECTION 21; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 21, S.00°32'01"W., A DISTANCE OF 40.19 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°42'34"E., A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE (RIGHT OF WAY WIDTH VARIES), THENCE ALONG SAID EAST RIGHT OF WAY LINE, S.00°32'01"W., A DISTANCE OF 2458.24 FEET; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, S.44°35'58"E., A DISTANCE OF 101.02 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE, ALONG THE NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET, N.89°42'46"E., A DISTANCE OF 1053.89 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, N.45°07'24"E., A DISTANCE OF 111.34 FEET; THENCE N.00°31'58"E., A DISTANCE OF 321.87 FEET; THENCE N.89°42'46"E., A DISTANCE OF 20.00 FEET; THENCE S.00°31'58"W., A DISTANCE OF 330.36 FEET; THENCE S.45°07'24"W., A DISTANCE OF 99.25 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S.89°42'46"W., A DISTANCE OF 28.49 FEET TO THE POINT OF BEGINNING.

SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

NOTES:

SEE SHEET 2 OF 2 FOR SKETCH

1. DATE OF SKETCH: AUGUST 13, 2019.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE ASSUMED BASED ON THE WEST BOUNDARY OF THE N.W. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST AS BEING S.00°32'01"W.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

NOTE ~ THIS IS NOT A SURVEY!

LEGEND UNLESS OTHERWISE NOTED

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O.R. = OFFICIAL RECORDS OF MARION COUNTY
- - - = BROKEN LINE; NOT DRAWN TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

SIGNATURE DATE

TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

TRAVIS@RMBARRINEAU.COM

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R.M. BARRINEAU
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PROFESSIONAL SURVEYORS & MAPPERS

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PHONE (352) 622-3133 + FAX (352) 369-3771 + www.rmBarrineau.com

REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897



DRAWN:	K.L.J.	J.O.# 05524
REVISED:		DWG.# 05524SK SPLIT R2
CHECKED:	T.P.B.	X-REF: 08179
APPROVED:	T.P.B.	COMMERCIAL TRACT 3
SCALE: 1" = 200'	SHEET 1 OF 2	

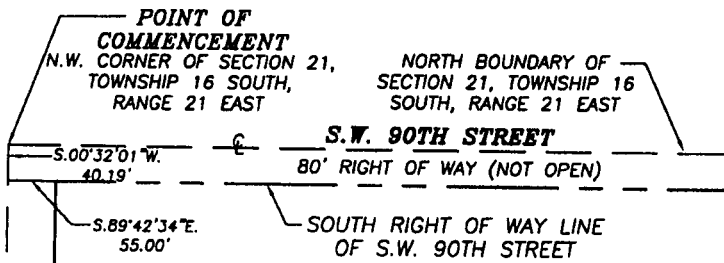
SKETCH OF DESCRIPTION FOR:
JOHN RUDNIANYN

DETAIL OF 20' LANDSCAPE BUFFER & UTILITY EASEMENT:

SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST

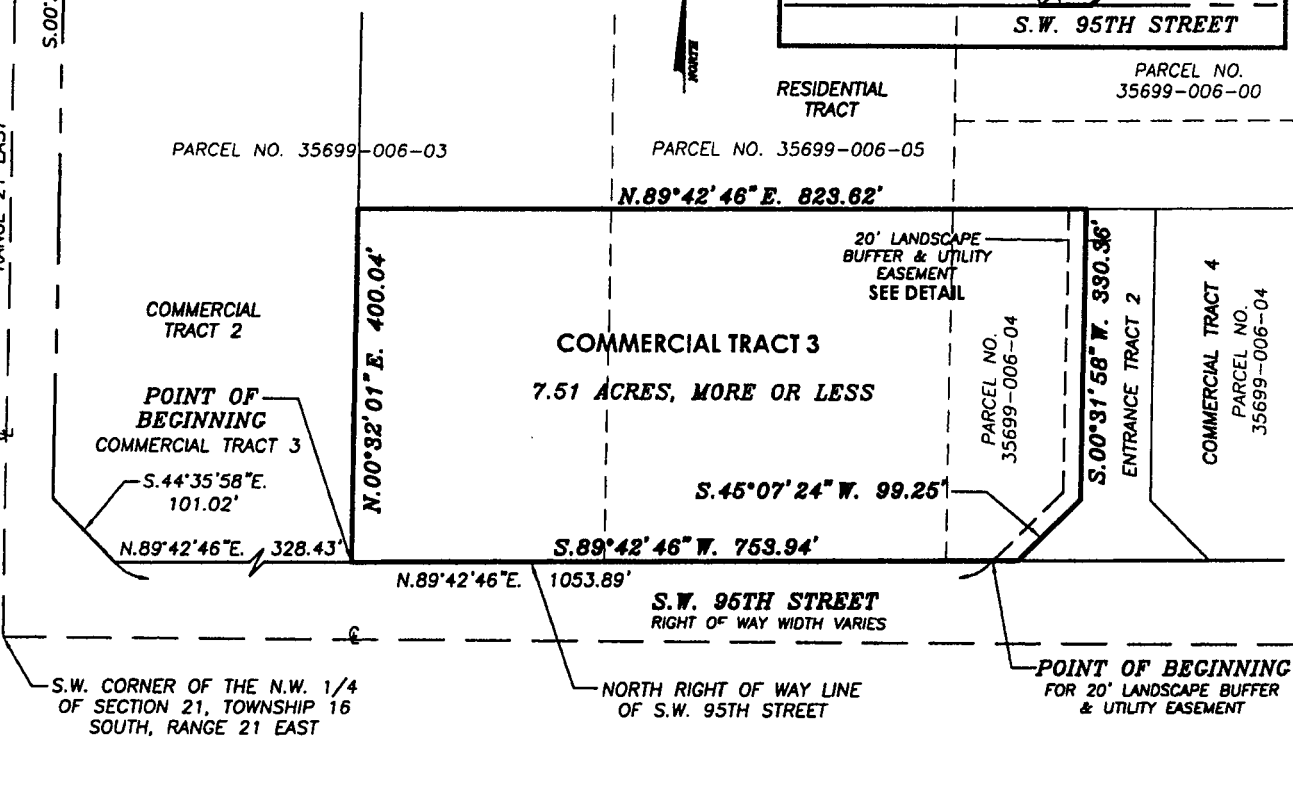
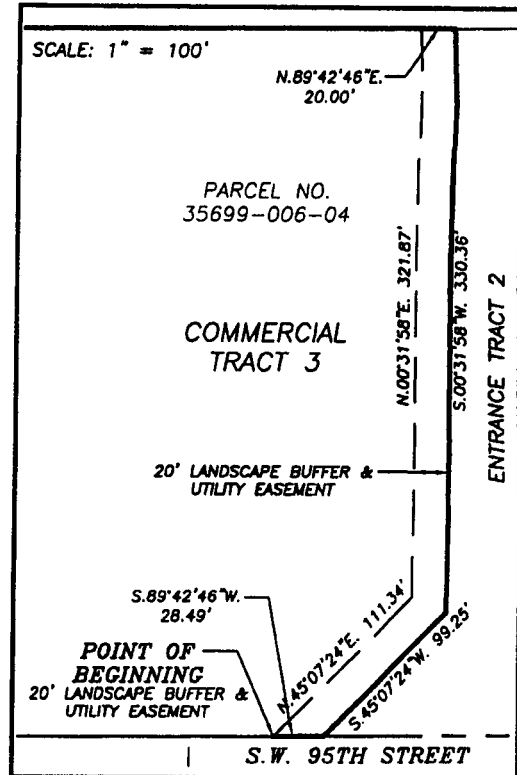
S.W. 60TH AVENUE
RIGHT OF WAY WIDTH VARIES

WEST BOUNDARY OF SECTION 21,
TOWNSHIP 16 SOUTH,
RANGE 21 EAST



NOTE ~ THIS IS NOT A SURVEY!

SEE SHEET 1 OF 2
FOR DESCRIPTION, NOTES &
SURVEYOR'S CERTIFICATION



R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park • 1309 S.E. 25th Loop • Suite 103 • Ocala, FLORIDA 34471
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REGINALD M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897 - KELLE BOYER, S.I.T.

DRAWN:	K.L.J.	J.O.# 05524
REVISED:		DWG.# 05524SK SPLIT R
CHECKED:	T.P.B.	COMMERCIAL TRACT 3
APPROVED:	T.P.B.	SHEET 2 OF 2
SCALE: 1" = 200'		COPYRIGHT © MAY, 2018

**EXHIBIT G
COMMERCIAL TRACT 4**

See attached.

**SKETCH OF DESCRIPTION FOR:
JOHN RUDNIANYN**

DESCRIPTION: (COMMERCIAL TRACT 4)

A PORTION OF THE N.W. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF SAID SECTION 21; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 21, S.00°32'01"W., A DISTANCE OF 40.19 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°42'34"E., A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE (RIGHT OF WAY WIDTH VARIES), THENCE ALONG SAID EAST RIGHT OF WAY LINE, S.00°32'01"W., A DISTANCE OF 2458.24 FEET; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, S.44°35'58"E., A DISTANCE OF 101.02 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE, ALONG THE NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET, N.89°42'46"E., A DISTANCE OF 1302.43 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, N.45°09'46"W., A DISTANCE OF 98.33 FEET; THENCE N.00°31'58"E., A DISTANCE OF 330.36 FEET; THENCE N.89°42'46"E., A DISTANCE OF 613.66 FEET TO A POINT ON THE WEST BOUNDARY OF BRADFORD FARMS, AS RECORDED IN PLAT BOOK 7, PAGES 193 AND 194 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID WEST BOUNDARY OF BRADFORD FARMS S.00°31'58"W., A DISTANCE OF 400.04 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET; THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID NORTH RIGHT OF WAY LINE, S.89°42'46"W., A DISTANCE OF 543.29 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 5.58 ACRES, MORE OR LESS.

SUBJECT TO A 20 FOOT LANDSCAPE BUFFER AND UTILITY EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF SAID SECTION 21; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 21, S.00°32'01"W., A DISTANCE OF 40.19 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°42'34"E., A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE (RIGHT OF WAY WIDTH VARIES), THENCE ALONG SAID EAST RIGHT OF WAY LINE, S.00°32'01"W., A DISTANCE OF 2458.24 FEET; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, S.44°35'58"E., A DISTANCE OF 101.02 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE, ALONG THE NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET, N.89°42'46"E., A DISTANCE OF 1302.43 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, N.45°09'46"W., A DISTANCE OF 98.33 FEET; THENCE N.00°31'58"E., A DISTANCE OF 330.36 FEET; THENCE N.89°42'46"E., A DISTANCE OF 20.00 FEET; THENCE S.00°31'58"W., A DISTANCE OF 322.22 FEET; THENCE S.45°09'46"E., A DISTANCE OF 109.81 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF S.W. 95TH STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S.89°42'46"W., A DISTANCE OF 28.22 FEET TO THE POINT OF BEGINNING.

SHEET 1 OF 2

ONE IS NOT COMPLETE WITHOUT THE OTHER
SEE SHEET 2 OF 2 FOR SKETCH

NOTES:

1. DATE OF SKETCH: AUGUST 13, 2019.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE ASSUMED BASED ON THE WEST BOUNDARY OF THE N.W. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST AS BEING S.00°32'01"W.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

***NOTE* ~ THIS IS NOT A SURVEY!**

LEGEND UNLESS OTHERWISE NOTED

- ⊕ = CENTERLINE OF RIGHT OF WAY
O.R. = OFFICIAL RECORDS OF MARION COUNTY
- - - = BROKEN LINE; NOT DRAWN TO SCALE

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

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NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU
AND ASSOCIATES

PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park + 1309 S.E. 25th Loop+Suite 103+Ocala, FLORIDA 34471
PHONE (352) 622-3133 + FAX (352) 369-3771 + www.rmBarrineau.com

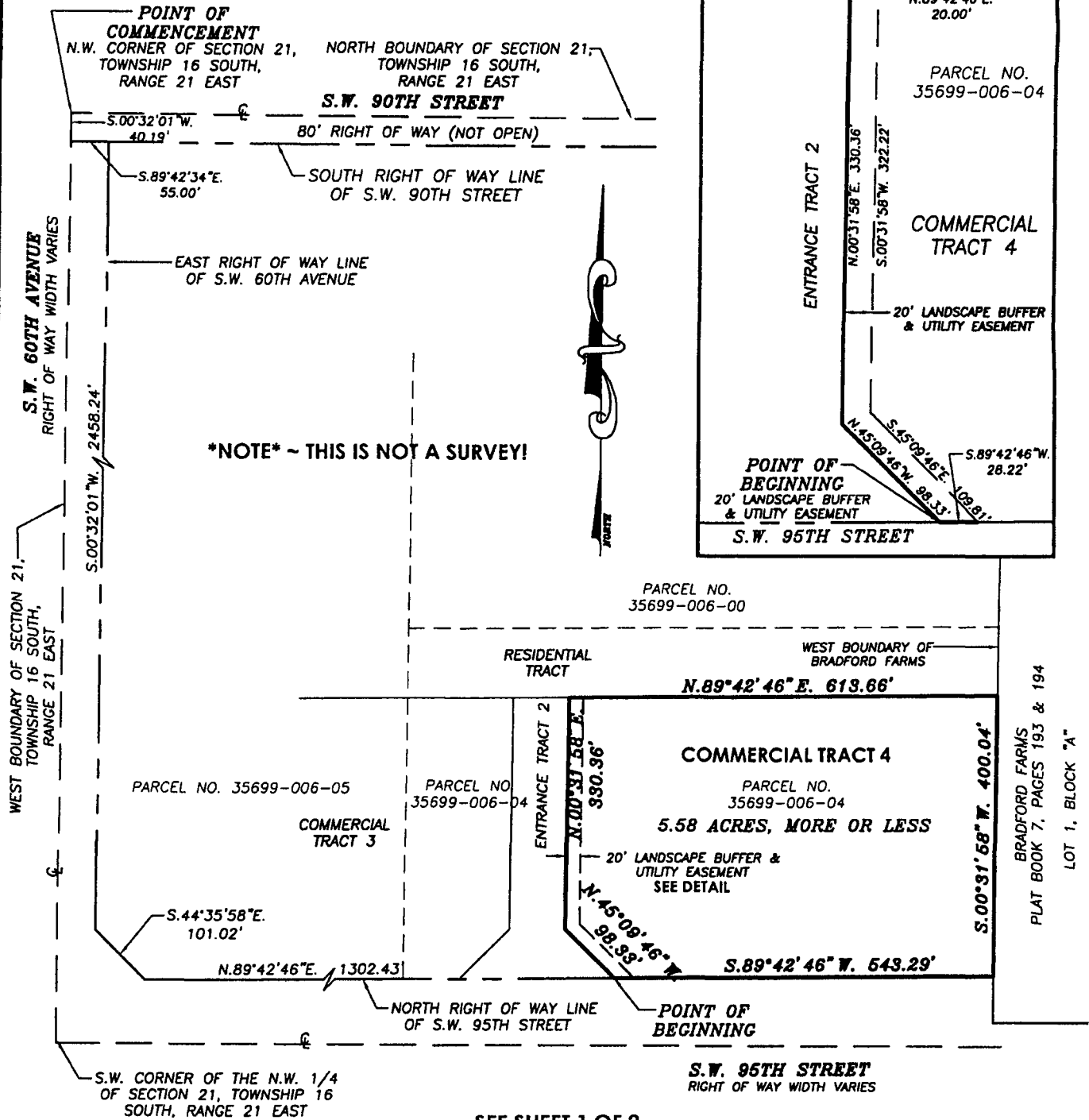
REGINALD M. BARRINEAU, P.S.M.- FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897



DRAWN:	K.L.J.	J.O.# 05524
REVISED:		DWG.# 05524SK SPLIT R2
CHECKED:	T.P.B.	X-REF: 08179
APPROVED:	T.P.B.	COMMERCIAL TRACT 4
SCALE: 1" = 200'	SHEET 1 OF 2	

SKETCH OF DESCRIPTION FOR:
JOHN RUDNIANYN

DETAIL OF 20' LANDSCAPE BUFFER & UTILITY EASEMENT:



SEE SHEET 1 OF 2

FOR DESCRIPTION, NOTES & SURVEYOR'S CERTIFICATION

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DRAWN:	K.L.J.	J.O.# 05524
REVISED:		DWG.# 05524SK SPLIT R2
CHECKED:	T.P.B.	X-REF: 08179
APPROVED:	T.P.B.	COMMERCIAL TRACT 4
SCALE: 1" = 200'	SHEET 2 OF 2	

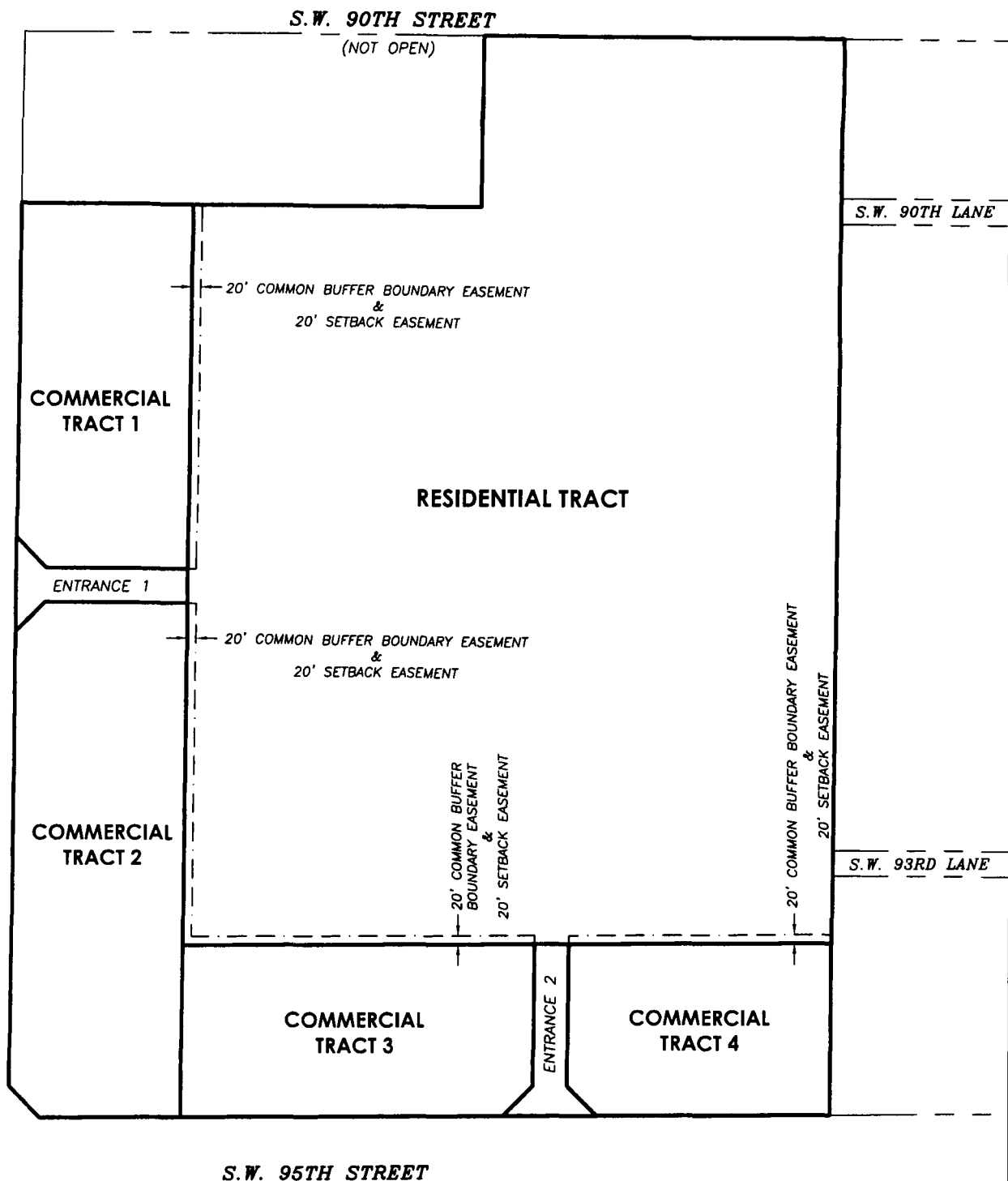
EXHIBIT H
SKETCH OF COMMON BOUNDARY BUFFER EASEMENT
AND SETBACK EASEMENT

See attached.

MASTER SKETCH



S.W. 60TH AVENUE



***NOTE* ~ THIS IS NOT A SURVEY!**



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AND ASSOCIATES



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REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	K.L.J.	J.O.# 05524
REVISED:		DWG.# 05524COMPOSITE_R9
CHECKED:	T.P.B.	COUNTY
APPROVED:	T.P.B.	SHEET 1 OF 1
SCALE: 1" = 350'		COPYRIGHT © APRIL, 2020