

January 17, 2025

PROJECT NAME: TWO POND FARMS

PROJECT NUMBER: 2024090043

APPLICATION: AGRICULTURAL LOT SPLIT #32018

- 1 DEPARTMENT: 911 - 911 MANAGEMENT  
REVIEW ITEM: Agricultural Lot Split  
STATUS OF REVIEW: INFO  
REMARKS: APPROVED
- 2 DEPARTMENT: 911 - 911 MANAGEMENT  
REVIEW ITEM: Required Signage Affidavit  
STATUS OF REVIEW: INFO  
REMARKS: CONDITIONAL APPROVAL contingent upon providing an affidavit affirming that the quadrant street signs have been erected along with any other required signage (i.e. stop signs). Affidavit is to be submitted within 4 weeks of plan approval and prior to the recording of the final approved Ag Lot Split.(
- 3 DEPARTMENT: DOH - ENVIRONMENTAL HEALTH  
REVIEW ITEM: Agricultural Lot Split  
STATUS OF REVIEW: INFO  
REMARKS: N/A
- 4 DEPARTMENT: ENGDRN - STORMWATER REVIEW  
REVIEW ITEM: Agricultural Lot Split  
STATUS OF REVIEW: INFO  
REMARKS: 1) Waiver Approved 10/21/2024: A MSBU is required to be established for the subdivision. Alternatively, a waiver to the MSBU would be supported if the applicant provides POA/HOA documents, or an Easement Agreement that include provisions for the construction and maintenance of the common area improvements (i.e. the roads and stormwater controls).  
2) INFO: Please be advised that each lot will require a Major Site Plan or waiver when the existing and proposed impervious coverage exceeds 9,000 square feet. Several Ag Lot Splits will address the common
- 5 DEPARTMENT: ENGIN - DEVELOPMENT REVIEW  
REVIEW ITEM: 2.16.4.C(3) - Upon approval of the agricultural lot split, at the applicant's expense, the applicant shall record the maps and documents in the public records of Marion County, Florida and provide appropriate copies to the Office of the County Engineer  
STATUS OF REVIEW: INFO  
REMARKS: Upon approval of the agricultural lot split, at the applicant's expense, the applicant shall record the maps and documents, in the public records of Marion County, Florida and provide appropriate copies to the Office of the County Engineer.
- 6 DEPARTMENT: ENGIN - DEVELOPMENT REVIEW  
REVIEW ITEM: Provide mylar and legal documents for recording prior to approval  
STATUS OF REVIEW: INFO  
REMARKS:
- 7 DEPARTMENT: ENRAA - ACQ AGENT ENG ROW  
REVIEW ITEM: 2.16.1.B(8) - Agricultural lot splits outside of the Urban Growth Boundary:  
STATUS OF REVIEW: INFO  
REMARKS:

- 8 DEPARTMENT: ENRAA - ACQ AGENT ENG ROW  
REVIEW ITEM: 2.16.1.B(8)(f) - If an easement is utilized the following requirements shall apply:  
STATUS OF REVIEW: INFO  
REMARKS:
- 9 DEPARTMENT: ENRAA - ACQ AGENT ENG ROW  
REVIEW ITEM: 2.16.4.C - Agricultural lot splits. Prior to DRC approval, in addition to other requirements, the following shall be required: C(1) & C(2)  
STATUS OF REVIEW: INFO  
REMARKS:
- 10 DEPARTMENT: ENGTRF - TRAFFIC REVIEW  
REVIEW ITEM: 2.16.1.B(8)(f) - If an easement is utilized the following requirements shall apply:  
STATUS OF REVIEW: INFO  
REMARKS: 1/10/25 - Verification of easement having been recorded and consistent with what is shown on Plan is required. Contact Cheryl Weaver in the Right-of-Way Office at 352-671-8679 to obtain the appropriate template and for recording the easement.
- 11 DEPARTMENT: FRMSH - FIRE MARSHAL REVIEW  
REVIEW ITEM: Agricultural Lot Split  
STATUS OF REVIEW: INFO  
REMARKS: Approved
- 12 DEPARTMENT: UTIL - MARION COUNTY UTILITIES  
REVIEW ITEM: Agricultural Lot Split  
STATUS OF REVIEW: INFO  
REMARKS: APPROVED - MCU service area but outside connection distance for proposed development. Shall connect to public utilities when they become available, and within 365 days' notice by MCU.



**Marion County  
Board of County Commissioners**

Office of the County Engineer

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

**DEVELOPMENT REVIEW COMMITTEE WAIVER REQUEST FORM**

Date: \_\_\_\_\_ Parcel Number(s): 00108-000-00 Permit Number: \_\_\_\_\_

**A. PROJECT INFORMATION:** Fill in below as applicable:

Project Name: Two Pond Farms Commercial  Residential   
Subdivision Name (if applicable): \_\_\_\_\_  
Unit \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_ Tract \_\_\_\_\_

**B. PROPERTY OWNER'S AUTHORIZATION:** The property owner's signature authorizes the applicant to act on the owner's behalf for this waiver request. The signature may be obtained by email, fax, scan, a letter from the property owner, or original signature below.

Name (print): MG CATTLE CO LLC  
Signature: \_\_\_\_\_  
Mailing Address: 1553 SE Ft King Street City: Ocala  
State: Florida Zip Code: 34471 Phone # 352-401-3755  
Email address: ngarcia@mcbrieland.com

**C. APPLICANT INFORMATION:** The applicant will be the point of contact during this waiver process and will receive all correspondence.

Firm Name (if applicable): Rogers Engineering, LLC Contact Name: Melinda Clemons  
Mailing Address: 1105 S.E. 3rd Avenue City: Ocala  
State: Florida Zip Code: 34471 Phone # 352-622-9214  
Email address: mclemons@rogerseng.com

**D. WAIVER INFORMATION:**

Section & Title of Code (be specific): \_\_\_\_\_ Section 2.16.1B(8) - Agricultural Lot Split  
Reason/Justification for Request (be specific): To allow division of land pursuant to code  
\_\_\_\_\_  
\_\_\_\_\_

**DEVELOPMENT REVIEW USE:**

Received By: \_\_\_\_\_ Date Processed: \_\_\_\_\_ Project # \_\_\_\_\_ AR # \_\_\_\_\_

**ZONING USE:** Parcel of record: Yes  No  Eligible to apply for Family Division: Yes  No   
Zoned: \_\_\_\_\_ ESOZ: \_\_\_\_\_ P.O.M. \_\_\_\_\_ Land Use: \_\_\_\_\_ Plat Vacation Required: Yes  No   
Date Reviewed: \_\_\_\_\_ Verified by (print & initial): \_\_\_\_\_

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
“TWO POND FARMS” (AN AGRICULTURAL LOT SPLIT)**

MG Cattle Co., LLC (“Declarant”) is the fee simple owner of all the real property known as TWO POND FARMS, a subdivision by agricultural lot split, located in Marion County, Florida, does hereby declare these Easements, Covenants, Conditions and Restrictions for Two Pond Farms (the “Declaration”).

**W I T N E S S E T H:**

WHEREAS, the Declarant is the Owner of the real property more particularly described on **Exhibit A** attached hereto (the “Property”), which consists of ten (10) parcels of land (each a “Lot”) pursuant to the Land Development Regulations of Marion County, Florida; and,

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and the common improvements constructed and maintained thereon, and, for this reason, desires to subject the Property to the covenants, restrictions, easements, charges and liens in this Declaration, each and all of which is and are for the benefit of such property and each Owner thereof.

NOW, THEREFORE, the Declarant declares that the real property described as the Property, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration which shall run with real property and be binding on all parties having any right, title or interest in the Property, their heirs, personal representatives, successors and assigns (each an “Owner”).

KNOW ALL MEN BY THESE PRESENTS, that:

Declarant hereby declares the following restrictions and limitations on use and development, which shall bind each, and all subsequent owners, whether holders of legal or equitable title, or both, and which shall constitute covenants running with the land described above.

1. The Property may be used for residential and agricultural purposes only. No commercial business activity shall be allowed on the Property except those allowed under Paragraph 5 of this declaration.
2. All homes erected, assembled or placed on the Property shall be built in compliance with any applicable requirements of the State of Florida (the “State”) and Marion County, Florida (the “County”), including those for setbacks set forth in the Marion County Land Development Code. If more than one adjacent Lot has identical Owners, all such Lots may be treated as one Lot for the purpose of this restriction, subject to approval by the County.
3. No mobile, manufactured or modular home may be more than FIVE (5) years old at the time it is erected, assembled or placed on the Property. All mobile homes must situated be on a permanent foundation and must be skirted and kept in a good state of repair.
4. Barn apartments are permitted and must be located within the confines of a barn or similar structure. Any such apartment shall comply with any applicable state and county requirements.
5. No noxious or offensive activity shall be carried on upon any Lot within any portion of the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All Lots shall be mowed and maintained so as not to become unsightly.
6. Barns, stables, storage buildings and other outbuildings and fences must be constructed with new materials, in a skilled workmanlike manner, and in compliance with any applicable state and county requirements.
7. No non-operating vehicles, accumulation of debris, refuse, trash or junk may be placed or stored on the Property. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and stored so as not to become unsightly.

8. The Declarant hereby creates and reserves a perpetual, non-exclusive easement for the construction and maintenance of utilities, such as water, sewer, gas, telephone, electric and cable television, as well as ingress and egress necessary to construct and maintain such utilities. Such utility easement shall encumber and be effective upon, across, over, and under the lands lying within the Common Easement as described below and within ten (10) feet of the side boundaries of said Lots (“Utility Easement Areas”). In the event two (2) or more adjoining Lots are owned by the same Party, this easement reservation shall not apply to the interior lot line of those adjoining Lots. Further, Declarant, its successors and assigns hereby reserves the right to create additional utility easement areas for the construction and maintenance of utilities serving the Owners or owners of adjacent properties.

9. **Private Drive Access and Utility Easement; Maintenance.**

- A. **The Property is comprised of ten (10) parcels of land, each being more fully described in Exhibit “A”. Declarant hereby creates and reserves a perpetual, non-exclusive easement for vehicular ingress and egress, for the use of emergency and utility vehicles, and for construction, operation and maintenance of utilities (the “Common Easement”), for use by the record owner(s) of each Lot, their heirs, successors, assigns, guests, and invitees (the “Easement Users”), over and across that real property described on the attached Exhibit “B” (the “Common Easement Area”).**
- B. **Each Owner shall maintain the portion of the Common Easement encumbering his or her respective Lot, ensuring that such portion of the Common Easement is kept in a good and safe condition suitable for safe and efficient travel by the Easement Users and emergency vehicles and suitable for the installation and maintenance of utilities.**
- C. **In the event any Lot owner fails to maintain the portion of the Common Easement on his or her Lot (a “Non-Performing Owner”), any other Owner (a “Curative Owner”) may, at its option, provide such Non-Performing Owner with written notice of the failure to maintain. If the Non-Performing Owner does not remedy such failure within ten (10) days of receipt of such notice, the Curative Owner may cause for the failure to be remedied, and shall be entitled to reimbursement for the cost incurred performing such maintenance from the Non-Performing Owner.**
- D. **All parties acquiring title to any Lot located within the Property understand and acknowledge that the access via the Common Easement will not be maintained by Marion County and/or a local municipality; the duty to maintain the Common Easement shall rest with the Owners.**
- E. **The Declarant, or its successors or assigns, including the Owners, may, upon a two-thirds vote of Lot Owners, transfer the Common Easement Area to Marion County, Florida, or the local government having jurisdiction. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of such real property and improvements to standards and conditions required by the local government.**
- F. **ALL PARTIES ACQUIRING TITLE TO A LOT LOCATED WITHIN THE PROPERTY UNDERSTAND AND ACKNOWLEDGE THAT THE ACCESS VIA THE COMMON EASEMENT WILL NOT BE MAINTAINED BY MARION COUNTY; THE DUTY TO MAINTAIN THE COMMON EASEMENT RESTS WITH THE OWNERS.**

10. If the Parties hereto, their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated within the Property to bring an action at law or in equity against the person or persons violating or attempting to violate this Declaration, and shall be entitled to equitable relief and/or damages. Any party hereto specifically acknowledges that the remedy at law for any breach of the covenants shall be inadequate and that, in addition to any other remedy at law or in equity, injunctive relief shall be appropriate. The failure of any party to enforce any violation of the Declaration shall not be deemed a waiver of the right to do so thereafter as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.
11. In connection with any litigation arising from this Declaration, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appellate proceedings.
12. These Covenants, Conditions and Restrictions shall continue in full force and effect with respect to the property for a period of forty (40) years from the date of recording this instrument, after which time they shall be automatically extended for successive periods of ten (10) years, subject to the provisions of the following paragraph. The Covenants, Conditions and Restrictions are to run with the land, and except and as otherwise provided herein, shall be binding upon the Declarant and upon all other parties and persons claiming under or through Declarant to all or any portion of the property.
13. Until such time as Declarant is no longer an Owner of a Lot, or the holder of a mortgage secured by any Lot or any portion thereof (the "Declarant Turnover Date"), Declarant (or Declarant's assignee) shall have the right to amend this Declaration in any manner the Declarant (or Declarant's assignee) deems necessary and Declarant shall also have the right to release any Lot from any part of the Declaration which has been violated if the Declarant, in its sole judgment determines such violation to be a minor or immaterial violation. No such amendment or release by Declarant shall be valid until recorded in the Public Records of Marion County, Florida. The conveyance of a Lot to an Owner shall not be deemed an assignment of any of Declarant's rights reserved under this Declaration.
14. After Declarant Turnover Date, the Owners shall have the right and power of amendment of this Declaration. No such amendment, supplement or modification to this Declaration shall be valid unless signed by the then record Owners of two-thirds of the Lots and then recorded in the Public Records of Marion County, Florida.
15. The purpose of these Restrictive Covenants is to ensure maintenance of common improvements, protect property values, prevent nuisances, prevent the impairment of the attractiveness of the property, and maintain the desired character of the community to thereby secure to each property owner the full benefit and enjoyment of his property with no greater restriction upon the free and undisturbed use of the property that is necessary to insure the same advantages to the other owners.
16. 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 Declaration invalid, illegal, or unenforceable under any applicable law. Invalidation or removal of any of the covenants by judgment, decree, court order, statute, ordinance or amendment by the Declarant, his successors or assigns, shall in no way affect any of the other provisions which shall remain in full force and effect.
17. All easements, rights, and covenants specified in this Declaration, and any subsequent amendment or modification thereof shall be superior to all leases, sales, conveyances, transfers, assignments, contracts and mortgages and other encumbrances and instruments in any way affecting Lots, and any party foreclosing any such mortgage, lien or encumbrance and all persons or entities acquiring title to any interest in title to such portion of the Lots that is subject to the easements, covenants and rights granted under this Declaration shall take title to said real property subject to the terms and provisions of this Declaration.

18. This Declaration shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. To the fullest extent permitted by law, the parties hereto hereby: (a) submit to the jurisdiction of the Florida and United States courts for the Florida judicial circuit and the federal district, respectively, wherein lies Marion County, Florida, for purposes of any legal action or proceeding brought under or in connection with this Declaration, (b) agree that exclusive venue of any such action or proceeding may be laid in Marion County, Florida, and (c) waive any claim that the same is an inconvenient forum.
19. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. ALL PARTIES HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF THIS SECTION, WHICH CONCERNS THE WAIVER OF EACH PARTY'S RIGHT TO TRIAL BY JURY.
20. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity. Failure by any Party to observe the covenants and agreements set forth herein shall not result in the termination of the rights granted under this Declaration, or in any manner curtail the use of any easements or rights granted herein, the remedy for such failure being limited to equitable relief and an action or actions for damages.
21. Each Lot owner shall, upon written request from time to time of any other Owner, as often as is reasonable, timely issue at no charge to a prospective mortgagee of such other Owner or to a prospective purchaser or successor Owner to such other Owner, an Estoppel Certificate stating: (a) whether the Owner to whom the request has been directed knows of any defaults by any Owner under this Declaration, and if there are known defaults, specifying the nature thereof; (b) whether this Declaration has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); (c) that to the best of the requested Owner's knowledge this Declaration as of that date is in full force and effect; and (d) that to the best of the requested Owner's knowledge there are/are not any sums owed by any Owner. Such statement shall act as a waiver of any claim by the Owner furnishing it to the extent such claim is based upon facts contrary to those asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement. Each Owner shall execute and return such Estoppel Certificate delivered to Owner within five days after its receipt. Failure to comply with this requirement shall be deemed such Owner's acknowledgment that the Estoppel Certificate is true and correct, and may be relied upon by a lender or purchaser.
22. After the Declarant Turnover Date, Declarant shall have no further obligations hereunder, nor any power to amend this Declaration, and Declarant may, at its option, record an affidavit in the Public Records of Marion County, Florida evidencing the Declarant Turnover Date. However, no such recording shall be required to effect the Declarant Turnover Date.

23. Notwithstanding any provision herein to the contrary, except as prohibited by law, Declarant may assign its rights as Declarant to a third-party at any time, in Declarant's sole discretion, by recording a valid Assignment of Declarant's Rights executed by Declarant and its assignee in the Official Records of Marion County, Florida. After such recording, except as otherwise provided by law or such Assignment of Declarant's Rights, the assignee of such rights shall immediately assume all the rights of the Declarant hereunder and MG CATTLE CO., LLC shall be released from all obligations and liabilities specific to its role as the Declarant hereunder.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Easements, Covenants, Conditions and Restrictions for "Two Pond Farms" an Agricultural Lot Split this 18<sup>th</sup> day of SEPTEMBER, 2024.

**MG CATTLE CO., LLC**

By: [Signature]  
Nathan Garcia, Manager

STATE OF FLORIDA  
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, the foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 18<sup>th</sup> day of September, 2024 by, Nathan Garcia as Manager of **MG CATTLE CO., LLC**, who is known to me (YES  NO ) to be the persons described in and who executed the foregoing instrument, OR who has produced \_\_\_\_\_ as identification and acknowledged before me that they executed same for the purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this 18<sup>th</sup> day of September, 2024.

[Signature]  
Kristine Ann Lozier (Print Name)

Notary Public, State of FL  
My Commission Expires: 12/21/28





EXHIBIT "A"  
(Legal Description – Parent Parcel & Lots)

"PROPERTY"

A PORTION OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE S89°15'24"E ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHEAST 1/4, A DISTANCE OF 1367.45 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF E. HIGHWAY No. 318 (66 FEET WIDE); THENCE N61°52'21"E ALONG SAID RIGHT-OF-WAY LINE, 620.20 FEET TO A POINT ON A LINE 60 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N01°03'47"W, ALONG SAID LINE, 1048.28 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE N01°04'03"W, ALONG A LINE 60 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1321.83 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4; THENCE N89°04'11"W ALONG SAID NORTH LINE, 1862.97 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°09'37"W, 2674.60 FEET TO THE POINT OF BEGINNING.

LOT 1

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTH RIGHT-OF-WAY LINE OF EAST HIGHWAY No. 318 (66 FEET WIDE); THENCE S61°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 67.38 FEET; THENCE CONTINUE S61°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 324.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S61°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 302.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF AFORESAID SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N89°15'24"W ALONG SAID SOUTH LINE, 953.92 FEET; THENCE DEPARTING SAID SOUTH LINE, PROCEED N45°00'00"E, 954.80 FEET; THENCE S45°00'00"E, 770.90 FEET TO THE POINT OF BEGINNING.

LOT 2

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTH RIGHT-OF-WAY LINE OF EAST HIGHWAY No. 318 (66 FEET WIDE); THENCE S61°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 67.38 FEET TO A POINT ON A LINE 60 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, SAID EAST LINE OF THE SOUTHEAST 1/4, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N01°03'47"W ALONG SAID LINE, 814.61 FEET; THENCE DEPARTING SAID LINE, PROCEED WEST, 249.78 FEET; THENCE S45°00'00"W, 693.03 FEET; THENCE S45°00'00"E, 670.90 FEET TO A POINT ON AFORESAID NORTH RIGHT-OF-WAY LINE; THENCE N61°52'21"E ALONG SAID RIGHT-OF-WAY LINE, 318.11 FEET TO THE POINT OF BEGINNING.

LOT 3

A PORTION OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTH RIGHT-OF-WAY LINE OF EAST HIGHWAY No. 318 (66 FEET WIDE); THENCE S61°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 67.38 FEET TO A POINT ON A LINE 60 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, SAID EAST LINE OF THE SOUTHEAST 1/4; THENCE N01°03'47"W ALONG SAID LINE, 814.61 FEET; THENCE DEPARTING SAID LINE, PROCEED WEST, 249.78 FEET TO THE POINT OF BEGINNING; THENCE S45°00'00"W, 693.03 FEET; THENCE N45°00'00"W, 311.83 FEET; THENCE NORTH, 689.90 FEET; THENCE EAST, 557.55 FEET; THENCE S20°00'00"E, 447.33 FEET TO THE POINT OF BEGINNING.

LOT 4

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTH RIGHT-OF-WAY LINE OF EAST HIGHWAY No. 318 (66 FEET WIDE); THENCE S61°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 67.38 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE S61°52'21"W, 620.20 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF AFORESAID SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N89°15'24"W ALONG SAID SOUTH LINE, 953.92 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, PROCEED N45°00'00"E, 954.80 FEET; THENCE N45°00'00"W, 211.83 FEET; THENCE S75°00'00"W, 970.32 FEET; THENCE S00°09'37"W, 568.44 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE S89°15'24"E ALONG SAID SOUTH LINE, 413.52 FEET TO THE POINT OF BEGINNING.

LOT 5

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTH RIGHT-OF-WAY LINE OF EAST HIGHWAY No. 318 (66 FEET WIDE); THENCE S61°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 67.38 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE S61°52'21"W, 620.20 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF AFORESAID SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N89°15'24"W ALONG SAID SOUTH LINE, 1367.44 FEET; THENCE DEPARTING SAID SOUTH LINE, PROCEED N00°09'37"E, 568.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°09'37"E, 601.14 FEET; THENCE EAST, 935.57 FEET; THENCE SOUTH, 350.00 FEET; THENCE S75°00'00"W, 970.32 FEET TO THE POINT OF BEGINNING.

LOT 6

A PORTION OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4; THENCE S89°04'11"E, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 719.75 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°09'37"W, 1005.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°09'37"W, 500.00 FEET; THENCE EAST, 935.57 FEET; THENCE NORTH, 500.00 FEET; THENCE WEST, 934.17 FEET TO THE POINT OF BEGINNING.

LOT 7

A PORTION OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTH RIGHT-OF-WAY LINE OF EAST HIGHWAY No. 318 (66 FEET WIDE); THENCE S61°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 67.38 FEET TO A POINT ON A LINE 60 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, SAID EAST LINE OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N01°03'47"W ALONG SAID LINE, 814.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N01°03'47"W ALONG SAID LINE, 233.67 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF AFORESAID NORTHEAST 1/4; THENCE N01°04'03"W, ALONG A LINE 60 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 711.85 FEET; THENCE DEPARTING SAID LINE, PROCEED WEST, 942.73 FEET; THENCE SOUTH, 525.00 FEET; THENCE EAST, 557.55 FEET; THENCE S20°00'00"E, 447.33 FEET; THENCE EAST, 249.78 FEET TO THE POINT OF BEGINNING.

LOT 8

A PORTION OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4; THENCE S89°04'11"E, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 719.75 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°09'37"W, 505.02 FEET TO THE POINT OF BEGINNING; THENCE EAST 932.77 FEET; THENCE SOUTH 500.00 FEET; THENCE WEST 934.17 FEET; THENCE N00°09'37"E, 500.00 FEET TO THE POINT OF BEGINNING.

LOT 9

A PORTION OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4; THENCE S89°04'11"E, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1651.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°04'11"E ALONG SAID NORTH LINE, 931.48 FEET TO A POINT ON A LINE 60 WEST OF, AS MEASURED AT RIGHT ANGLES, THE EAST LINE OF AFORESAID NORTHEAST 1/4; THENCE DEPARTING SAID NORTH LINE, PROCEED S01°04'03"E ALONG SAID LINE, 609.98 FEET; THENCE DEPARTING SAID LINE, PROCEED WEST, 942.73 FEET; THENCE NORTH, 625.00 FEET TO THE POINT OF BEGINNING.

LOT 10

A PORTION OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4; THENCE S89°04'11"E, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 719.75 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°09'37"W, 505.02 FEET; THENCE EAST, 932.77 FEET; THENCE NORTH, 489.90 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE N89°04'11"W ALONG SAID NORTH LINE, 931.48 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

*(Legal Description – Common Easement Area)*

A PORTION OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTH RIGHT-OF-WAY LINE OF EAST HIGHWAY No. 318 (66 FEET WIDE); THENCE S61°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 354.14 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N45°00'00"W, 979.41 FEET; THENCE NORTH, 1367.57 FEET; THENCE WEST, 80.00 FEET; THENCE SOUTH, 30.00 FEET; THENCE EAST, 20.00 FEET; THENCE SOUTH, 930.00 FEET; THENCE WEST, 20.00 FEET; THENCE SOUTH, 40.00 FEET; THENCE EAST, 20.00 FEET; THENCE SOUTH, 392.43 FEET; THENCE S45°00'00"E, 986.06 FEET TO A POINT ON AFORESAID RIGHT-OF-WAY LINE; THENCE N61°52'21"E ALONG SAID RIGHT-OF-WAY LINE, 62.70 FEET TO THE POINT OF BEGINNING.

# TWO POND FARMS

## AGRICULTURAL LOT SPLIT PLAN

### MARION COUNTY, FLORIDA

**LEGAL DESCRIPTION:**

**LOT 1**  
A PORTION OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTH RIGHT-OF-WAY LINE OF EAST HIGHWAY No. 318 (66 FEET WIDE); THENCE S81°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 67.38 FEET; THENCE CONTINUE S81°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 324.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S81°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 302.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF AFORESAID SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N89°15'24"W ALONG SAID SOUTH LINE, 953.92 FEET; THENCE DEPARTING SAID SOUTH LINE, PROCEED N45°00'00"E, 954.80 FEET; THENCE S45°00'00"E, 770.90 FEET TO THE POINT OF BEGINNING.

**LOT 2**  
A PORTION OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTH RIGHT-OF-WAY LINE OF EAST HIGHWAY No. 318 (66 FEET WIDE); THENCE S81°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 67.38 FEET TO A POINT ON A LINE 60 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, SAID EAST LINE OF THE SOUTHEAST 1/4; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N01°03'47"W ALONG SAID LINE, 814.61 FEET; THENCE DEPARTING SAID LINE, PROCEED WEST, 249.78 FEET; THENCE S45°00'00"W, 693.03 FEET; THENCE S40°00'00"E, 670.90 FEET TO A POINT ON AFORESAID NORTH RIGHT-OF-WAY LINE; THENCE N61°52'21"E ALONG SAID RIGHT-OF-WAY LINE, 318.11 FEET TO THE POINT OF BEGINNING.

**LOT 3**  
A PORTION OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTH RIGHT-OF-WAY LINE OF EAST HIGHWAY No. 318 (66 FEET WIDE); THENCE S81°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 67.38 FEET TO A POINT ON A LINE 60 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, SAID EAST LINE OF THE SOUTHEAST 1/4; THENCE N01°03'47"W ALONG SAID LINE, 814.61 FEET; THENCE DEPARTING SAID LINE, PROCEED WEST, 249.78 FEET TO THE POINT OF BEGINNING; THENCE S45°00'00"W, 693.03 FEET; THENCE N45°00'00"W, 311.83 FEET; THENCE NORTH, 669.90 FEET; THENCE EAST, 557.55 FEET; THENCE S20°00'00"E, 447.33 FEET TO THE POINT OF BEGINNING.

**LOT 4**  
A PORTION OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTH RIGHT-OF-WAY LINE OF EAST HIGHWAY No. 318 (66 FEET WIDE); THENCE S81°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 67.38 FEET; THENCE CONTINUE SAID RIGHT-OF-WAY LINE, S61°52'21"W, 620.20 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF AFORESAID SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N89°15'24"W ALONG SAID SOUTH LINE, 953.92 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, PROCEED N45°00'00"E, 954.80 FEET; THENCE N45°00'00"W, 211.83 FEET; THENCE S75°00'00"W, 970.32 FEET; THENCE S00°09'37"W, 568.44 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE S89°15'24"E ALONG SAID SOUTH LINE, 413.52 FEET TO THE POINT OF BEGINNING.

**LOT 5**  
A PORTION OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTH RIGHT-OF-WAY LINE OF EAST HIGHWAY No. 318 (66 FEET WIDE); THENCE S81°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 67.38 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S81°52'21"W, 620.20 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF AFORESAID SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N89°15'24"W ALONG SAID SOUTH LINE, 1,367.44 FEET; THENCE DEPARTING SAID SOUTH LINE, PROCEED N00°09'37"E, 568.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°09'37"E, 601.14 FEET; THENCE EAST, 935.57 FEET; THENCE SOUTH, 350.00 FEET; THENCE S70°00'00"W, 970.32 FEET TO THE POINT OF BEGINNING.

**LOT 6**  
A PORTION OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTH RIGHT-OF-WAY LINE OF EAST HIGHWAY No. 318 (66 FEET WIDE); THENCE S81°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 67.38 FEET TO A POINT ON A LINE 60 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, SAID EAST LINE OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N01°03'47"W ALONG SAID LINE, 814.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N01°03'47"W ALONG SAID LINE, 233.61 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF AFORESAID NORTHEAST 1/4; THENCE N01°04'03"W, ALONG A LINE 60 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 511.81 FEET; THENCE DEPARTING SAID LINE, PROCEED WEST, 946.45 FEET; THENCE SOUTH, 325.00 FEET; THENCE EAST, 557.55 FEET; THENCE S20°00'00"E, 447.33 FEET; THENCE EAST, 249.78 FEET TO THE POINT OF BEGINNING.

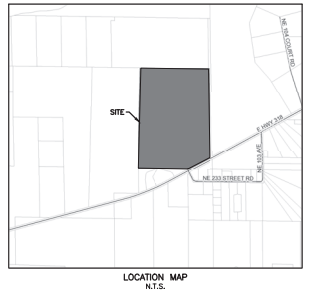
**LOT 7**  
A PORTION OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTH RIGHT-OF-WAY LINE OF EAST HIGHWAY No. 318 (66 FEET WIDE); THENCE S81°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 67.38 FEET TO A POINT ON A LINE 60 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, SAID EAST LINE OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N01°03'47"W ALONG SAID LINE, 814.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N01°03'47"W ALONG SAID LINE, 233.61 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF AFORESAID NORTHEAST 1/4; THENCE N01°04'03"W, ALONG A LINE 60 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 511.81 FEET; THENCE DEPARTING SAID LINE, PROCEED WEST, 946.45 FEET; THENCE SOUTH, 325.00 FEET; THENCE EAST, 557.55 FEET; THENCE S20°00'00"E, 447.33 FEET; THENCE EAST, 249.78 FEET TO THE POINT OF BEGINNING.

**LOT 8**  
A PORTION OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4; THENCE S89°04'11"E, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 719.75 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°09'37"W, 530.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID NORTHEAST 1/4; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°09'37"W, 530.03 FEET TO THE POINT OF BEGINNING; THENCE EAST, 825.74 FEET; THENCE S55°00'00"E, 130.76 FEET; THENCE NORTH, 400.00 FEET; THENCE WEST, 934.17 FEET; THENCE N00°09'37"E, 475.00 FEET TO THE POINT OF BEGINNING.

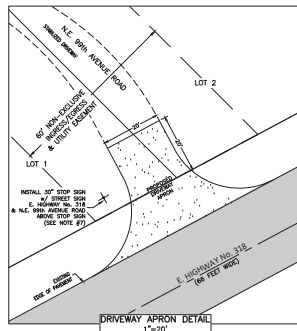
**LOT 9**  
A PORTION OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4; THENCE S89°04'11"E, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 719.75 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°09'37"W, 530.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID NORTHEAST 1/4; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°09'37"W, 530.03 FEET TO THE POINT OF BEGINNING; THENCE EAST, 825.74 FEET; THENCE S55°00'00"E, 130.76 FEET; THENCE NORTH, 400.00 FEET; THENCE WEST, 934.17 FEET; THENCE N00°09'37"E, 475.00 FEET TO THE POINT OF BEGINNING.

**LOT 10**  
A PORTION OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4; THENCE S89°04'11"E, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 719.75 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°09'37"W, 530.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID NORTHEAST 1/4; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°09'37"W, 530.03 FEET TO THE POINT OF BEGINNING; THENCE EAST, 825.74 FEET; THENCE S55°00'00"E, 130.76 FEET; THENCE NORTH, 400.00 FEET; THENCE WEST, 934.17 FEET; THENCE N00°09'37"E, 475.00 FEET TO THE POINT OF BEGINNING.

**INGRESS/EGRESS EASEMENT**  
A PORTION OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTH RIGHT-OF-WAY LINE OF EAST HIGHWAY No. 318 (66 FEET WIDE); THENCE S81°52'21"W ALONG SAID RIGHT-OF-WAY LINE, 67.38 FEET; THENCE CONTINUE SAID RIGHT-OF-WAY LINE, PROCEED N45°00'00"W, 979.41 FEET; THENCE NORTH, 1294.83 FEET; THENCE WEST, 80.00 FEET; THENCE SOUTH, 22.25 FEET; THENCE S55°00'00"E, 24.42 FEET; THENCE SOUTH, 851.01 FEET; THENCE WEST, 20.00 FEET; THENCE SOUTH, 40.00 FEET; THENCE EAST, 20.00 FEET; THENCE SOUTH, 392.43 FEET; THENCE S45°00'00"E, 986.06 FEET TO A POINT ON AFORESAID RIGHT-OF-WAY LINE; THENCE N61°52'21"E ALONG SAID RIGHT-OF-WAY LINE, 62.70 FEET TO THE POINT OF BEGINNING.



SHEET 1 - COVER SHEET  
SHEET 2 - MAP OF LOTS & EASEMENTS



- NOTES:**
1. A RESIDENTIAL DRIVEWAY PERMIT MUST BE ISSUED PRIOR TO ANY CONSTRUCTION WITHIN THE COUNTY RIGHT-OF-WAY.
  2. DRIVEWAY APRON STRUCTURE COURSE SHALL BE 6" MIN. THICKNESS CONCRETE w/ 6"x6" #10 W/M ELEVATED 2" ABOVE GROUND GRADE AT FORM UP OR 1.25" THICKNESS ASPHALT OVER 6" THICK LIMEROCK BASE (LBR 100 - 98% DENSITY).
  3. THE NEED FOR A CULVERT (AND DIAMETER SIZE) OR A SWALED DRIVEWAY SHALL BE DETERMINED BY A COUNTY FIELD INSPECTION AS PART OF THE DRIVEWAY PERMIT.
  4. IF A CULVERT IS REQUIRED IT MUST HAVE CONCRETE MITERED END SECTIONS.
  5. CONCRETE APRONS MUST PROVIDE AN EXPANSION JOINT AT THE EXISTING EDGE OF PAVEMENT.

**GENERAL NOTES:**

1. ALL PROPERTY CORNER MONUMENTS FOR THE LOTS SHOWN HEREON SHALL BE SET BY THE PROJECT SURVEYOR PRIOR TO THE CONVEYANCE OF ANY LOT.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD-83, AND DERIVED FROM THE L-NET NETWORK BASED ON A BOUNDARY SURVEY OF THE PARENT PARCEL PREPARED BY THIS FIRM.
3. LOTS 1 THROUGH 10 SHALL FRONT ON THE COMMON DRIVEWAY WITHIN THE NON-EXCLUSIVE EASEMENT AND DRIVEWAYS CONNECTING TO IT SHALL MEET THE RESIDENTIAL DRIVEWAY SPACING REQUIREMENTS ESTABLISHED BY MARION COUNTY CODE.
4. PERTAINING TO LOTS 1 & 2, THERE SHALL BE NO DRIVEWAY CONNECTIONS TO EAST HIGHWAY No. 318 OTHER THAN THE COMMON DRIVEWAY WITHIN THE 60 FEET WIDE EASEMENT.
5. THE LEGAL DESCRIPTIONS SHOWN HEREON WERE WRITTEN BY THE SURVEYOR.
6. IN ADDITION TO THE 60 FEET WIDE NON-EXCLUSIVE INGRESS/EGRESS & UTILITY EASEMENT SHOWN HEREON, THERE SHALL BE A 10 FEET WIDE NON-EXCLUSIVE UTILITY EASEMENT LYING 5 FEET ON EACH SIDE OF ALL SIDE LOT LINES, THAT WERE NOT SHOWN FOR CLARITY PURPOSES.
7. THE STOP SIGN & STREET SIGN MUST BE INSTALLED ON A 2"x2" SQUARE POST, 14 FT. IN LENGTH, 14 GAUGE, 4 LBS/FT. IN ACCORDANCE WITH DETAILS TS030, TS031 AND TS032 AS STATED IN THE MARION COUNTY LAND DEVELOPMENT CODE. THE SIGNS MUST BE INSTALLED AS A PART OF THE DRIVEWAY PERMIT AND MUST BE COMPLETED PRIOR TO RECORDING OF THIS PLAN.
8. PORTIONS OF THIS PROPERTY APPEAR TO BE IN A ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND A ZONE "A" (SPECIAL FLOOD HAZARD AREA) ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY NUMBER 120150, PANEL 0180, SUFFIX D, WITH AN EFFECTIVE DATE OF AUGUST 27, 2008. THE LIMITS OF ZONE "A" SHOWN HEREON WERE INTERPOLATED FROM THE FIRM.
9. THE LIMITS OF WETLANDS SHOWN HEREON WERE INTERPOLATED FROM THE NATIONAL WETLANDS INVENTORY MAP.
10. THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS SHALL HAVE NO DUTY OR RESPONSIBILITY WHATSOEVER IN THE MAINTENANCE OF THE NON-EXCLUSIVE INGRESS/EGRESS & UTILITY EASEMENT.
11. AT SUCH TIME THE COMMON DRIVEWAY MAY BE IMPROVED, WHETHER BY ASPHALT, LIMEROCK OR SIMILAR IMPERVIOUS MATERIALS, IT MAY BE NECESSARY TO PROVIDE A DRAINAGE PLAN, PREPARED BY A FLORIDA LICENSED ENGINEER, TO ADDRESS STORMWATER RUNOFF. THE PLAN MUST BE SUBMITTED TO AND APPROVED BY THE MARION COUNTY STORMWATER PROGRAM PRIOR TO CONSTRUCTION.
12. IF THE STABILIZED DRIVEWAY IS IMPROVED WITH IMPERVIOUS MATERIALS, THAT PORTION OF THE PAVED DRIVEWAY THAT IS WITHIN EACH INDIVIDUAL LOT SHALL BE CONSIDERED AS IMPERVIOUS AREA ALLOCATED TO THE LOT, UNLESS SEPARATE DRAINAGE FACILITIES ARE PROVIDED.
13. DEVELOPMENT OF IMPERVIOUS AREAS ON EACH LOT IS LIMITED TO 9000 SQUARE FEET UNLESS A MAJOR SITE PLAN, OR A WAIVER FOR THE SAME, IS APPROVED BY MARION COUNTY D.R.G.
14. THE 60 FEET NON-EXCLUSIVE INGRESS/EGRESS & UTILITY EASEMENT SHOWN AND DESCRIBED HEREON IS ADDRESSED IN DETAIL IN THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR TWO POND FARMS AS RECORDED IN OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

REVISION	DATE

ROGERS ENGINEERING & LAND SURVEYING, LLC  
 1105 S.E. 3rd Avenue • Ocala, Florida 34471 • Ph. (352) 622-9214 • Lic. Bcc #48074  
 M. Boyer, P.E., F.S., F.L.S., F.C.S., F.C.M., F.C.S.M.  
 M. Boyer, P.E., F.S., F.L.S., F.C.S., F.C.M., F.C.S.M.  
 M. Boyer, P.E., F.S., F.L.S., F.C.S., F.C.M., F.C.S.M.

**ROGERS ENGINEERING, LLC**  
 Civil Engineering & Land Surveying  
 1105 S.E. 3rd Avenue • Ocala, Florida 34471 • Ph. (352) 622-9214 • Lic. Bcc #48074

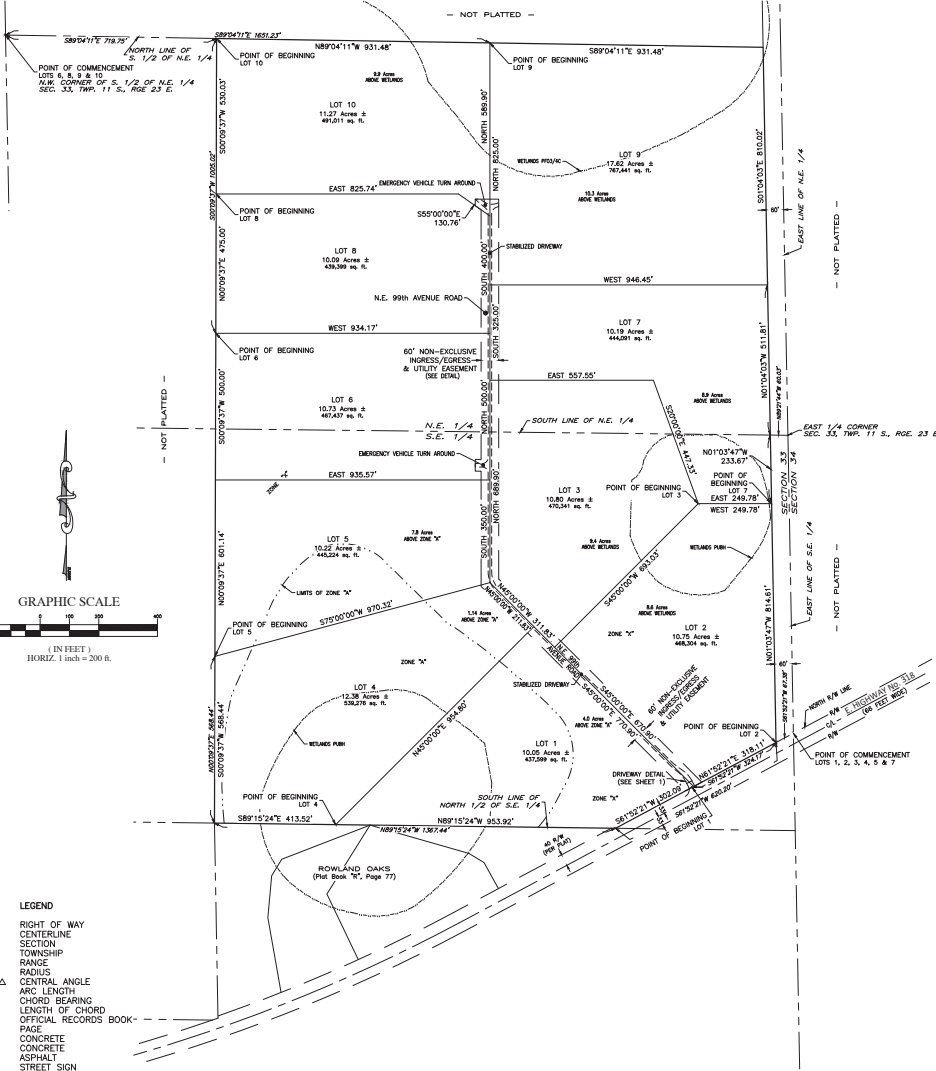
TWO POND FARMS  
 AGRICULTURAL LOT SPLIT PLAN  
 Cover Sheet

JOB No. 18-TWO POND FARMS AS  
 DATE 9/30/2024  
 SCALE N.T.S.  
 SHEET 1 OF 2

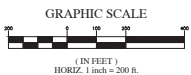
MEKELLE M. BOYER DATE 9/30/2024  
 PROFESSIONAL SURVEYOR & MAPPER  
 REGISTRATION No. 7398  
 STATE OF FLORIDA

TWO POND FARMS  
AGRICULTURAL LOT SPLIT PLAN  
MARION COUNTY, FLORIDA

BCC EASEMENT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_



SHEET 1 - COVER SHEET  
SHEET 2 - MAP OF LOTS & EASEMENTS



- LEGEND
R/W RIGHT OF WAY
C/L CENTERLINE
SEC. SECTION
TWP. TOWNSHIP
RGE. RANGE
R. RADIUS
D or Δ CENTRAL ANGLE
CB ARC LENGTH
CHORD BEARING
LC LENGTH OF CHORD
D.R.B. OFFICIAL RECORDS BOOK - PAGE
CONC. CONCRETE
ASPH. ASPHALT
STREET SIGN

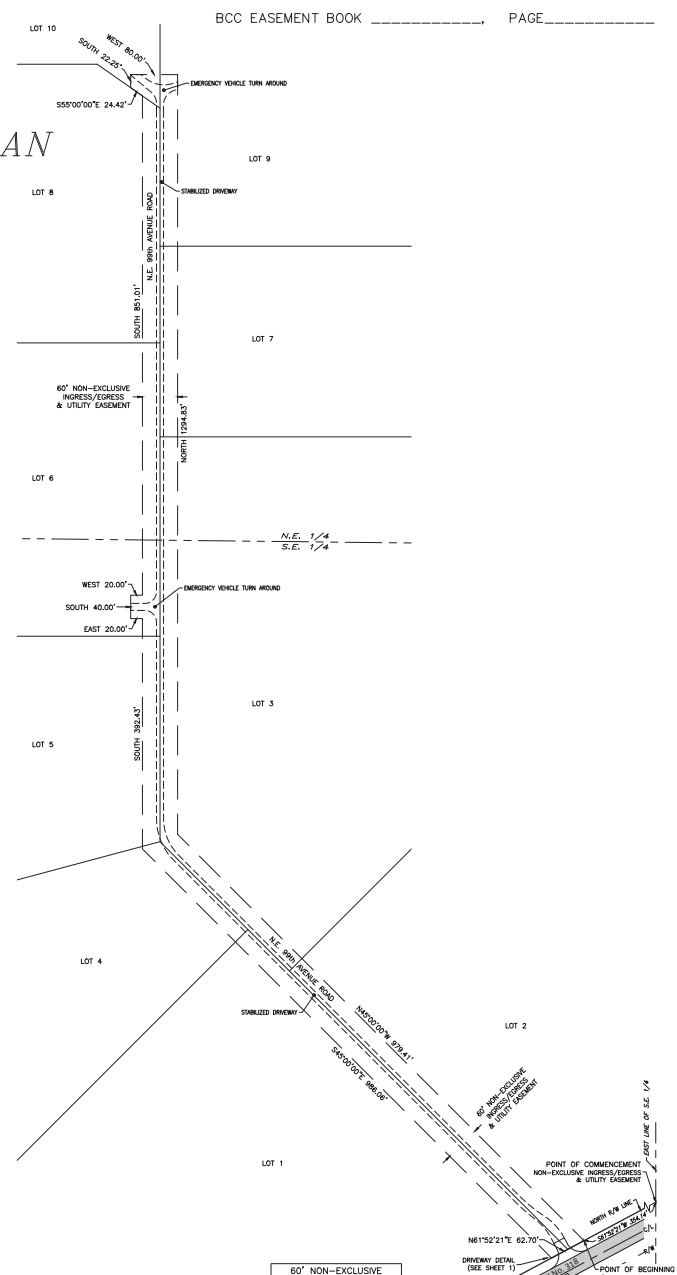


Table with columns for DATE and REVISION.

ROGERS ENGINEERING, LLC
Civil Engineering & Land Surveying
1108 S.E. 3rd Avenue • Ocala, Florida 34471 • Ph. (352) 622-9214 • Lic. Bus. #44074

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TWO PONDS FARMS
AGRICULTURAL LOT SPLIT PLAN
Map of Lots & Easements

JOB No. 18\_TW\_PONDS FARMS ALS
DATE 9/17/2024
SCALE 1" = 200'
SHEET 2 OF 2

REVISION

DATE

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A BOUNDARY SURVEY  
 FOR  
 MC CATTLE Co., LLC

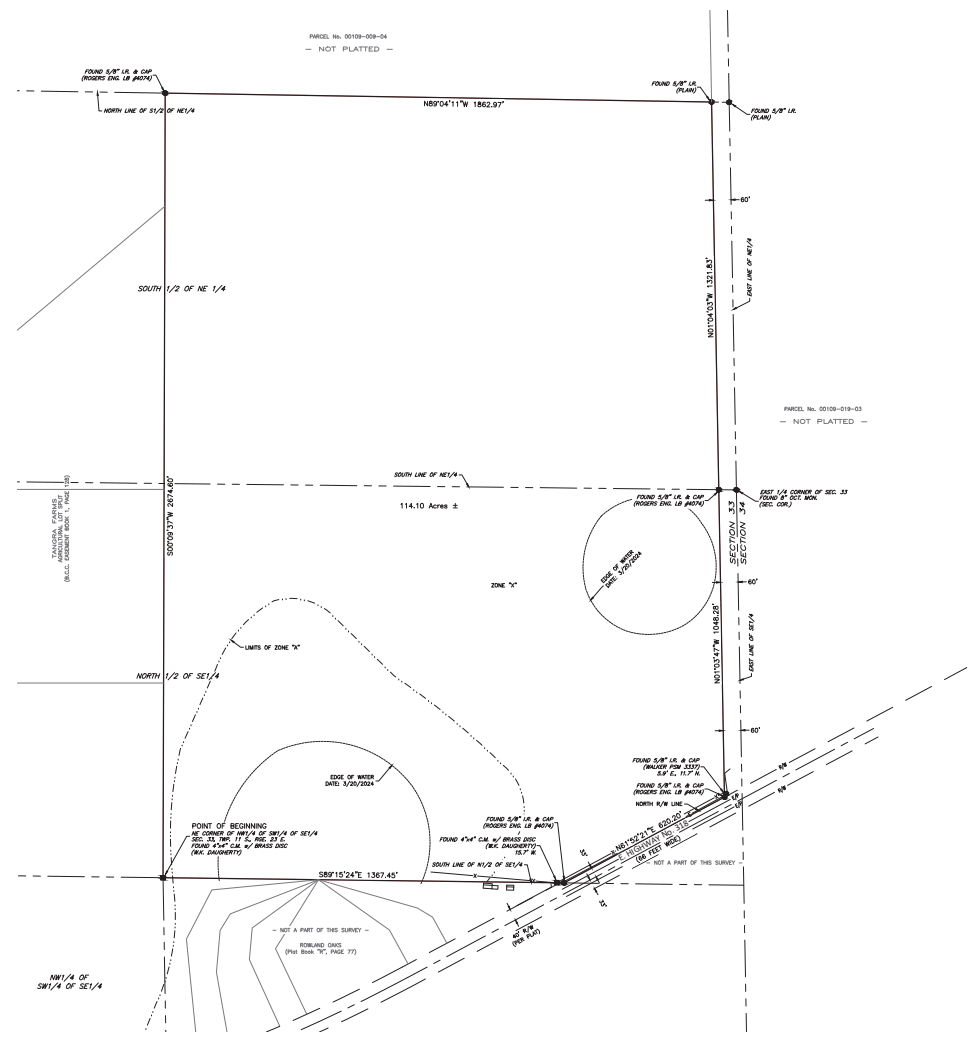
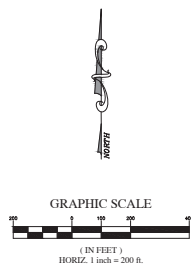
JOB No.  
 24-180 POND 807 SURVEY  
 DATE  
 12/16/2024  
 SCALE  
 1" = 200'  
 SHEET  
 1 OF 1

**SURVEY REPORT:**

1. FIELD MEASURED BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD-83, AND DERIVED FROM THE L-NET NETWORK.
2. FIELD SURVEY DATE: 3/15/2024.
3. THE LEGAL DESCRIPTION WAS PROVIDED BY THE CLIENT.
4. NO TITLE INFORMATION REFLECTING RIGHTS-OF-WAY, OR EASEMENTS OF RECORD, WAS FURNISHED TO THE SURVEYOR UNLESS SHOWN OR NOTED HEREON.
5. ALL RIGHTS-OF-WAY SHOWN HEREON ARE PHYSICALLY OPEN UNLESS OTHERWISE STATED.
6. UNDERGROUND IMPROVEMENTS OR UTILITIES WERE NOT LOCATED.
7. THIS PROPERTY APPEARS TO BE IN A ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND A ZONE "A" (SPECIAL FLOOD HAZARD AREA) ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY NUMBER 120160, PANEL 0180, SUFFIX D, WITH AN EFFECTIVE DATE OF 8/29/2008. THE LIMITS OF ZONE "X" SHOWN HEREON WERE INTERPOLATED FROM THE FIRM.
8. THIS SURVEY MEETS THE STANDARDS OF PRACTICE CONTAINED IN CHAPTER 5J-17.050 THROUGH .052, FLORIDA ADMINISTRATIVE CODE AND THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE MINIMUM RELATIVE DISTANCE ACCURACY FOR RURAL LAND USE.
9. UNLESS IT BEARS THE DIGITAL SIGNATURE AND CERTIFICATION OR THE PHYSICAL SIGNATURE AND SEAL OF THE LICENSED SURVEYOR AND MAPPER, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

**LEGAL DESCRIPTION:**

A PORTION OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE S89°15'24"E ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHEAST 1/4, A DISTANCE OF 1367.45 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF E. HIGHWAY No. 318 (66 FEET WIDE); THENCE N61°52'21"E ALONG SAID RIGHT-OF-WAY LINE, 620.20 FEET TO A POINT ON A LINE 60 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N01°03'47"W, ALONG SAID LINE, 1048.28 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE N01°04'03"W, ALONG A LINE 60 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1321.83 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4; THENCE N89°04'11"W ALONG SAID NORTH LINE, 1862.97 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°09'37"W, 2674.60 FEET TO THE POINT OF BEGINNING.



- LEGEND**
- C.M. CONCRETE MONUMENT
  - I.R. IRON ROD
  - N&D NAIL & DISC
  - R/W RIGHT OF WAY
  - E/P EDGE OF PAVEMENT
  - C/L CENTERLINE
  - SEC. SECTION
  - TWP. TOWNSHIP
  - RGE. RANGE
  - (P) PLAT MEASUREMENT
  - (D) DESCRIPTION MEASUREMENT
  - (F) FIELD MEASUREMENT
  - R. RADIUS
  - D or Δ CENTRAL ANGLE
  - CB ARC LENGTH
  - CB CHORD BEARING
  - LC LENGTH OF CHORD
  - D.R.B. OFFICIAL RECORDS BOOK
  - P&G PAGE
  - CONC. CONCRETE
  - UTILITY POLE AND GUY ANCHOR
  - OVERHEAD WIRES
  - FENCE
  - CONCRETE CONCRETE
  - ASPHALT ASPHALT

MEKELLE M. BOYER DATE \_\_\_\_\_  
 PROFESSIONAL SURVEYOR & MAPPER  
 REGISTRATION No. 7398  
 STATE OF FLORIDA