

October 10, 2025

PROJECT NAME: FIRESTONE OCALA FREEDOM

PROJECT NUMBER: 2024090064

APPLICATION: MAJOR SITE PLAN #32039

- 1 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.
- 2 DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: Copy of District Permit (County Interest)
STATUS OF REVIEW: INFO
REMARKS: Please provide a copy of the NPDES permit or NOI prior to construction.
- 3 DEPARTMENT: ENGIN - DEVELOPMENT REVIEW
REVIEW ITEM: 2.12.4.K - List of approved waivers, their conditions, and the date of approval
STATUS OF REVIEW: INFO
REMARKS: 10/23/24-add waivers if requested in future
- 4 DEPARTMENT: ENGIN - DEVELOPMENT REVIEW
REVIEW ITEM: Additional Development Review Comments
STATUS OF REVIEW: INFO
REMARKS: After approval, plans will be electronically stamped by the County. The applicant will receive an email indicating that approved plans are available for download and are located in the ePlans project Approved folder. For Development Review submittals, with the exception of Final Plats and Minor Site Plans, applicants are required to print, obtain required signatures, and sign and seal two 24"x 36" sets of the electronically stamped approved plan and deliver them to the Office of County Engineer, Development Review Section, located at 412 SE 25th Avenue Ocala, FL 34471. Upon receipt, a development order will be issued. Until such time as that development order is issued, the project does not have final approval and construction, if applicable, shall not commence. For plans requiring As-Builts, As-Builts and associated documentation shall be submitted on paper in accordance with current county requirements.
- 5 DEPARTMENT: DOH - ENVIRONMENTAL HEALTH
REVIEW ITEM: Additional Health comments
STATUS OF REVIEW: INFO
REMARKS: Central Sewer/Central Water
- 6 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:
- 7 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: Additional Planning Items:
STATUS OF REVIEW: INFO
REMARKS: [03/04/2025 - additional comments] What is the status of platting for the site and adjoining properties. Until the status of the parcels is resolved, the plan may not be approved unless suitable waivers

are enabled; however, resolution of the issue will need to be achieved prior to obtaining and final inspections for buildings.

[02/17/2025] Waiting for Plat approval. No conditional approval for Major Site Plan permit. This item will remain as NO until the Plat is submitted and approved.

1/10/25 - No response has been provided in regard to this comment.

PRIOR COMMENT: What is the status of platting this "Tract 3" portion of the commercial area? (For instance, a plat was filed for the "Tract 1" portion, although it has not proceeded beyond its first review at this time.)

8 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 2.12.24 - Landscape requirements/6.8.6 - Buffering

STATUS OF REVIEW: INFO

REMARKS: Please provide buffering information and label on site plan using County "Types" for the buffers on each property boundary line.

[8/25/25] Type B and C buffers provided. Staff notes utilities easement in the same place as proposed buffers.

Please note that in the case the buffers are cleared, a zoning code violation would exist and the site may be subject to the code enforcement process, at the property owner's risk.

9 DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: Additional Zoning comments

STATUS OF REVIEW: INFO

REMARKS: Please note that creation of additional commercial parcels for future development along this corridor will require approval of Preliminary Plat, Improvement Plan, and Final Plat.

10 DEPARTMENT: ENGTRF - TRAFFIC REVIEW

REVIEW ITEM: 6.11.4.B - Cross access

STATUS OF REVIEW: NO

REMARKS: 8/27/25 - Applicant submitted customized amendment language that was agreeable to OCE Traffic for legal review, however, a signatory indicated further language may be needed as an alternative to public access. Explained to applicant and signatory that removing public access in favor of alternative language would require DRC approval. Otherwise, the legal review process for the amended language is ready to move forward.

8/1/25 - Following an extensive review, the required public cross-access has not been provided. Reference documents provided indicate flexible terms of access by participants within the development but not by the public. Recommendation is to utilize the County pre-approved cross-access agreement form, exhibiting the implied cross-access represented by the plans and clearly specifying the extent of the cross-access being provided on sheet C1.1.

4/21/25 - Easement details are being finalized - plan approval subject to recorded easement.

3/21/25 - Cross access is adequately shown as indicated; it is understood that recording easement is a work in progress - unable to approve until easement matching plans is recorded.

2/17/25 - Cross access easement must be recorded or shown on approved plat prior to final plan approval.

12/23/24 - 1) Ensure cross access easement is shown on plans. 2) Need to verify recording of easement as applicant has stated would be done to enable final plan approval.

11/1/24 - A minimum of 24' wide paved public ingress / egress cross-access easement is required parallel to SW 95th Street from property line to property line and must be specified on plans. The heavy-duty pavement area satisfies the pavement requirement. Contact Cheryl Weaver in the Right-of-Way Office at 352-671-8679 to obtain the appropriate template and for recording the easement which must be executed prior to final plan approval.



**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

AR 32039

DEVELOPMENT REVIEW PLAN APPLICATION

Date: 09/16/2024

mm/dd/yyyy

A. PROJECT INFORMATION:

Project Name: Firestone Ocala Freedom

Parcel Number(s): 35699-006-06

Section 21 Township 16 Range 21 Land Use Commercial Zoning Classification B2

Commercial ☒ Residential ☐ Industrial ☐ Institutional ☐ Mixed Use ☐ Other ☐

Type of Plan: Major Site Plan

Property Acreage 3.57 Number of Lots 1 Miles of Roads

Location of Property with Crossroads Near the NW Corner of SW 95th Street & SW 57th Avenue, Ocala

Additional comments regarding this submittal

B. CONTACT INFORMATION (fill in as applicable):

Engineer:

Jennifer Smart, Permit Coordinator

Firm Name: Common Oak Engineering, LLC Contact Name: Jeremy Anderson, P.E.

Mailing Address: 4020 Edgewater Drive City: Orlando State: FL Zip Code: 32804

Phone #: (407) 951-5915 Alternate Phone #

Email(s) for contact via ePlans: Jennifer@CommonOakEngineering.com; Jeremy@CommonOakEngineering.com

Surveyor:

Firm Name: R.M. Barrineau and Associates Contact Name: Travis Barrineau, P.S.M.

Mailing Address: 1309 SE 25th Loop, Ste 103 City: Ocala State: FL Zip Code: 34471

Phone #: (352) 622-3133 Alternate Phone #

Email(s) for contact via ePlans: travis@rmbarrineau.com

Owner:

Owner: Nation Noel Tr Rudniansyn Todd B Tr Et Al Contact Name:

Mailing Address: 2441 NE 3rd St., Ste 201 City: Ocala State: FL Zip Code: 34470

Phone # Alternate Phone #

Email address:

Developer:

Developer: Palmetto Capital Group, LLC Contact Name: Jeff Lazenby, VP of Development

Mailing Address: 632 E. Main St., Ste 301 City: Lakeland State: FL Zip Code: 33801

Phone #: (863) 808-1320 Alternate Phone #

Email address: jeff@palmettocg.com

Revised 7/2017

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(MARION COUNTY)
RECORD \$ _____

PREPARED BY AND RETURN TO:
Tim D. Haines
GRAY, ACKERMAN & HAINES, P.A.
211 NW Third Street
Ocala, FL 34475

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

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS
FOR
FREEDOM CROSSINGS COMMERCIAL**

KNOW ALL MEN BY THESE PRESENTS, this **FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR FREEDOM CROSSINGS COMMERCIAL** (the “*Declaration*”) is made and entered into this ____ day of _____, 2025, by **NOEL NATION and STEPHEN GREENE, AS SUCCESSOR CO-TRUSTEES OF THE 358 ACRE LAND TRUST DATED FEBRUARY 4, 2004**, and **TODD B. RUDNIANYN, INDIVIDUALLY AND AS TRUSTEE FOR SWEENEY 2, SWEENEY 3N, SWEENEY 3S, SWEENEY 4 LAND TRUST AGREEMENT, dated June 1, 2007**, and **FREEDOM CROSSINGS LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY**, collectively referred to herein as “*Declarant*”, and by **PALMETTO OCALA – FREEDOM LOT 13, LLC, A FLORIDA LIMITED LIABILITY COMPANY (“Palmetto”)**.

WITNESSETH:

WHEREAS, Declarant is Declarant pursuant to that certain Declaration of Covenants, Restrictions and Easements for Freedom Crossing Commercial recorded in OR Book 8665, Page 1324, Public Records of Marion County, Florida, and re-recorded in OR Book 8670, Page 620, Public Records of Marion County, Florida (the “*Declaration*”); and

WHEREAS, Declarant and Palmetto are the owners of all of the Property, as that term is defined in the Declaration; and

WHEREAS, Declarant and Palmetto, as the owners of all of the Property constitute all persons required to amend the Declaration pursuant to its terms and conditions, including pursuant to Section 13.1 thereof; and

WHEREAS, Declarant and Palmetto desire to amend the Declaration to provide for a public easement, and to notify Owners of the requirements of County approval with regard to the location or relocation of Access Areas, including Shared Drives and Shared Curb Cuts, as more particularly set forth hereinafter.

NOW, THEREFORE, with the intention they be legally bound, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. **INCORPORATION OF RECITALS; DEFINITIONS.** The undersigned confirm that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration.
2. **AMENDMENT OF SECTION 1.24.** Section 1.24 is hereby amended and henceforth shall read as follows:

1.24 ***“Shared Drive”*** – shall mean and refer to an open drive aisle through the Access Areas of the Property located substantially within the area identified on **Exhibit “1”** as ***“45’ Ingress, Egress & Utilities Easement”*** and more particularly described on the attached **Exhibit “C”**. The Shared Drive may be relocated or reconfigured, including by the addition or relocation of connections to Shared Curb Cuts, subject to approval by County of such relocation, reconfiguration, or addition pursuant to its site plan approval process, by amendment or supplement hereto executed by the Declarant..
3. **AMENDMENT OF SECTION 2.7.** Section 2.7 is hereby amended and henceforth shall read as follows:

2.7. **Cross Easement Area.** The Declarant hereby retains, and grants to the Owner of each Lot, as well as all Permitted Users, an easement over, upon, and across the Access Areas (including the Shared Drives and any Shared Curb Cuts) in common with all others entitled to use the same, and their Permitted Users for the passage (but not parking) of passenger, service and delivery vehicles over and across the Access Areas (including the Shared Drives and any Shared Curb Cuts), the passage and accommodation of pedestrians over and across the Access Areas (including the Shared Drives and any Shared Curb Cuts), and the installation of utility services serving the Lots, with all improvements located within the Access Areas (including the Shared Drives and any Shared Curb Cuts) including, but not limited to, roads, curbing, sidewalks and utilities, subject to the approval by the County, through its site plan approval and permitting process, and the ARB, to assure utilization of the Access Areas and the Shared Drives and Shared Curb Cuts, and the construction and maintenance of improvements therein, for the benefit of all Lot Owners. By acceptance of a deed to a Lot each Owner acknowledges that Access Areas, Shared Drives and Shared Curb Cuts shall be located with the approval of the ARB and the County to provide for the efficient and orderly flow of traffic, and that some Lots are intended to access adjacent rights-of-way by way of Access Areas and/or Shared Drives located on adjacent Lots, and some such Lots will not be entitled to direct access to, or curb cuts on, such adjacent public rights-of-way. Subsequent to any installation of any improvements in the Access Areas (including the Shared Drives and any Shared Curb Cuts) notwithstanding that such improvements are for the purpose of shared vehicle and pedestrian access (i.e., road rights-of-way, curbing, sidewalks etc.), all costs and expenses of maintaining, repairing, or replacing the same shall be borne by the Owner of the Lot within which said Access Areas are located. Each Owner agrees that it will maintain the paving, sidewalk, and curbing and other Improvements upon or under each portion of the Access Areas (including the Shared Drives and any Shared Curb Cuts) located upon their Lot in good condition. In the event of any failure of any Owner to maintain any Access Areas for which it is responsible in good condition in accordance with the provisions of this Section, which failure continues for greater than thirty (30) days after receipt by the defaulting Owner of written notification from any non-defaulting Owner, any non-defaulting Owner shall be entitled to:

- 2.7.1. enter upon the defaulting Owner's Lot for the purpose of the performance of such maintenance activities as are necessary to restore the improvements upon or under the Access Areas of the other Lot in good condition; and
- 2.7.2. expend such funds as are reasonably necessary to provide the necessary maintenance and improvements under or upon the Access Areas; and
- 2.7.3. submit an immediate invoice to the defaulting Owner for the reasonably expended funds, which shall be due and payable immediately upon notice of the invoice bill.

Nothing contained within this Section shall require a non-defaulting Owner to provide maintenance services for the defaulting Owner's Lot. The non-defaulting Owners may elect, in their sole discretion, to proceed against the defaulting Owner for breach of its obligations under this Declaration.

All Owners shall have the right to reconfigure, reduce, enlarge, repair, replace or otherwise make changes to the Access Areas located upon the Owner's Parcel only with the approval of the County (pursuant to any County permitting and site plan approval rules and regulations) and the ARB. In the case of reconfiguration, modification, or closing of any Shared Curb Cuts or any portion of the Shared Drives the same shall also require the approval of all the Owners and their then tenants (with the exception of the creation of a new Shared Curb Cuts approved by the County and the ARB the construction of which, and connection to the Shared Drives of which, shall only require the approval of the ARB and the Owner or Owners of the Lot or Lots on which the new Shared Curb Cuts are located). In the event approval by Owners and tenants is required the Owner intending to reconfigure, modify, or close a Shared Curb Cut or any portion of the Shared Drives shall provide written notice of its intention with plans depicting the same to each Owner (at the address listed with the Marion County Property Appraiser) and each tenant (at the address of the building or portion of the building occupied by such tenant or such further address as such Owner providing notice has been notified of by such tenant). Within thirty (30) days of the delivery, or refusal to accept delivery, of such notice sent US Mail certified mail, return receipt requested, postage prepaid, any Owner or tenant not objecting in writing to the reconfiguration, modification or closure shall be deemed to have consented to the same. Each Owner agrees that it will maintain the paving, sidewalk, and curbing and other Improvements upon or under each portion of the Access Areas located upon their Lot, subject to the right to reconfigure the same, in good condition. To the extent any Access Areas have been properly designated Limited Access Areas the rights granted herein may be limited consistent with said designation.

To the extent that permits, licenses and easements over, upon, or under the Common Areas or Access Areas (including specifically all improved or landscaped portions of each Lot, but specifically excluding all portions of any Lot lying under a Building or contemplated Building (as determined by the ARB)) are necessary so as to facilitate the connection by the Owner of a Lot of the Access Areas located on its Lot to the Shared Drives and Shared Curb Cuts or other Access Areas on an adjacent Lot, each Owner and its heirs, successors and assigns, do hereby designate and appoint the Declarant and the ARB as its agents and attorneys-in-fact with full power in its name, place and stead, to execute instruments creating, granting, or modifying such easements; and provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas or the Access Areas and landscaped areas on any Lot, and shall be located and limited as reasonably necessary, in the determination of the Project Engineer to minimize any requirement of reconfiguration of existing Improvements to Access Areas.

The access easement set forth herein is retained in the favor of the Owner of each Lot, who shall be entitled to enter upon the Access Areas and landscaped areas of any other Lot for the purposes of constructing connections to Access Areas existing on that Owner's Lot, or for purposes of

constructing Improvements to Access Areas existing on that Owner's Lot. The right of each Owner to enter upon other Lots is contingent upon that Owner providing the Owner of the Lot entered upon with reasonable notice of its intention to enter upon that Lot for the purpose of constructing or modifying Improvements to Access Areas located upon the same, or otherwise providing for connections to existing Improvement within such Access Areas or future Access Areas, and repairing, maintaining, or replacing the same, and is further conditioned upon the requirement that any such work performed upon another Owner's Lot in the installation, connection to, reconfiguration, maintenance, repair or replacement of Access Areas, and Improvements thereto, shall be done in such a fashion as to reasonably minimize the impact upon the Access Areas and landscaped areas affected, and is further conditioned upon the requirement that the Owner performing such installation, connection to, maintenance, repair, reconfiguration, or replacement shall return the Lot upon which such installation, connection to, reconfiguration, maintenance, repair or replacement is performed, including all Improvements thereto, to substantially their condition existing prior to the performance of the same, subject to any new construction, reconfigurations, or modification consistent with the purposes thereof. In the event of any dispute over the entitlement of an Owner to use the easement created hereby, or compliance with the requirements hereof, or the reasonableness of such Owner's connection to, modification of, or reconfiguration of Improvements on an adjacent Lot, the determination of the Project Engineer, shall be final.

To assure the efficient designing, installation, and use of Access Areas, and the easement contemplated hereby, the Owner of each Lot shall assure that any engineer or other designer of Access Areas and landscaping or other Improvements for its Lot coordinate with the Project Engineer, and such Owner shall employ and pay the Project Engineer to review all designs and plans for such Access Areas, landscaping, and Improvements on such Owner's Lot (excluding any Building thereon except as to its location and design of landscaping and Access Areas with regard to the same), including Improvements to Access Areas. Each Owner acknowledges the intention of the Declarant, for the mutual benefit of all Owners, to have the Project Engineer participate in the configuration of Access Areas, including landscaping and other Improvements therein, to provide efficient cross access, ingress, and egress by and between the Lots, the Access Areas on each Lot, including the Shared Drives and Shared Curb Cuts. It is not the intention hereof that the Project Engineer shall require any Owner of a Lot to construct any Improvements to Access Areas specifically for the benefit of an Owner of an adjacent Lot, but that any such Improvements to Access Areas, including landscaping, shall be located to provide adequate and reasonable connections to Access Areas between Lots where appropriate.

4. **AMENDMENT OF SECTION 2.** Section 2 is hereby amended to include a new **Section 2.11 Limited Public Easement**, which shall read as follows:

Section 2.11. Limited Public Easement. By execution hereof Declarant and Palmetto acknowledge that the Shared Drive constitutes cross access or parallel access as contemplated by Section 6.11.4 B. of the Marion County Land Development Code and by execution hereof hereby dedicates the Shared Drive for the use and benefit of the public, and grants to the public a perpetual easement and right-of-way for vehicular and pedestrian ingress and egress over, across and upon the Shared Drive, the maintenance of the Shared Drive to be the responsibility, however, of the Owners of Lots as more particularly set forth herein.

5. **REAFFIRMATION.** Except as herein modified all of the terms, covenants, and conditions of the Declaration are hereby reaffirmed and ratified.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the day and year first above written.

Signed and delivered in our presence as witnesses:

Witness #1:

Signature

Print Witness #1 Name

Address: _____

**NOEL NATION, AS SUCCESSOR CO-TRUSTEE
OF THE 358 ACRE LAND TRUST DATED
FEBRUARY 4, 2004**

Witness #2

Signature

Print Witness #2 Name

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to, subscribed to and acknowledged before me by means of ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2025, by **NOEL NATION, AS SUCCESSOR CO-TRUSTEE OF THE 358 ACRE LAND TRUST DATED FEBRUARY 4, 2004**, who is:

____ Personally known to me, OR
____ Produced a driver's license as identification.

Print Name: _____
Notary Public, State of Florida
Commission Number: _____
Commission Expires: _____

Signed and delivered in our presence as witnesses:

Witness #1:

Signature

Print Witness #1 Name

Address: _____

**STEPHEN GREENE, AS SUCCESSOR CO-
TRUSTEE OF THE 358 ACRE LAND TRUST
DATED FEBRUARY 4, 2004**

Witness #2

Signature

Print Witness #2 Name

Address: _____

STATE OF ALABAMA

COUNTY OF _____

The foregoing instrument was sworn to, subscribed to and acknowledged before me by means of ☐ **physical presence** or ☐ **online notarization**, this _____ day of _____, 2025, by **STEPHEN GREENE, AS SUCCESSOR CO-TRUSTEE OF THE 358 ACRE LAND TRUST DATED FEBRUARY 4, 2004**, who is:

_____ Personally known to me, OR
_____ Produced a driver's license as identification.

Print Name: _____
Notary Public, State of Alabama
Commission Number: _____
Commission Expires: _____

Signed and delivered in our presence as witnesses:

Witness #1:

Signature

Print Witness #1 Name

Address: _____

**TODD RUDNIANYN, INDIVIDUALLY AND AS
TRUSTEE FOR SWEENY 2, SWEENY 3N,
SWEENY 3S, SWEENY 4 LAND TRUST
AGREEMENT, dated June 1, 2007**

Witness #2

Signature

Print Witness #2 Name

Address: _____

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing instrument was sworn to, subscribed to and acknowledged before me by means of ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2025, by **TODD RUDNIANYN, INDIVIDUALLY AND TRUSTEE FOR SWEENY 2, SWEENY 3N, SWEENY 3S, SWEENY 4 LAND TRUST AGREEMENT, dated June 1, 2007**, who is:

____ Personally known to me, OR
____ Produced a driver's license as identification.

Print Name: _____
Notary Public, State of Florida
Commission Number: _____
Commission Expires: _____

Signed and delivered in our presence as witnesses:

**FREEDOM CROSSINGS LAND, LLC, A FLORIDA
LIMITED LIABILITY COMPANY**

Witness #1:

Signature

Print Witness #1 Name

Address: _____

By: _____

TODD B. RUDNIANYN

Its: MANAGER

Witness #2

Signature

Print Witness #2 Name

Address: _____

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing instrument was sworn to, subscribed to and acknowledged before me by means of ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2025, by **TODD B. RUDNIANYN, MANAGER OF FREEDOM CROSSINGS LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY**, on behalf of the Company, who is:

____ Personally known to me, OR
____ Produced a driver's license as identification.

Print Name:

Notary Public, State of Florida

Commission Number:

Commission Expires:

Signed and delivered in our presence as witnesses:

Witness #1:

Signature

Print Witness #1 Name

Address: _____

Witness #2

Signature

Print Witness #2 Name

Address: _____

**PALMETTO OCALA-FREEDOM LOT 13, LLC, A
FLORIDA LIMITED LIABILITY COMPANY**

**BY: PALMETTO CAPITAL GROUP, LLC, A
FOREIGN LIMITED LIABILITY COMPANY
ITS: MANAGER**

**BY: DANIEL LAND COMPANY, INC.
ITS: MANAGER**

**BY: _____
JOHN N. DANIEL, III
ITS: PRESIDENT**

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to, subscribed to and acknowledged before me by means of ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2025, by **JOHN N. DANIEL, PRESIDENT OF DANIEL LAND COMPANY, INC., AS MANAGER OF PALMETTO CAPITAL GROUP, LLC, A FOREIGN LIMITED LIABILITY COMPANY, AS MANAGER, OF PALMETTO OCALA-FREEDOM LOT 13, LLC, A FLORIDA LIMITED LIABILITY COMPANY**, on behalf of the Company, who is:

____ Personally known to me, OR
____ Produced a driver's license as identification.

Print Name: _____
Notary Public, State of Florida
Commission Number: _____
Commission Expires: _____

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


DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 11/05/2020 03:45:45 PM
FILE #: 2020119441 OR BK 7309 PGS 347-384
REC FEES: \$324.50 INDEX FEES: \$5.00
DDS: \$0 MDS: \$0 INT: \$0

**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: stepheneskgreenella.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.

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SIGNATURES START ON NEXT PAGE**

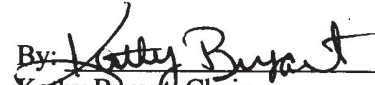
Signed and sealed in our presence as witnesses:

COUNTY

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA


Print Name: Susan McAllister


Print Name: Debra Lewter

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

ATTEST:

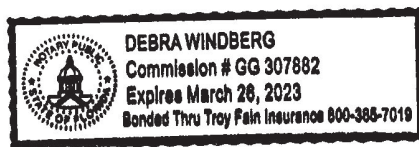

David R. Ellspermann, Clerk

Approved as to form and legality:


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.




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 Little
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
Banded 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:

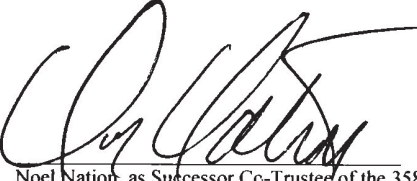
Commission Expires: 12/17/2022

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


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


Print Name: José A. Pérez

STATE OF FLORIDA
COUNTY OF Miami-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 Muzzuero
Print Name: Michael Muzzuero

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 J EGGIMANN
Commission # GG 948307
Expires January 29, 2024
Bonded Thru Budget Notary Services

Belinda J Eggimann
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°35'58"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 585.00 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:

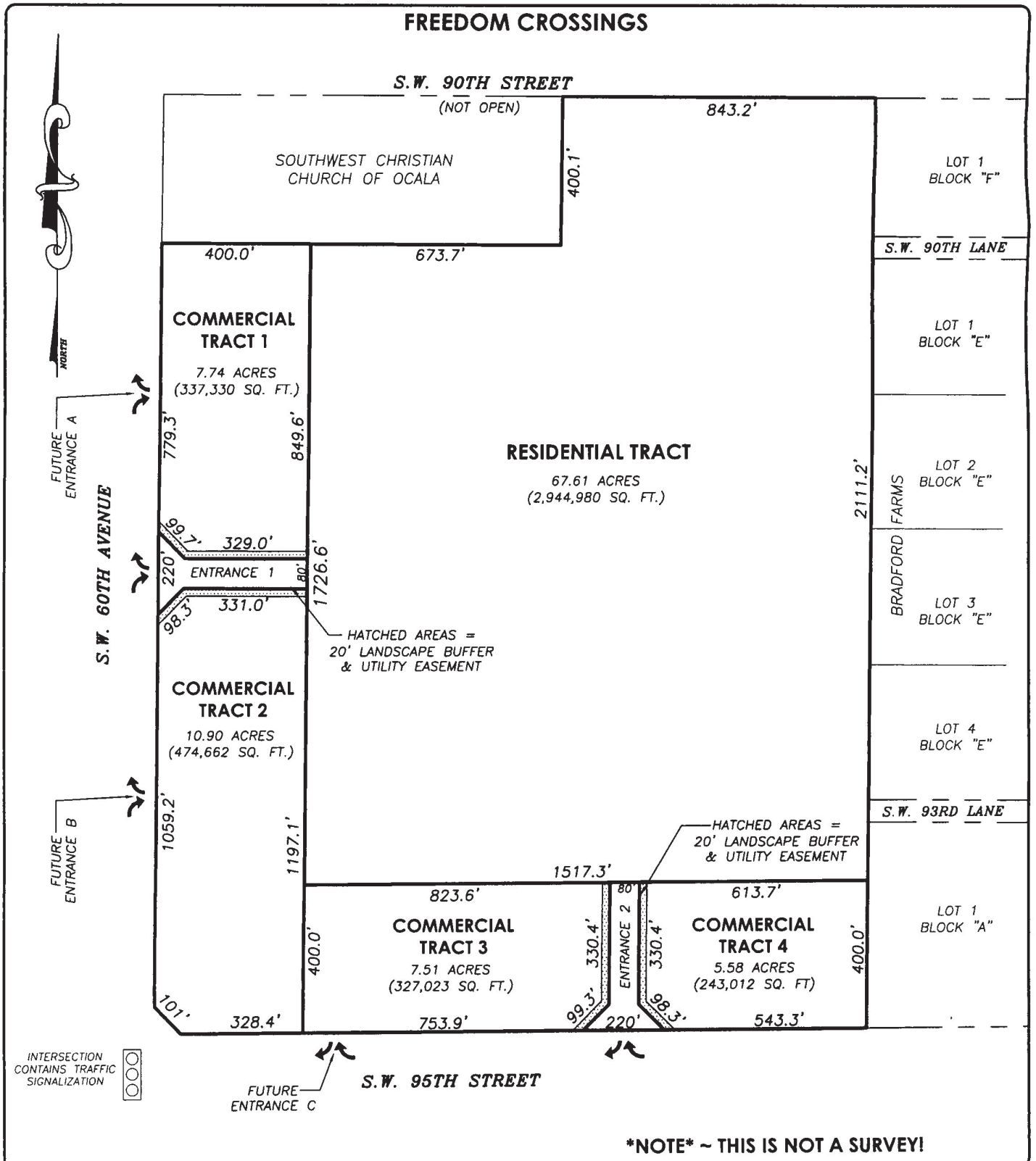
COMMENCE AT THE N.W. CORNER OF THE N.W. 1/4 OF SAID SECTION 21; THENCE ALONG THE NORTH BOUNDARY OF SAID N.W. 1/4, S.89°42'14"E., A DISTANCE OF 1972.10 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°31'58"W., A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PROPOSED S.W. 90TH STREET (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 THEREOF RECORDED IN PLAT BOOK 'Z', 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 409.05 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



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

R.M. BARRINEAU
AND ASSOCIATES

PROFESSIONAL SURVEYORS & MAPPERS

Oakhurst Professional Park + 1309 S.E. 25th Loop + Suite 103 + Ocala, FLORIDA 34477

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.# 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

COPYRIGHT © AUGUST, 2019

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 1
SCALE: 1" = 200'	SHEET 1 OF 2	

SKETCH OF DESCRIPTION FOR:
JOHN RUDNIANYN

SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST



POINT OF
COMMENCEMENT
N.W. CORNER OF SECTION 21,
TOWNSHIP 16 SOUTH,
RANGE 21 EAST

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

S.W. 90TH STREET

80' RIGHT OF WAY (NOT OPEN)

SOUTH RIGHT OF WAY LINE
OF S.W. 90TH STREET

PARCEL NO. 35699-006-01
LANDS DESCRIBED IN O.R. BOOK 3148, PAGE 164

POINT OF BEGINNING
FOR COMMERCIAL TRACT 1
S.W. CORNER OF LANDS DESCRIBED
IN O.R. BOOK 3148, PAGE 164

SOUTH BOUNDARY OF
LANDS DESCRIBED IN
O.R. BOOK 3148, PAGE 164

S.89°41'32"E. 400.00'

EAST RIGHT OF WAY LINE
OF S.W. 60TH AVENUE

***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

**COMMERCIAL
TRACT 1**
**7.74 ACRES,
MORE OR LESS**

POINT OF BEGINNING
FOR 20' LANDSCAPE BUFFER &
UTILITY EASEMENT

N.44°52'36"W. 99.74'

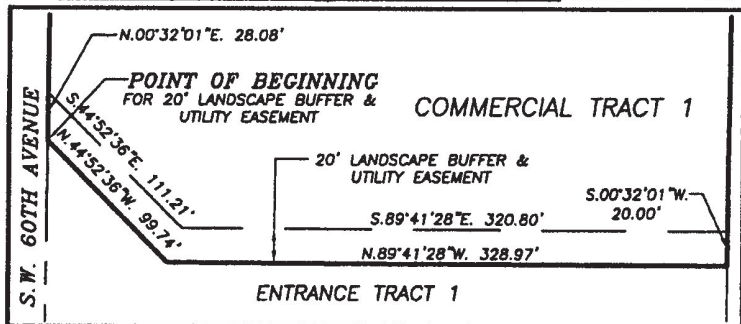
20' LANDSCAPE BUFFER &
UTILITY EASEMENT
SEE DETAIL

N.89°41'28"W. 328.97'

ENTRANCE TRACT 1

PARCEL NO. 35699-006-03

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



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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 5081
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 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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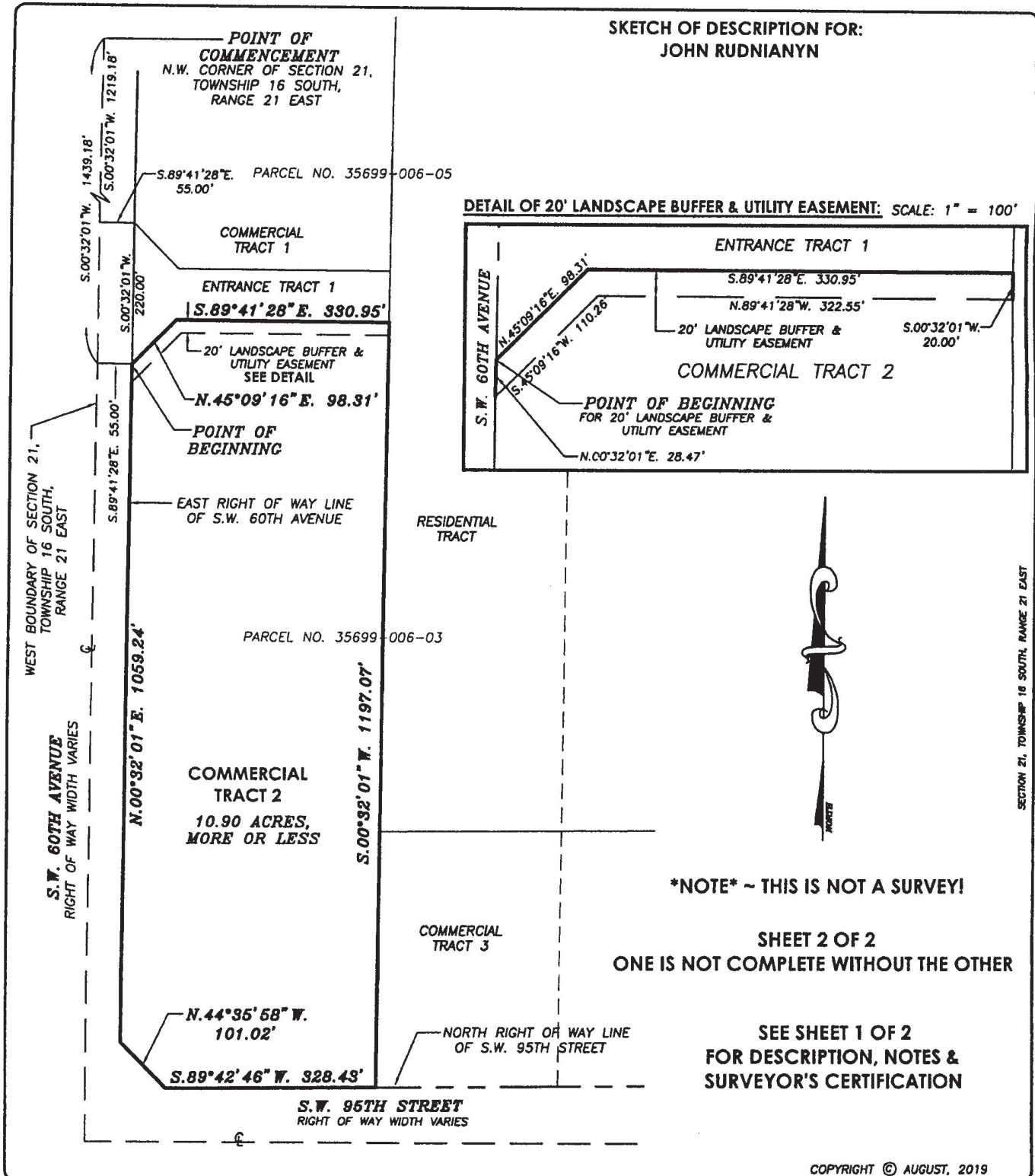
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AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park • 1309 S.E. 25th Loop • Suite 103 • Ocala, FLORIDA 34471
PHONE (352) 622-3133 • FAX (352) 369-3771 • www.rmBarrineau.com

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 2
SCALE: 1" = 200'	SHEET 1 OF 2	



R.M. BARRINEAU
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REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 6091
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 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.
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SURVEYOR'S CERTIFICATION:

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

LEGEND UNLESS OTHERWISE NOTED

- CL = 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.

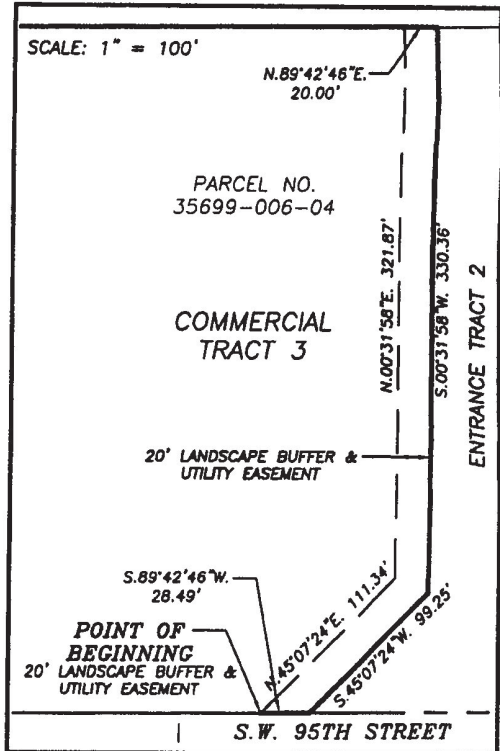
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AND ASSOCIATES
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TRAVIS P. BARRINEAU, P.S.M. - LS 6897

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 3
SCALE: 1" = 200'	SHEET 1 OF 2	

DETAIL OF 20' LANDSCAPE BUFFER & UTILITY EASEMENT:



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 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"E., 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.
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***NOTE* ~ THIS IS NOT A SURVEY!**

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SIGNATURE DATE

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OF R.M. BARRINEAU & ASSOCIATES, INC.

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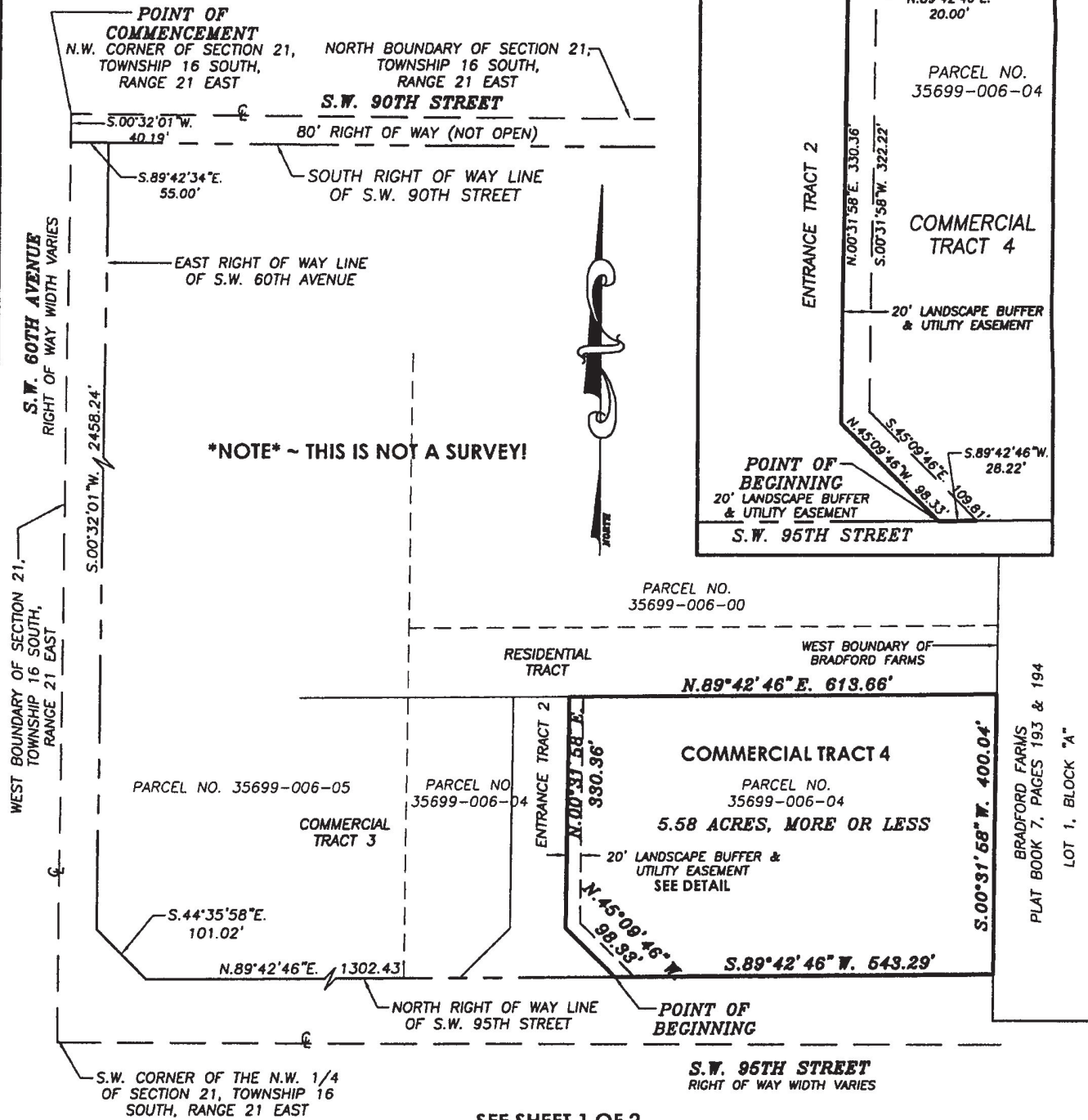


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REGINALD M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	K.L.J.	J.O.# 05524
REVISED:		DWG.# 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:



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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 6657



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. 90TH STREET

(NOT OPEN)

S.W. 90TH LANE

COMMERCIAL TRACT 1

RESIDENTIAL TRACT

ENTRANCE 1

20' COMMON BUFFER BOUNDARY EASEMENT
&
20' SETBACK EASEMENT

20' COMMON BUFFER BOUNDARY EASEMENT
&
20' SETBACK EASEMENT

COMMERCIAL TRACT 2

20' COMMON BUFFER BOUNDARY EASEMENT
&
20' SETBACK EASEMENT

20' COMMON BUFFER BOUNDARY EASEMENT
&
20' SETBACK EASEMENT

S.W. 93RD LANE

COMMERCIAL TRACT 3

ENTRANCE 2

COMMERCIAL TRACT 4

S.W. 95TH STREET

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



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 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

From: [Pool, Aaron](#)
To: [Hathaway, Kelly](#); [Sapp, Sandra](#); [Woods, Elizabeth](#)
Subject: FW: Legal Opinion On Cross Access 2025-954
Date: Friday, October 10, 2025 10:05:33 AM
Attachments: [image001.png](#)
[First Amendment to Declaration 10-8-25 \(TDH\).docx](#)
[Access Management Agreement 7309-347.pdf](#)

Hello,

Please see the response from Legal. This relates to AR32039.

Cross access was addressed in 2020 through a Development Agreement.

Thank you,

Aaron Pool

Land Development Manager

Office of the County Engineer

Main: 352-671-8686

[Empowering Marion for Success!](#)

From: Blackburn, Linda <Linda.Blackburn@marionfl.org>
Sent: Friday, October 10, 2025 9:36 AM
To: Pool, Aaron <Aaron.Pool@marionfl.org>
Subject: FW: Legal Opinion On Cross Access 2025-954

Solely for purposes of clarification concerning the legal opinion response to LRM 2025-0954:

This specific LRM inquired whether the public cross access easement could be included in declarations and covenants. I said that it cannot and must be by separate easement with the County. That opinion is still valid. The issue concerning cross access in Freedom Crossing is something different. What is going on here is that back in 2020, the BCC and whomever was at the helm at the OCE then, allowed the issue of cross-access between unknown and future property owners (commercial and residential) to be handled internally between their own property owners while also agreeing to limit driveway access to major roadways - basically contracting around the LDC. This does not change the Code. It honors that specific agreement and any amendments to it.

Linda Blackburn

Assistant County Attorney

County Attorney

Main: 352-438-2330

[Empowering Marion for Success!](#)

From: Tim Haines <Thaines@gahlaw.com>

Sent: Thursday, October 9, 2025 5:57 PM

To: 'Todd Rudnianyn' <toddrud@gmail.com>

Cc: 'John Rudnianyn' <John@ipsocala.com>; 'Rachel Perez' <Rachel@ipsocala.com>; Pool, Aaron <Aaron.Pool@marionfl.org>; Blackburn, Linda <Linda.Blackburn@marionfl.org>; Cohoon, Steven <Steven.Cohoon@marionfl.org>; Straub, Tracy <Tracy.Straub@marionfl.org>

Subject: RE: Legal Opinion On Cross Access

CAUTION: THIS MESSAGE IS FROM AN EXTERNAL SENDER

This email originated from outside the organization. Do not click links, open attachments, or share any information unless you recognize the sender and know the content is safe. Report suspicious emails using the "Phish Alert" button in Outlook or contact the Helpdesk.

This will follow up my conversation of this morning with Linda. She has suggested that (my interpretation) we have been missing the forest for the trees. I believe she is correct. The attached amendment was designed to address the County's perceived need for a public easement pursuant to Section 6.11.4.B of the LDC and control of/ input into road connections and shared drive aisles. Linda points out that this is already covered by the existing Amended and Restated Access Management and Development Agreement attached. See particularly Section 2.5, 3 and 5. Section 5 in particular makes clear that the Access Management Agreement addresses and satisfies the Parallel Access/Frontage Road issues the County and I have been struggling with-including any need for a public easement.

Thank you Linda. Can our Lot owner start work? Tim

From: Tim Haines

Sent: Wednesday, October 8, 2025 9:28 AM

To: 'Todd Rudnianyn' <toddrud@gmail.com>

Cc: John Rudnianyn <John@ipsocala.com>; Rachel Perez <Rachel@ipsocala.com>; Pool, Aaron <aaron.pool@marionfl.org>; 'linda.blackburn@marionfl.org' <linda.blackburn@marionfl.org>; Cohoon, Steven <steven.cohoon@marionfl.org>

Subject: RE: Legal Opinion On Cross Access

I am copying Aaron, Linda and Steve Cohoon. I am not sure I disagree with Linda's analysis. I do disagree with her conclusion. I provided a highlighted version of the Amendment to the Declaration and failed to highlight an important provision of the same which Linda may have therefore not considered.

The relevant Code provision is, as Linda points out, 6.11.4.B: [Cross access is required to reduce the use of the public street system, provide for movement between adjacent and complementary land uses, limit access to Arterial and Collector roads, and minimize full median openings. Cross access shall be shown on the plans and shall be established through a public easement.](#)

It does not mandate the form of the public easement. Our amendment to the declaration in fact creates a public easement in new Section 2.11 (now highlighted in the attached).

I have added a new section 2 to the proposed Amendment (attached) to give additional comfort to the County that the public easement created will be configured only with County approval. I have also tweaked Section 2.11 to more closely track the language of the County form

If you have any questions please do not hesitate to contact me

From: Todd Rudnianyn <toddrud@gmail.com>

Sent: Tuesday, October 7, 2025 3:30 PM

To: Tim Haines <Thaines@gahlaw.com>

Cc: John Rudhianyn <John@ipsocala.com>; Rachel Perez <Rachel@ipsocala.com>

Subject: Fwd: Legal Opinion On Cross Access

Tim,

Can you take a look and let us know your thoughts?

Todd

----- Forwarded message -----

From: Pool, Aaron <Aaron.Pool@marionfl.org>

Date: Tue, Oct 7, 2025 at 12:49 PM

Subject: Legal Opinion On Cross Access

To: toddrud@gmail.com <toddrud@gmail.com>

Cc: Cohoon, Steven <Steven.Cohoon@marionfl.org>, Scott, Dane
<Dane.Scott@marionfl.org>

Todd,

Please find the County's Legal Department Response to the cross access CRE amendment.

Legal is directing that our standard form shall be used.

Thank you,



Aaron Pool

Land Development Manager
Office of the County Engineer

Marion County Board of County Commissioners
412 SE 25th Ave.
Ocala, FL 34471
Main: 352-671-8686

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--

Todd Rudnianyn

International Property Services Corp., Realtor

Neighborhood Storage Center Co.

352-239-1555

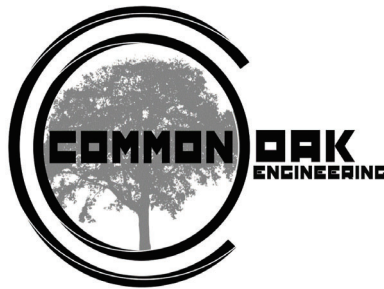
Comment & Response Letter

Firestone Ocala Freedom
Near NW Corner of SW 95th St & SW 57th Ave, Ocala, FL
PA# 35699-006-06

Application# 32039

Marion County
11800 S US Hwy 441
Bellevue, FL 34420
(352) 307-6000

Prepared by:



4020 Edgewater Drive
Orlando, FL 32804
(407) 951-5915

Comments Received: Sept 04, 2025

TRAFFIC REVIEW - (352) 671-8686 DevelopmentReview@marionfl.org.

1. Comment: Applicant submitted customized amendment language that was agreeable to OCE Traffic for legal review, however, a signatory indicated further language may be needed as an alternative to public access. Explained to applicant and signatory that removing public access in favor of alternative language would require DRC approval. Otherwise, the legal review process for the amended language is ready to move forward.
1. Response: **Cross access for this development was handled in the 2020 Development Agreement.**

Thank you,

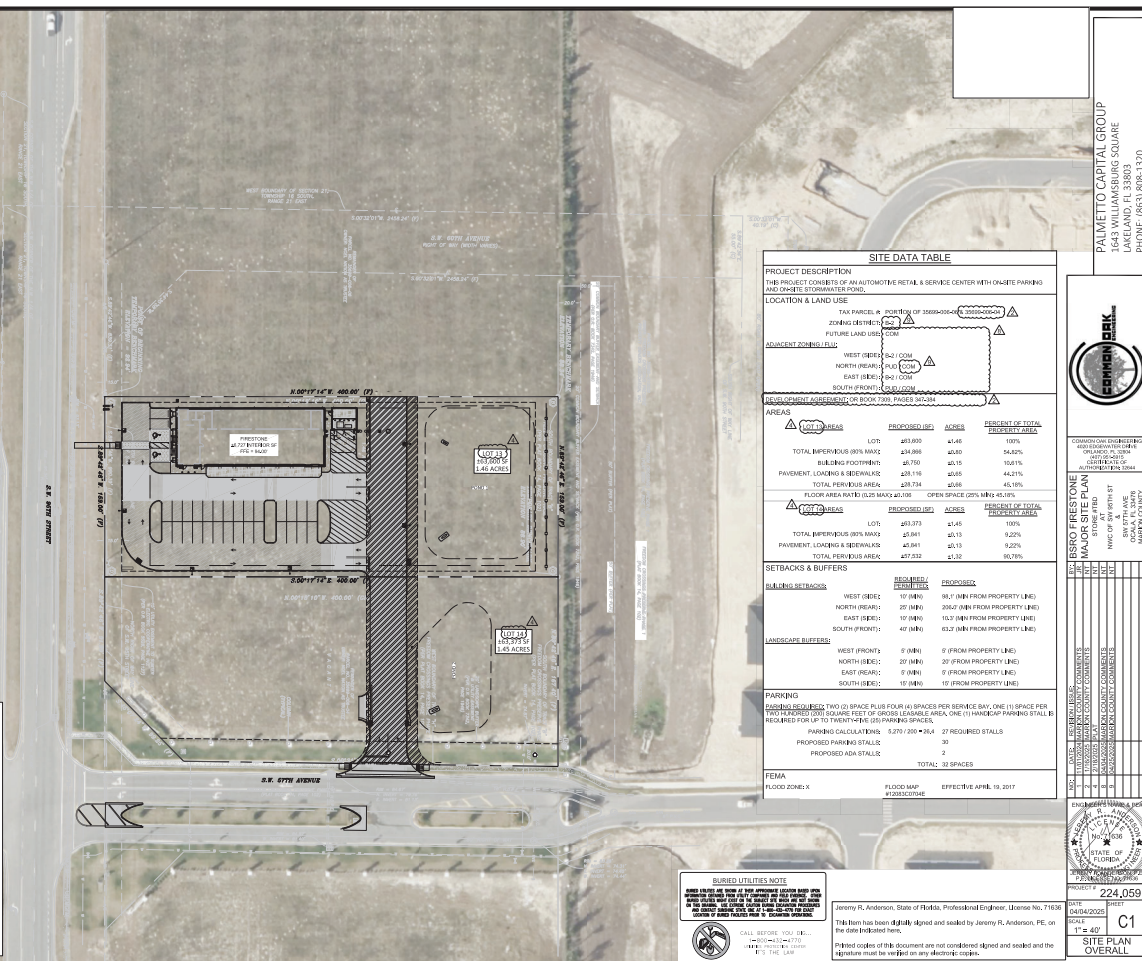


Jeremy Anderson, P.E.
Common Oak Engineering, LLC



	CONCRETE
	HEAVY DUTY ASPHALT PAVEMENT
	STANDARD DUTY CONCRETE PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	PROPOSED INGRESS/EGRESS/UTILITY EASEMENT

- NOTES:**
1. ALL ASPHALT DIMENSIONS ARE TO FACE OF CURB, UNLESS NOTED OTHERWISE.
 2. ALL REBAR'S UNLESS OTHERWISE SPECIFIED:
 3. ALL REBAR SHALL BE EPOXY COATED AND 1/2" DIA. WITH 12" ON CENTER.
 4. ALL FACED BATTERIES, HAMPS AND CROSSWALKS, MUST BE BUILT TO THE STANDARD SPECIFICATIONS FOR THE STATE OF TEXAS.
 5. ALL CONCRETE SHALL BE 4000 PSI STRENGTH.
 6. CONTRACTOR SHALL FIELD VERIFY VERTICALITY OF ALL CONNECTIONS TO EXISTING STRUCTURES.
 7. CONTRACTOR SHALL MAINTAIN RECORDS OF ANY DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS.
 8. ALL CURBUTTES ARE REQUIRED TO BE SLOOED AND RESPECTED TO A CONDITION OF THE EXISTING PAVEMENT.
 9. ALL IMPROVEMENTS ARE PARALLEL AND PERPENDICULAR TO EXISTING PAVEMENT UNLESS OTHERWISE SHOWN.
 10. THE DESIGN SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS ROAD DESIGN MANUAL.
 11. THE DESIGN SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
 12. THE PAGES LISTED "GENERAL NOTES" AS LISTED ON THE COVER PAGE SHALL BE READ AND UNDERSTOOD BY THE CONTRACTOR.
 13. SHEETS HEREIN, THE GENERAL CONTRACTOR SHALL PROVIDE A COPY OF THE LATEST EDITION OF THE TEXAS STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
 14. THE BIDDING CONTRACTOR SHALL REVIEW ALL SHEETS WITH THE PROJECT ENGINEER AT ALL DISCREPANCIES COMPLETED ON FOOT.
 15. NEW PERSONNEL ARE REQUIRED TO WORK PERFORMANCE ON THE PROJECT.
 16. MEETINGS ARE REQUIRED TO BE HELD A MINIMUM OF 48 HOURS PRIOR TO THE MEETING DATE.
 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEETING NOT COMPLETED, ANY WORK MAY BE STOPPED, TO SCHEDULE, CONTRACTOR SHALL BE RESPONSIBLE.



SITE DATA TABLE			
PROJECT DESCRIPTION			
RECONSTRUCTION OF AN AUTOMOTIVE RETAIL & SERVICE CENTER WITH ONSITE PARKING AND TRUCKS STORAGE			
LOCATION & LAND USE			
MAP REFERENCE: 1/2" = 100' OF 2250000000 ZONING DISTRICT: FUTURE LAND USE CODE ADJACENT PROPERTY:			
WEST (NEIGHBOR) 1/2" = 1/2" COM NORTH (NEIGHBOR) 1/2" = 1/2" COM EAST (NEIGHBOR) 1/2" = 1/2" COM SOUTH (NEIGHBOR) 1/2" = 1/2" COM			
DEVELOPMENT OCCUPANCY OF BLOCK 7501, PARCELS 34-010			
AREAS			
LAND USE AREAS	PROPOSED (SQ. FT.)	ACRES	PERCENT OF TOTAL PROPERTY AREA
LOTS	451,000	10.40	100%
TOTAL IMPROVED SURF AREA	434,800	10.00	94.8%
BUILDING FOOTPRINTS	167,700	3.81	16.81%
PAVEMENT, LOADING & SERVICE AREAS	267,100	6.19	44.21%
TOTAL PAVED SURF AREA	434,700	10.00	45.10%
FLOOR AREA RATIO (FAR) MAX 0.40	OPEN SPACE (20% MIN)	45.10%	10.00%
LAND USE AREAS	PROPOSED (SQ. FT.)	ACRES	PERCENT OF TOTAL PROPERTY AREA
LOTS	451,073	10.41	100%
TOTAL IMPROVED SURF AREA	434,700	10.00	92.22%
PAVEMENT, LOADING & SERVICE AREAS	43,401	0.10	9.22%
TOTAL PAVED SURF AREA	457,533	10.50	100.00%
SETBACKS & BUFFERS			
LANDSCAPE BUFFERS	REQUIREMENTS (FEET)	PROPOSED (FEET)	
WEST (SIDE)	25' (MIN)	165' (15' FROM PROPERTY LINE)	
NORTH (SIDE)	25' (MIN)	250.0' (15' FROM PROPERTY LINE)	
EAST (SIDE)	15' (MIN)	15' (MIN)	
SOUTH (SIDE)	15' (MIN)	62.7' (15' FROM PROPERTY LINE)	
LANDSCAPE BUFFERS	REQUIREMENTS (FEET)	PROPOSED (FEET)	
WEST FRONT	0' (MIN)	0' (MIN)	
NORTH (SIDE)	0' (MIN)	25' (MIN)	
EAST (SIDE)	0' (MIN)	0' (FROM PROPERTY LINE)	
SOUTH (SIDE)	15' (MIN)	15' (FROM PROPERTY LINE)	
PARKING			
ADDITIONAL REQUIRED: 20 SPACES (PLAS FOUR (4) SPACES PER SERVICE BAY, ONE (1) SPACE PER SERVICE BAY, ONE (1) SPACE PER FOUR (4) SPACES PER LEASED AREA, ONE (1) CHINESE PARKING SPACE REQUIRED FOR TWO (2) TWENTY-FOUR (24) SPACES.			
PARKING CALCULATION:	5,275 / 200 = 26.4	27 REQUIRED SPACES	
PROPOSED PARKING TOTAL:	2		
PROPOSED ADA STALLS:	2		
	20	20 SPACES	
	2	2 SPACES	
FEASIBILITY	FLUMP MAP	EFFECTIVE AREA, 18, 2017	

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PALMETTO CAPITAL GROUP
1643 WILLIAMSBURG SQUARE
LAKELAND, FL 33803
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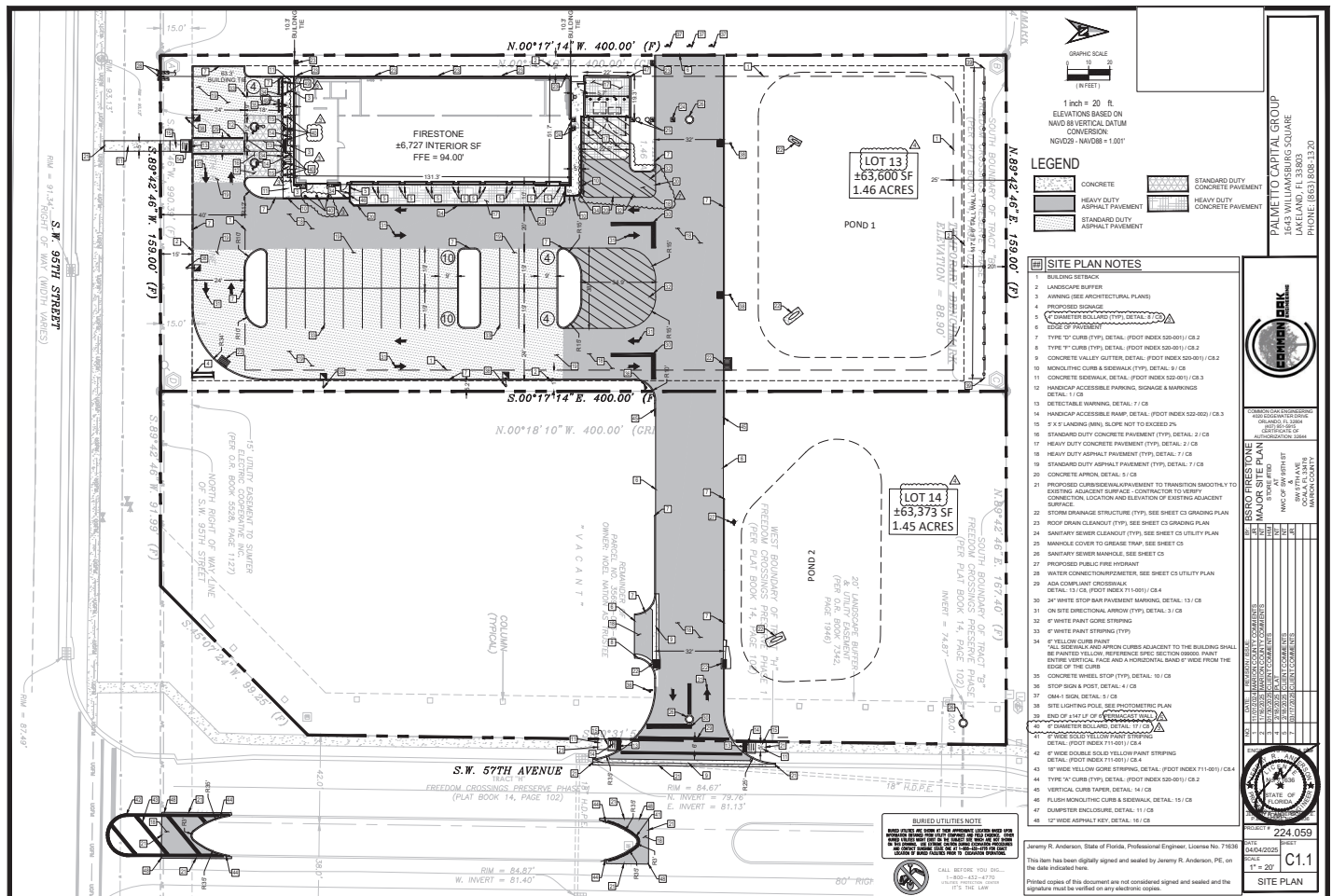
COMMON OAK ENGINEERING
4620 EDGEWATER DRIVE
ORLANDO, FL 32834
(407) 551-0815
GERALD@COE-FLA.COM
AUTHOR/CAT# 22644

**FSR FIRESTONE
MAJOR SITE PLAN**
STORE #7BD
AT
NWC OF SW 50TH ST
&
SW 57TH AVE
OCALA, FL 33476
MADISON COUNTY

NO.	DATE	REVISION/ISSUE	BY
1	11/01/2024	MARION COUNTY COMMENTS	JRC
2	1/16/2025	MARION COUNTY COMMENTS	NT
3	2/18/2025	FINAL	NT
4	3/04/2025	MARION COUNTY COMMENTS	NT
5	3/25/2025	MARION COUNTY COMMENTS	NT

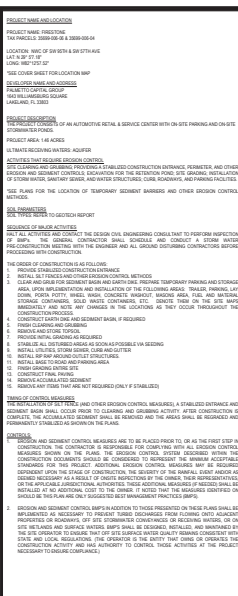
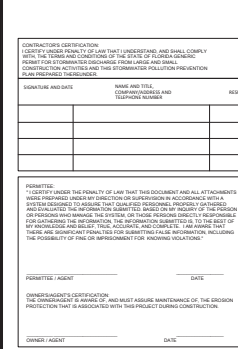


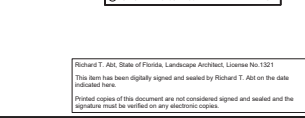
PRODUCT #	224.059	
DATE	04/04/2025	SHEET C1
SCALE	1" = 40'	
SITE PLAN OVERALL		

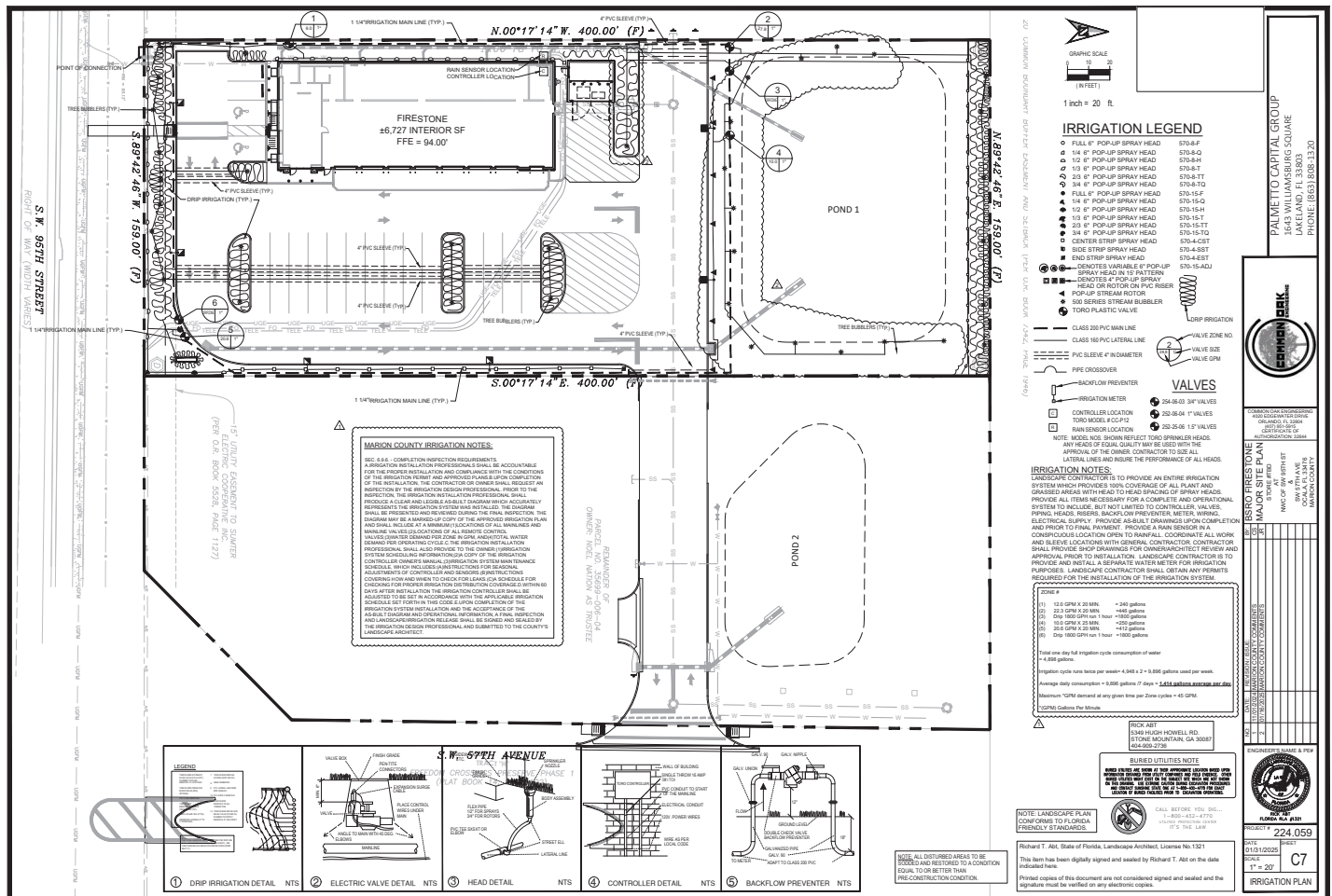






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[illegible]



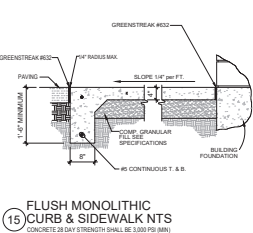
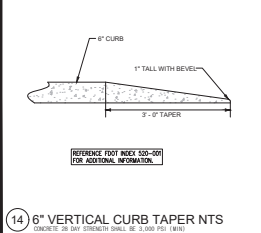
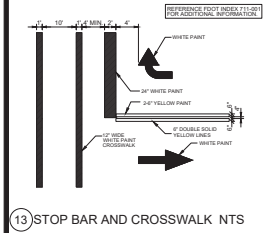
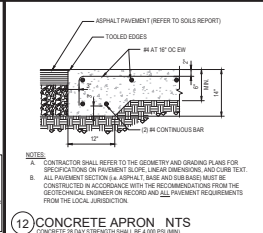
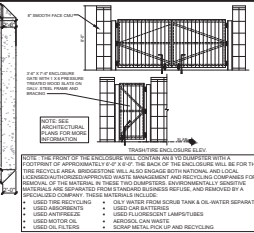
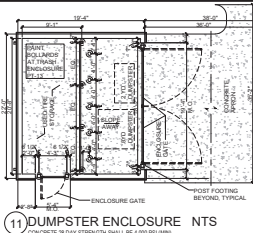
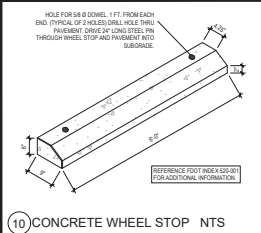
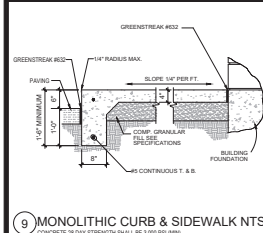
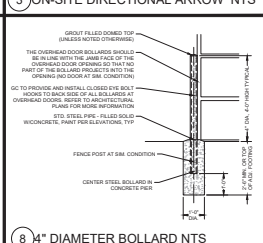
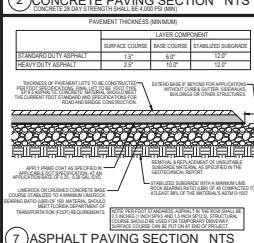
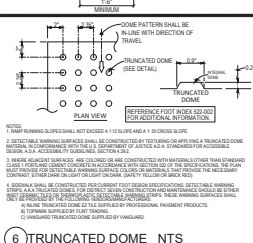
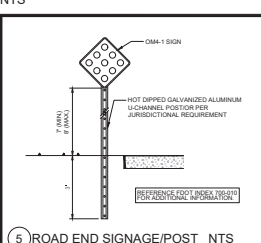
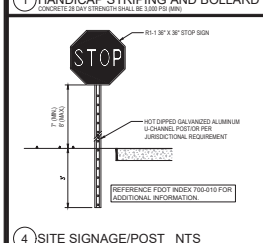
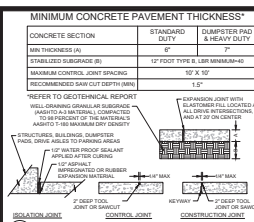
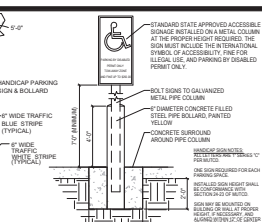
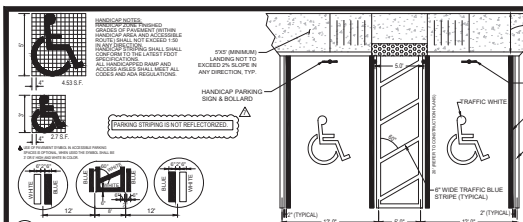
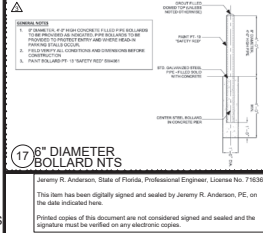


Diagram illustrating the cross-section of a 12" wide asphalt key detail. The diagram shows a cross-section of a road surface with a 12" wide key detail. The key detail is a rectangular section of the road surface, 12 inches wide, that is cut out of the existing pavement. The key detail is shown with a 1/2 inch surface course. The existing pavement to be sawcut is shown on either side of the key detail. The existing road surface is shown below the key detail. The diagram is labeled with "MILL 1/2\"



TYPE A

TYPE E

TYPE F

SKOULDER GUTTER

TYPE A, TYPE E, TYPE F, AND SKOULDER GUTTER
(Other Types Allowed)

CONCRETE BUMPER GUARD

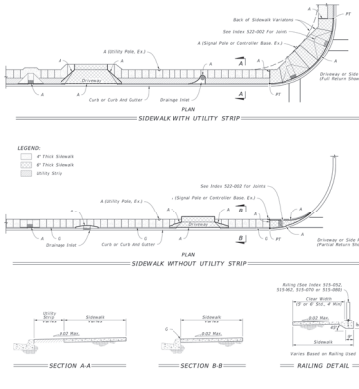
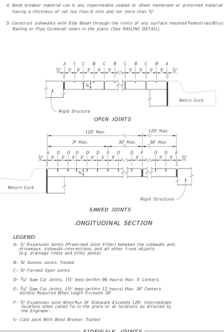
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LAST REVISION 11/01/21	DESCRIPTION:	FY 2024-25 STANDARD PLANS	CURB AND GUTTER INDEX 520-001	SHEET 3 of 3
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GENERAL NOTES:

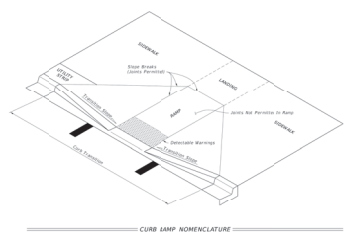
1. Construct sidewalks in accordance with Specification 502 (use of concrete for footwalks and curb) unless otherwise noted. Sidewalks shall be constructed on a prepared subgrade and shall be finished to provide a smooth, even surface.
2. Include detectable warnings in sidewalk curb ramps in accordance with Index 522-002.
3. For footwalks see Index 52-003.
4. Best practice material can be any impervious coated or sheet membrane or precast material having a thickness of not less than 1/8 inch and not more than 1/2 inch.
5. Construct sidewalks with clear finish through the lines of any surface mounted water drainage basins or flow control devices in the gutter (see Index 522-002).



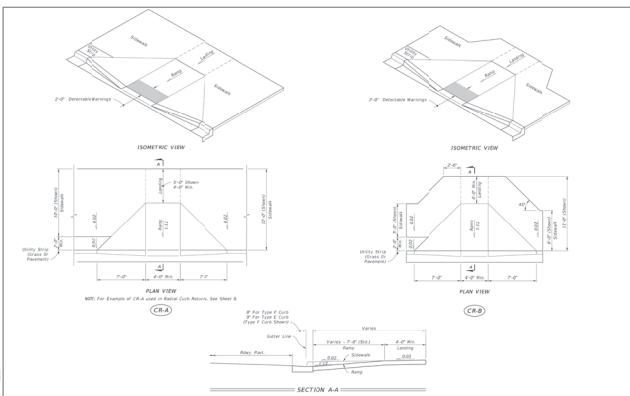
LAST REVISION	DESCRIPTION	DATE	BY	CHKD	APP'D
11/01/18	SDOT FY 2024-25 STANDARD PLANS				
	CONCRETE SIDEWALK	522-001	1 of 2		

GENERAL NOTES:

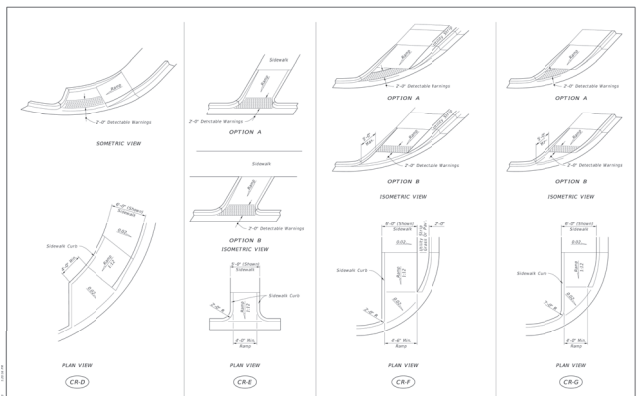
1. Curb Ramp and Ramps:
 A. Sidewalk, ramp and landing slopes (1:1, 0.02, 0.05, and 1:12) shown in this Index are minimums. A steeper slope may be required for the surface finished slope when the requirements cannot be met.
 B. Maintain a single longitudinal slope along each side of the curb ramp.
 C. Ramp slopes shall be required to provide 1/2 inch of height.
 D. Joint placement at the location of other drains, overhead cable joints or obstructions shall be avoided. The joint shall be placed within the ramp portion of the curb ramp.
 E. Curb, curb and detectable warnings.
2. Refer to Index 522-002 for concrete thickness and sidewalk details.
3. Refer to Index 522-002 for concrete thickness and sidewalk details.
4. Refer to Index 522-002 for concrete thickness and sidewalk details.
5. Refer to Index 522-002 for concrete thickness and sidewalk details.
6. Refer to Index 522-002 for concrete thickness and sidewalk details.
7. Refer to Index 522-002 for concrete thickness and sidewalk details.
8. Refer to Index 522-002 for concrete thickness and sidewalk details.
9. Refer to Index 522-002 for concrete thickness and sidewalk details.
10. Refer to Index 522-002 for concrete thickness and sidewalk details.



LAST REVISION	DESCRIPTION	DATE	BY	CHKD	APP'D
11/01/18	SDOT FY 2024-25 STANDARD PLANS				
	DETECTABLE WARNINGS AND SIDEWALK CURB RAMP	522-002	1 of 7		



LAST REVISION	DESCRIPTION	DATE	BY	CHKD	APP'D
11/01/18	SDOT FY 2024-25 STANDARD PLANS				
	DETECTABLE WARNINGS AND SIDEWALK CURB RAMP	522-002	2 of 7		



LAST REVISION	DESCRIPTION	DATE	BY	CHKD	APP'D
11/01/18	SDOT FY 2024-25 STANDARD PLANS				
	DETECTABLE WARNINGS AND SIDEWALK CURB RAMP	522-002	4 of 7		

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PALMETTO CAPITAL GROUP

1000 W. WASHINGTON SQUARE

JACKSONVILLE, FL 32202

PHONE (863) 808-1320

ISSRO FIRESTONE

MAJOR SITE PLAN

1000 W. WASHINGTON SQUARE

JACKSONVILLE, FL 32202

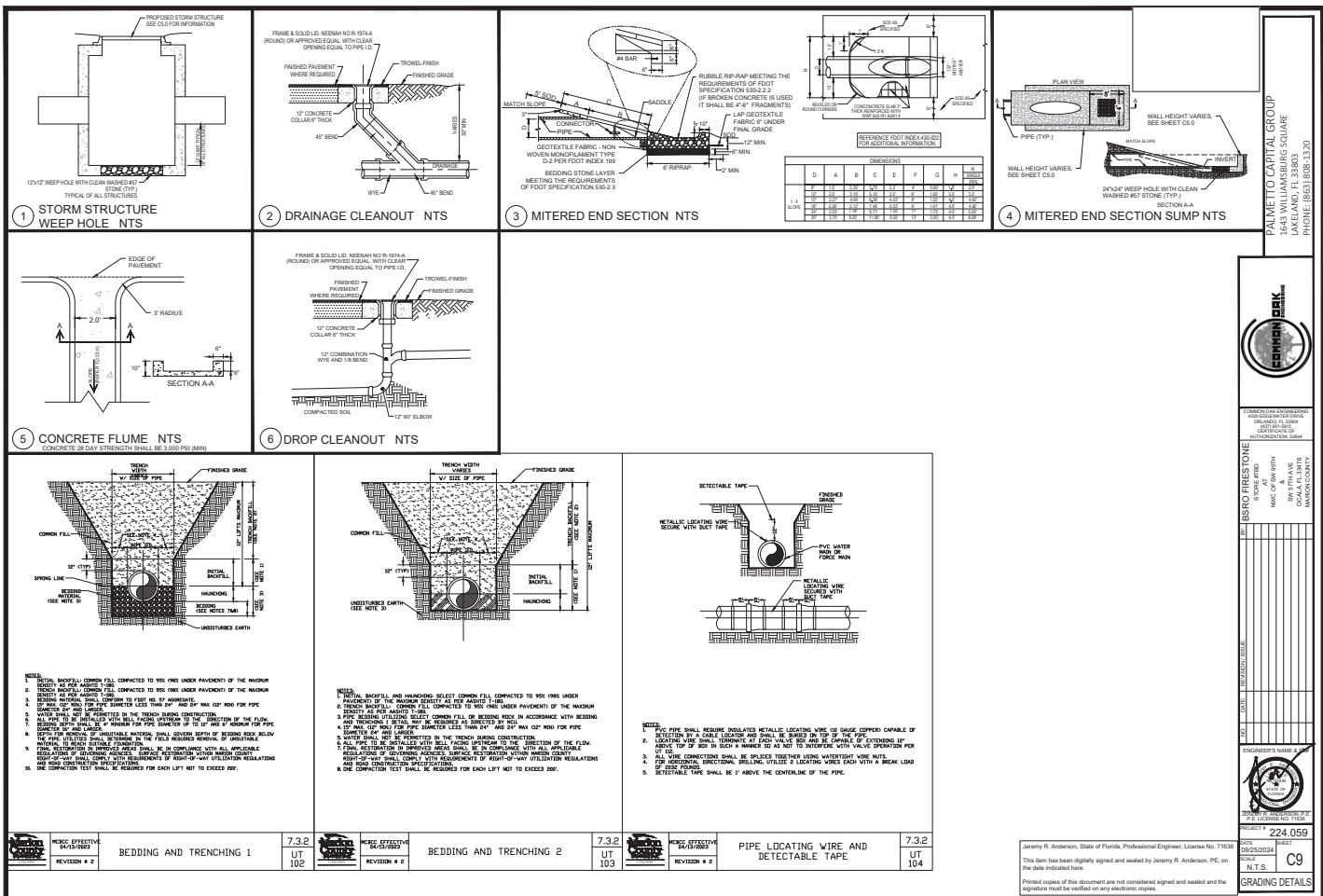
PHONE (863) 808-1320

PROJECT # 224.059

DATE 04/04/2025

SCALE N.T.S.

FOOT DETAILS



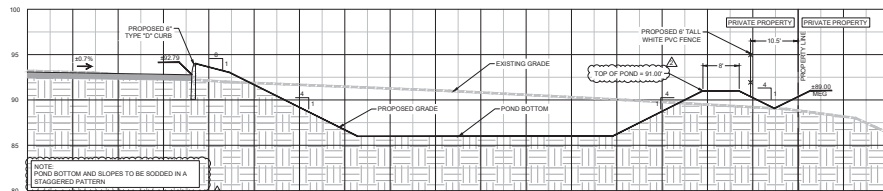
Jeremy R. Anderson, State of Florida, Professional Engineer, License No. 71636

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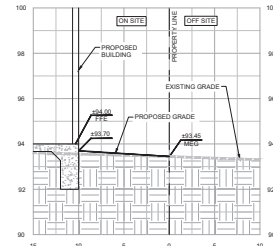
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POND 1 STAGING TABLE	
100 YEAR / 24 HR	85.02'
WQTV	86.47'
POND BOTTOM	86.50'
SHWE	82.00'
BASE OF AQUIFER	79.00'

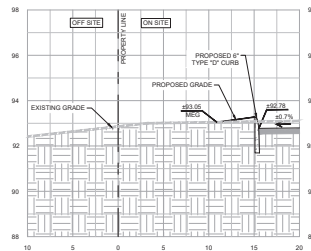
LEGEND			
	EXISTING EARTH	 CONCRETE	 ASPHALT PAVEMENT



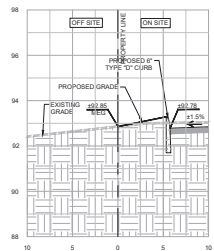
PROFILE A-A (DRIVEWAY AND POND 1)
SCALE: 1" IS 2' (VERTICAL) 1" IS 10' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



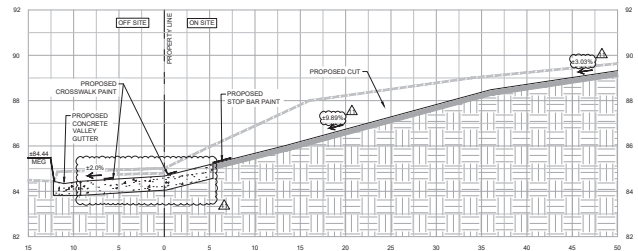
PROFILE B-B (WEST PROPERTY LINE)
SCALE: 1" IS 2' (VERTICAL) 1" IS 10' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



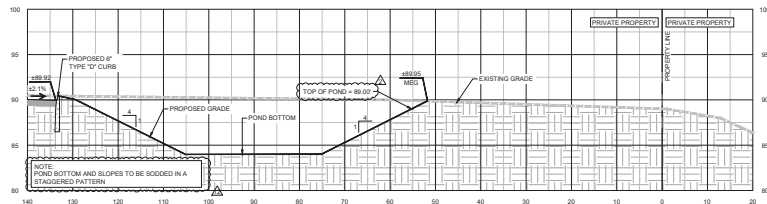
PROFILE C-C (SOUTH PROPERTY LINE)
SCALE: 1" IS 2' (VERTICAL) 1" IS 10' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



PROFILE D-D (EAST PROPERTY LINE)
SCALE: 1" IS 2' (VERTICAL) 1" IS 10' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



PROFILE E-E (SOUTH ACCESS RD DRIVEWAY CONNECTION TO SW 57TH AVE)
SCALE: 1" IS 2' (VERTICAL) 1" IS 10' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



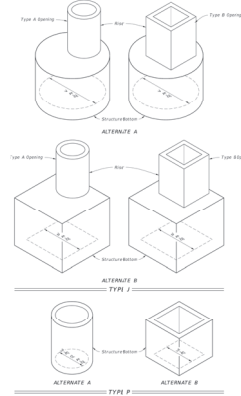
PROFILE F-F (POND 2)
SCALE: 1" IS 2' (VERTICAL) 1" IS 10' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM

POND 2 STAGING TABLE	
100 YEAR / 24 HR	85.50'
WQTV	84.28'
POND BOTTOM	84.00'
SHWE	81.00'
BASE OF AQUIFER	75.00'

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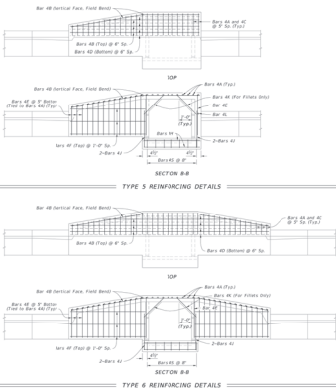
PALMETTO CAPITAL GROUP
1500 W. WINDING SQUARE
JACKSONVILLE, FL 32218
PHONE: (904) 808-1370

ISSRO FIRESTONE
MAJOR SITE PLAN
1500 W. WINDING SQUARE
JACKSONVILLE, FL 32218
PROJECT NO. 224.059
DATE: 07/30/2025
N.T.S.
C9.3
PROFILES

[illegible]

Sheet	Description
1	General Notes and Contents
2	Dimensional and Reinforcing Details
3	Tables 1, 2, 3, and 4
4	Tables 5 and 6

LAST REVISION 11/01/20	DESCRIPTION:	 FY 2024-25 STANDARD PLANS	STRUCTURE BOTTOMS TYPE J AND P	INDEX 425-010	SHEET 1 of 4
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BAR	SIZE	TYPE 2 STEEL		TYPE 3 STEEL	
		NO.	LENGTH	NO.	LENGTH
A (Percent)	4	29	3'-2"	38	3'-2"
A V (4-ft)	4	29	2'-3 1/2"	38	2'-3 1/2"
B	4	4	10'-2"	6	10'-0"
C	4	29	13'-11 1/2"-17'-2"	38	13'-11 1/2"-17'-2"
D	4	4	10'-2"	4	10'-0"
E	4	14	8'-11 1/2"	30	8'-11 1/2"
F	4	3	6'-0"	6	6'-0"
H	4	4	6'-0"	4	6'-0"
I	4	4	2'-0"	4	2'-0"
K (3/16-in.)	4	2	2'-0"	2	2'-0"
L (Percent)	4	2	1'-6"	0	—
L V (4-ft)	4	10	1'-6"	9	1'-6"
S	4	7	3'-2"	7	3'-2"

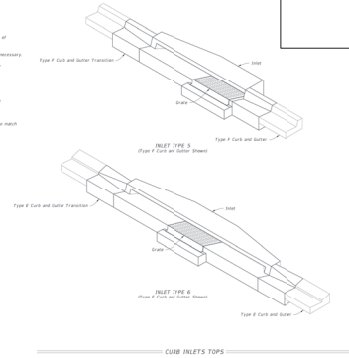
NOTES:

1. All bar dimensions in the bending diagrams are out o out.
2. Bars 4A and 4B may be combined into a single bar.
3. Folded Wire Reinforcement consists of smooth or deformed wire meeting the requirements of Specification 922.

LAST REVISION 11/01/20	DESCRIPTION:	FY 2024-25 STANDARD PLANS	CURB INLET TOP TYPES 6 AND 6 INDEX 425-021 SHEET 3 of 7
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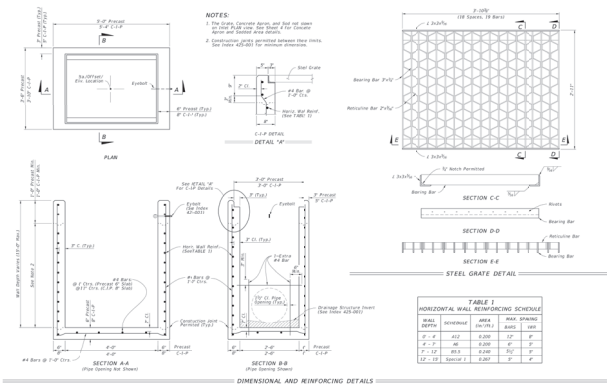
GENERAL NOTES

1. Work this detail with sections 423-025 and 423-035.
2. Confirm the loadbearing and slope of the steel joists with the finished-slope and grade of the ground below and/or under the bridge.
3. For joist connections on a curve, refer to the plans to determine the loads. Bend steel when necessary.
4. Use Grade 60 reinforcing bars with 1/2" minimum clearances unless otherwise shown. See Sheet 4 for reinforcement details.
5. Install joist hangers as per manufacturer's instructions. Connect joist hangers to the dimensions shown or in accordance with approved shop drawings.
6. Carry hangers are required at steel opening for precast units or C.I.P. units used in conjunction with concrete deck. Hangers shall be installed on the underside of the deck.
7. For Type 7 curb and slope, install the shape of the curb over the gitter transverse length to match the face of the curb on the Type 1 curb.
8. Meet the requirement of *ASTM A431/B431M* with steel used for frames and plates.
9. Use either cast-iron rivets or steel grades.



Sheet	Description
1	General Notes and Contents
2	Type 5 and 6 Dimensional Details
3	Type 5 and 6 Reinforcement and Bar Bending Details
4	Precast Dimensional and Reinforcement Details

LAST REVISION 11/01/20	DESCRIPTION:	FY 2024-25 STANDARD PLANS	CURB INLET TDP TYPES 5 AND 6	INDEX 425-021	SHEET 1 of 7
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WALL DEPTH	SCHEDULE	AREA (in ² /ft)	MAX. SPACING
			BAR
0' - 4'	A12	0.200	12" 8"
4' - 7'	A6	0.200	6" 5"
7' - 12'	B5.5	0.240	5 1/2" 3"
12' - 15'	Special 1	0.267	5" 4"

LAST REVISION 11/01/20		DESCRIPTION:	FY 2024-25 STANDARD PLANS	DITCH BOTTOM INLET TYPES F AND G	INDEX 425-053	SHEET 2 of 4
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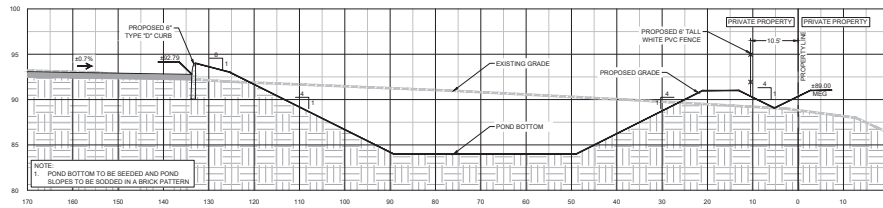
Jeremy R. Anderson, State of Florida, Professional Engineer, License No. 71636

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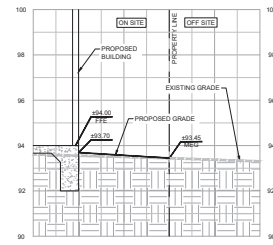
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LEGEND			
	EXISTING EARTH		CONCRETE
			ASPHALT PAVEMENT

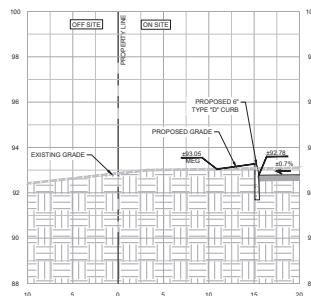
POND 1 STAGING TABLE	
100 YEAR / 24 HR	90.00'
WOTV	84.84'
POND BOTTOM	84.90'
SWR	79.70'
BASE OF AQUIFER	79.70'



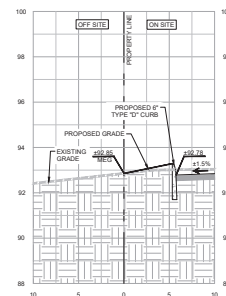
PROFILE A-A (DRIVEWAY AND POND1)
SCALE: 1" IS 5' (VERTICAL) 1" IS 10' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



PROFILE B-B (WEST PROPERTY LINE)
SCALE: 1" IS 2' (VERTICAL) 1" IS 5' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



PROFILE C-C (SOUTH PROPERTY LINE)
SCALE: 1" IS 2' (VERTICAL) 1" IS 5' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



PROFILE D-D (EAST PROPERTY LINE)
SCALE: 1" IS 2' (VERTICAL) 1" IS 5' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM

Jeremy R. Anderson, State of Florida, Professional Engineer, License No. 71638
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STATE OF FLORIDA
JEREMY R. ANDERSON
PROFESSIONAL ENGINEER
LICENSE NO. 71638
EXPIRATION DATE 12/31/2024
CIVIL ENGINEERING

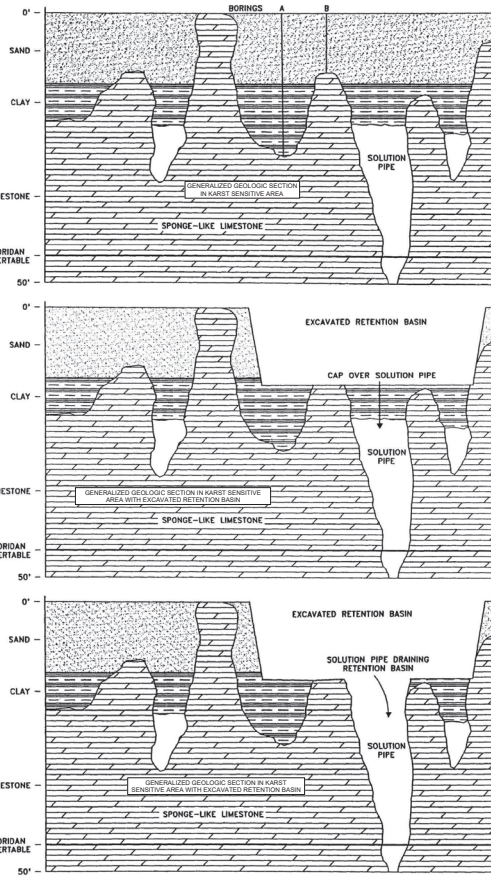
PROJECT # 224.059

DATE 09/25/2024

SCALE N.T.S.

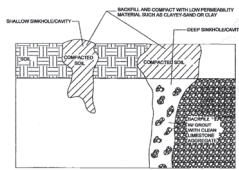
PROJECT C9.2

PROFILES



A MINIMUM OF THREE FEET OF UNCONSOLIDATED SOIL MATERIAL BETWEEN THE SURFACE OF THE LIMESTONE BEDROCK AND THE BOTTOM AND SIDES OF THE STORMWATER BASIN. EXCAVATION AND BACKFILL OF SUITABLE MATERIAL MAY BE MADE TO MEET THIS CRITERIA.

RECOMMENDATIONS FOR KARST SENSITIVE AREAS



SECTION VIEW

NOTES:
IN THE EVENT THAT ANY KARST FEATURES SUCH AS SINKHOLES, SOLUTION CAVITIES, CHIMNEYS, ETC. ARE DISCOVERED DURING ROUTINE INSPECTIONS OF THE STORMWATER BASIN, THE FOLLOWING REMEDIATION PROCEDURE SHALL BE PERFORMED:

SHALLOW REPAIR (SEE DETAIL):
IF THE COLLAPSE IS SHALLOW (< 4' DEEP) AND THE VOIDS IN THE LIMESTONE ARE SMALL, THEN THE SINKHOLE CAN BE REPAIRED BY BACKFILLING WITH A LOWER PERMEABILITY MATERIAL, SUCH AS CLAYEY SAND OR CLAY. THE MATERIAL SHOULD BE COMPACTED AND THE REPAIR SHALL BE SLIGHTLY ABOVE THE ORIGINAL BOTTOM IN ORDER TO CREATE A SMALL MOUND TO ACCOUNT FOR SETTLING.

DEEP REPAIR (SEE DETAIL):
IF THE COLLAPSE IS DEEP, THEN THE REPAIR SHALL BE MORE PERMANENT. THE COLLAPSE SHALL BE EXCAVATED TO THE LIMESTONE BEDROCK (THE VOIDS) IN MATERIAL SHALL BE PLACED OVER THE CONCRETE PLUG. THE MATERIAL SHALL BE COMPACTED AND BROUGHT TO EXISTING BASIN BOTTOM.

NOTIFICATION:
THE APPLICABLE WATER MANAGEMENT DISTRICT SHALL BE NOTIFIED OF ANY SINKHOLE DEVELOPMENT WITHIN 48 HOURS OF DISCOVERY AND THE PROPOSED METHOD BY WHICH THE SINKHOLE WILL BE REPAIRED SHALL BE SUBMITTED TO THE WATER MANAGEMENT DISTRICT FOR APPROVAL WITHIN 30 DAYS. THE WATER MANAGEMENT DISTRICT WILL THEN NOTIFY THE RESPONSIBLE PARTY AS TO THE ACCEPTANCE, DENIAL, OR NEED FOR MODIFICATION OF THE REPAIR METHOD.

SHALLOW AND DEEP SINKHOLE/CAVITY MAINTENANCE REPAIR DETAIL

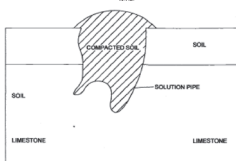
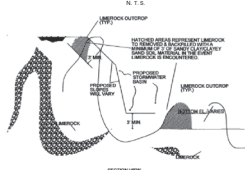


FIGURE 8

RECOMMENDED REPAIR FOR SMALL SOLUTION PIPE SINKHOLES



LIMEROCK OUTCROP REMOVAL DETAIL

SOLUTION PIPE REPAIR:

IF A SOLUTION PIPE SINKHOLE DOES FORM IN A STORMWATER BASIN, IT SHOULD BE REPAIRED QUICKLY AND IN A MANNER THAT WILL ENSURE THAT THE FLORIDIAN AQUIFER WILL BE PROTECTED FROM CONTAMINATION AND ALSO BE DONE IN A MANNER THAT PRECLUDES ANY FURTHER SUBSIDENCE OR UNPLUGGING OF THE SOLUTION PIPE.

THERE ARE MANY WAYS IN WHICH A SOLUTION PIPE SINKHOLE MAY BE ADEQUATELY REPAIRED. THE REPAIR WILL VARY DEPENDING ON THE MORPHOLOGY OF THE SINKHOLE. BEFORE REPAIR, ANY TRASH AND ORGANIC DEBRIS SHOULD BE REMOVED FROM THE SINKHOLE. TWO RECOMMENDED REPAIR METHODS ARE LISTED BELOW.

REPAIR METHOD 1 (FIGURE 8)

IF THE COLLAPSE OCCURS IN A SHALLOW BASIN (< 4' DEEP) AND THE VOIDS IN THE LIMESTONE ARE SMALL, THEN THE SINKHOLE CAN BE REPAIRED BY BACKFILLING WITH MATERIAL THAT IS SIMILAR TO THE MATERIAL IN WHICH THE BASIN WAS CONSTRUCTED. A LOWER PERMEABILITY MATERIAL, SUCH AS CLAYEY SAND OR CLAY IS RECOMMENDED. THE MATERIAL SHOULD THEN BE COMPACTED AND THE SINKHOLE REPAIR SHOULD BRING THE SURFACE BACK TO AN ELEVATION WHICH IS SLIGHTLY ABOVE THE ORIGINAL BOTTOM, CREATING A SMALL MOUND.

THIS REPAIR METHOD WILL NOT ASSURE THAT FUTURE SUBSIDENCE WILL BE PREVENTED. THE SINKHOLE MAY NEED TO BE REPAIRED AGAIN AT A LATER TIME IF A SINKHOLE HAS BEEN REPAIRED USING METHOD #1, AND CONTINUES TO SUBSIDSE, IT MUST BE REPAIRED USING METHOD #2.

REPAIR METHOD 2 (FIGURE 9)

IF THE COLLAPSE OCCURS IN A DEEPER BASIN (> 4' DEEP), A BASIN WITH LARGE VOIDS, OR IN A BASIN THAT IS RECEIVING STORMWATER WHICH CONTAINS A HIGHER LEVEL OF CONTAMINATION, THEN THE REPAIR SHOULD BE MORE PERMANENT. THE COLLAPSE SHOULD BE EXCAVATED TO LIMESTONE BEDROCK. THE VOIDS IN THE BEDROCK SHOULD BE PLUGGED WITH CLEAN CONCRETE GROUT (CLEAN LIMESTONE AGGREGATE, 1/8 TO 1/2 THE SIZE OF THE VOID DIAMETER) MAY BE INCLUDED IN THE GROUT. MATERIAL CONSISTENT WITH THE BASIN BOTTOM ELEVATION BROUGHT BACK TO NORMAL.

THE REPAIR SHOULD BE NOTIFIED TO ANY SINKHOLE DEVELOPMENT WITHIN 48 HOURS OF DISCOVERY AND THE PROPOSED METHOD BY WHICH THE SINKHOLE WILL BE REPAIRED SHOULD BE SUBMITTED TO THE DISTRICT FOR APPROVAL WITHIN 30 DAYS OF FINDING A SOLUTION PIPE SINKHOLE WITHIN A STORMWATER BASIN. THE DISTRICT WILL THEN NOTIFY THE RESPONSIBLE PARTY AS TO THE ACCEPTANCE, DENIAL, OR NEED FOR MODIFICATION OF THE REPAIR METHOD.

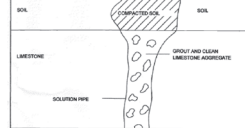


FIGURE 9

RECOMMEND REPAIR FOR LARGER SOLUTION PIPE SINKHOLES

BASIN LIMEROCK OUTCROP CONSTRUCTION NOTES

1. IN THE EVENT THAT LIMEROCK OUTCROP IS ENCOUNTERED DURING CONSTRUCTION OF THE RETENTION BASIN, THE FOLLOWING TREATMENT SHALL BE PERFORMED: THE LIMEROCK OUTCROP SHALL BE EXCAVATED TO AN ELEVATION OF THREE (3) FEET BELOW THE DESIGN BASIN BOTTOM. THE EXCAVATED AREA SHALL BE BACKFILLED TO THE DESIGN BASIN BOTTOM ELEVATION WITH CLAYEY SAND/SANDY CLAY (ASTM D 2486). GROUP AD SOILS. A Mixture of the backfill material shall be placed in 6" lifts and each lift shall be rolled with a minimum of 10,000 lbs. of weight. THE APPLICABLE WATER MANAGEMENT DISTRICT AND APPLICABLE COUNTY PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED WHEN LIMEROCK OUTCROPS ARE ENCOUNTERED AND PRIOR TO COMMENCING REMEDIAL ACTION.
2. IN THE EVENT THAT ANY KARST FEATURES, SUCH AS SOLUTION CAVITIES, CHIMNEYS, OR SINKHOLES APPEAR IN THE RETENTION BASIN, THE FOLLOWING ACTIONS SHALL BE REQUIRED:
 - A. THE ENGINEER OF RECORD, THE ST. JOHN RIVER WATER MANAGEMENT DISTRICT, AND THE MARION COUNTY PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED WHEN THE FEATURE IS ENCOUNTERED PRIOR TO REMEDIAL ACTION.
 - B. A LICENSED GEOTECHNICAL ENGINEERING FIRM SHALL BE RETAINED TO EVALUATE THE SIGNIFICANCE OF THE FEATURE AND TO DETERMINE THE REMEDIAL ACTION NECESSARY.
 - C. THE GEOTECHNICAL ENGINEERING FIRM SHALL BE REQUIRED TO MONITOR THE REMEDIAL WORK AND SEND A SUMMARY REPORT UPON COMPLETION OF THE WORK TO THE ENGINEER OF RECORD, THE ST. JOHN RIVER WATER MANAGEMENT DISTRICT, AND THE MARION COUNTY PUBLIC WORKS DEPARTMENT.

Jeremy R. Anderson, State of Florida, Professional Engineer, License No. 71638
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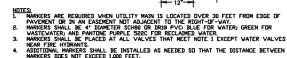
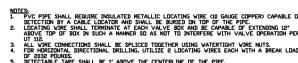
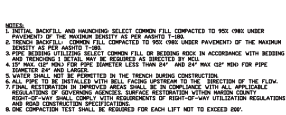
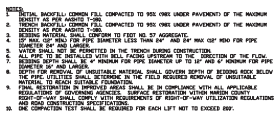
COMMONWEALTH
MARION COUNTY
1000 W. WINDING SQUARE
JACKSONVILLE, FL 32202
PHONE: (904) 808-1330

ISSRO FIRESTONE
MAJOR SITE PLAN
1000 W. WINDING SQUARE
JACKSONVILLE, FL 32202
PHONE: (904) 808-1330

STATE OF FLORIDA
MARION COUNTY
1000 W. WINDING SQUARE
JACKSONVILLE, FL 32202
PHONE: (904) 808-1330

PROJECT # 224.059
DATE 04/04/2020
SCALE N.T.S.
C9.2

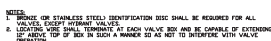
KARST



COMMON OAK
ENGINEERING BRAND

ORLANDO, FL 32804
(407) 851-5915
CERTIFICATE OF
AUTHORIZATION: 32644

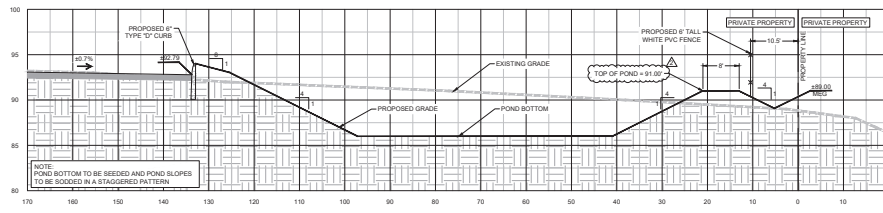
BRO FIRESTONE
STORE #107
AT
NWC OF SW 95TH
&
SW 57TH AVE
OCALA, FL 33470
MARION COUNTY



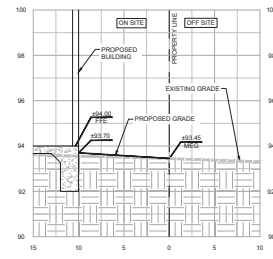
JERRY R. ANDERSON P.E. P.E. LICENSE NO. 71636	
PROJECT # 224.059	
DATE 09/25/2024	SHEET
SCALE N.T.S.	C10
UTILITY DETAILS	

POND 1 STAGING TABLE	
100 YEAR / 24 HR	95.02'
WGTV	88.47'
POND BOTTOM	86.50'
SHWE	82.00'
BASE OF AQUIFER	79.00'

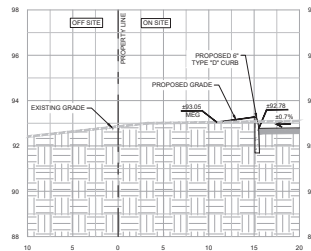
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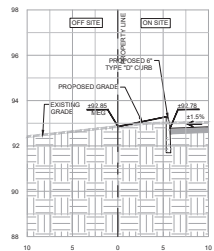
PROFILE A-A (DRIVEWAY AND POND 1)
SCALE: 1" IS 2' (VERTICAL) 1" IS 10' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



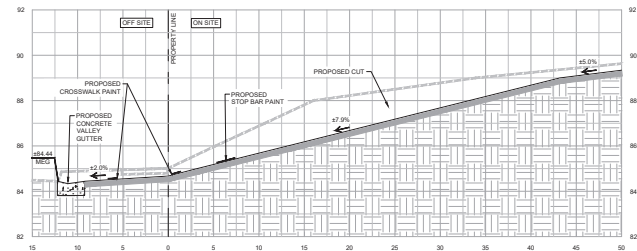
PROFILE B-B (WEST PROPERTY LINE)
SCALE: 1" IS 2' (VERTICAL) 1" IS 5' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



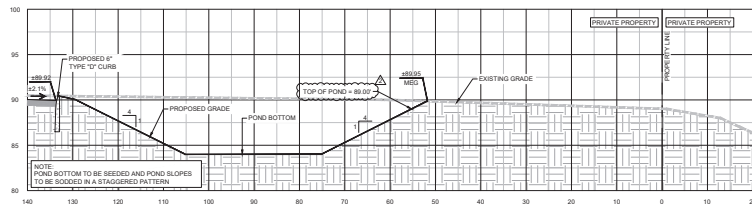
PROFILE C-C (SOUTH PROPERTY LINE)
SCALE: 1" IS 2' (VERTICAL) 1" IS 5' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



PROFILE D-D (EAST PROPERTY LINE)
SCALE: 1" IS 2' (VERTICAL) 1" IS 5' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



PROFILE E-E (SOUTH ACCESS RD DRIVEWAY CONNECTION TO SW 57TH AVE)
SCALE: 1" IS 2' (VERTICAL) 1" IS 5' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



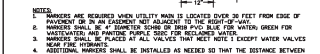
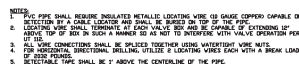
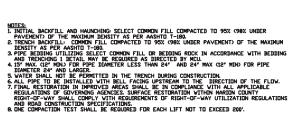
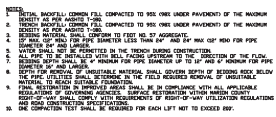
PROFILE F-F (POND 2)
SCALE: 1" IS 2' (VERTICAL) 1" IS 10' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM

POND 2 STAGING TABLE	
100 YEAR / 24 HR	85.50'
WGTV	84.00'
POND BOTTOM	81.50'
SHWE	79.00'
BASE OF AQUIFER	75.00'

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ISSRO FIRESTONE
MAJOR SITE PLAN
DATE: 04/04/2025
BY: JRA
CHECKED: JRA
DATE: 04/04/2025
PROJECT # 224.059
SHEET
C9.3
PROFILES



COMMON OAK ENGINEERING
4520 EDGEWATER DRIVE
ORLANDO, FL 32804
(407) 851-5815
CERTIFICATE OF
AUTHORIZATION: 32544

1141

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				REV
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A cross-sectional diagram of a valve assembly. The top part is a flange labeled "VALVE BOX LID". Below it is a cylindrical section labeled "STANDARD VALVE BOX". The bottom part of the assembly is a larger, thicker section labeled "DUCTILE IRON". The diagram shows internal components like a stem and a ball or plug.

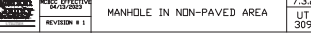
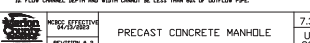
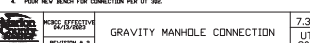
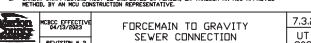
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		Jeremy R. Anderson, State of Florida, Professional Engineer, License No. 7163 This item has been digitally signed and sealed by Jeremy R. Anderson, PE, on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.	7/16/2015 10:00 AM
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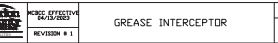
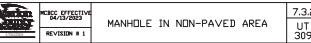
155	BSRO FIRESTONE MAJOR SITE PLAN	AT STORE #180 -NWC OF SW 90TH ST SW 177 th AVENUE OCALA, FL 32176 MARICON COUNTY	155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654
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6	DATE	SHEET
	04/04/2025	C10
	SCALE	
	N.T.S.	
UTILITY DETAILS		

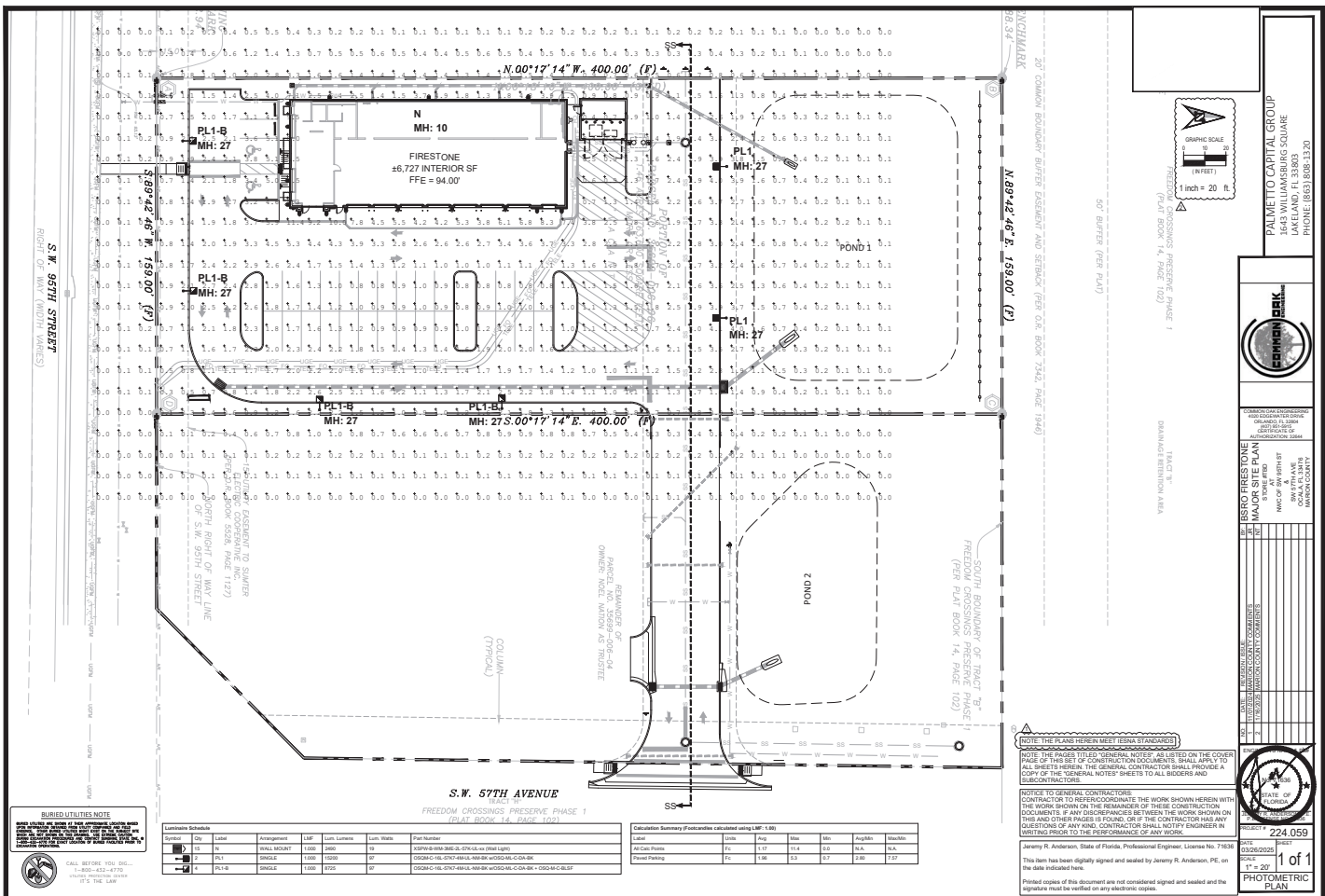
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PROJECT # 224.059	
DATE 09/25/2024	SHEET C10.2
SCALE N.T.S.	
UTILITY DETAILS	







BURIED UTILITIES NOTE
ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. IF ANY UTILITIES ARE FOUND TO BE DIFFERENT FROM THOSE SHOWN ON THIS PLAN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING PRIOR TO THE PERFORMANCE OF ANY WORK.

Station	Qty	Label	Assignment	Unit	Unit Volume	Unit Weight	Unit Number
15	1	WALL MOUNT	1000	1000	10	1000	1000
16	1	WALL MOUNT	1000	1000	10	1000	1000
17	1	WALL MOUNT	1000	1000	10	1000	1000
18	1	WALL MOUNT	1000	1000	10	1000	1000

Calculation Summary (Footcandle calculated using LBP 1.00)	Calculation	Value	Unit
At Site Points	Footcandle	1.17	11.4
Plant Parking	Footcandle	1.06	5.5

NOTICE TO GENERAL CONTRACTORS:
CONTRACTOR TO RECOORDINATE THE WORK SHOWN HEREIN WITH THE WORK SHOWN ON THE REMAINDER OF THESE CONSTRUCTION DOCUMENTS. IF ANY DISCREPANCIES BETWEEN THE WORK SHOWN ON THIS AND OTHER PAGES IS FOUND, OR IF THE CONTRACTOR HAS ANY QUESTIONS OF ANY KIND, CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING PRIOR TO THE PERFORMANCE OF ANY WORK.

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JACKSONVILLE, FL 32202
PHONE (904) 808-1330

COMMON

ISRO FIRESTONE
MAJOR SITE PLAN
1500 S.W. 57th Avenue
JACKSONVILLE, FL 32202
DATE: 03/26/2025
1 of 1
PHOTOMETRIC PLAN