



Marion County Board of County Commissioners

Growth Management ♦ Zoning
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

APPLICATION COMPLETE
DATE COMPLETED 2/29/24
INITIALS [Signature]
TENTATIVE MEETING DATES
P&Z PH 4/29/24
BCC/P&Z PH 5/21/24

RECEIVED

FEB 27 2024

MC GROWTH SERVICES

APPLICATION FOR ZONING CHANGE

Application No.: \_\_\_\_\_

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from A-1 (GENERAL AGRICULTURE)

to B-2 (COMMUNITY BUSINESS), for the intended use of:

MIXED USE OF COMMERCIAL FACILITIES ALLOWED IN THE B-2 ZONING DISTRICT

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): A PORTION OF PARCEL NUMBERS 23307-000-00 AND 23307-000-01

Property dimensions: SEE SKETCH OF DESCRIPTION (DIMENSIONS VARY) Total acreage: 6.42 ACRES +/-

Directions: North on SE 25th Ave to SR 40, West on SR 40 to property. Located on the south side of SR 40, just before NW 73rd Ter.

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

Steve Mendez, CHI OCALA 2 PROPERTIES, LLC

Paolo Mastroserio, Mastroserio Engineering, Inc.

Property owner name (please print)

Applicant or agent name (please print)

3557 SW 58TH STREET

170 SE 32ND PLACE

Mailing address

Mailing address

OCALA, FLORIDA, 34471

OCALA, FLORIDA, 34471

City, state, zip code

City, state, zip code

352-427-9780

352-433-2185

Phone number (please include area code)

Phone number (please include area code)

Email Address: LAHACIENDAOCALA@AOL.COM

PAOLO@MASTROSERIOENG.COM

Signature

Signature

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is \$1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

FOR OFFICE USE ONLY

RECEIVED BY: [Signature] DATE: 2/27/2024 ZONING MAP NO.: 128
LAND USE: LR ZONING: A1 SECT/WP/RGE: 18 / 15 / 21

Rev. 07/02/2019

PROJECT: 2024020103
AR: 31236

"Meeting Needs by Exceeding Expectations"

## ATTACHMENT A

### LEGAL DESCRIPTION

A PORTION OF THE EAST 1/2 OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 18; THENCE S89°53'15"E ALONG THE NORTH LINE OF SAID S.E. 1/4, A DISTANCE OF 660.76 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°34'04"W ALONG THE WEST LINE OF SAID EAST 1/2 OF THE N.W. 1/4 OF THE S.E. 1/4, A DISTANCE OF 152.25 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 40 (200 FEET WIDE), SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S00°34'04"W ALONG SAID WEST LINE, A DISTANCE OF 637.36 FEET; THENCE DEPARTING SAID WEST LINE, PROCEED S89°27'35"E, 631.87 FEET TO A POINT THAT IS 30.00 FEET WEST, AS MEASURED AT RIGHT ANGLES, OF THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 18; THENCE N00°29'09"E ALONG A LINE 30.00 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4, A DISTANCE OF 270.08 FEET TO A POINT ON THE SOUTH LINE OF MARION COUNTY TAX PARCEL No. 23309-001-00; THENCE S75°20'05"W ALONG SAID SOUTH LINE, A DISTANCE OF 311.68 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE DEPARTING SAID SOUTH LINE, PROCEED N00°29'09"E ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 449.03 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 40; THENCE DEPARTING SAID WEST LINE, PROCEED N89°27'36"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 330.12 FEET TO THE POINT OF BEGINNING.



MASTROSERIO

ENGINEERING, INC

CONSULTING CIVIL & ENVIRONMENTAL ENGINEERS  
SPECIALIZING IN SITE & SUBDIVISION DEVELOPMENT

170 SE 32<sup>ND</sup> PLACE, Ocala, FL 34471

PH: (352).433.2185

paolo@mastroserioeng.com

February 27, 2024

Mr. Ken Odom  
Marion County Growth Services  
2710 EAST SILVER SPRINGS BLVD.  
Ocala, Florida 34470

RE: "CHI OCALA 2 PROPERTIES, LLC" LAND USE & REZONING

Dear Mr. Odom,

I am providing you with the following application and supporting documents for the purpose of requesting a rezoning land use change for the project referenced above:

An executed Land Use application.

An executed Rezoning application.

A check in the amount of \$4,000.00 for the Land Use & Rezoning Application fee.

A Legal Description.

A copy of the Warranty Deeds.

A Sketch of Description Survey, which includes the Legal Description.

A Conceptual Plan for informational purposes.

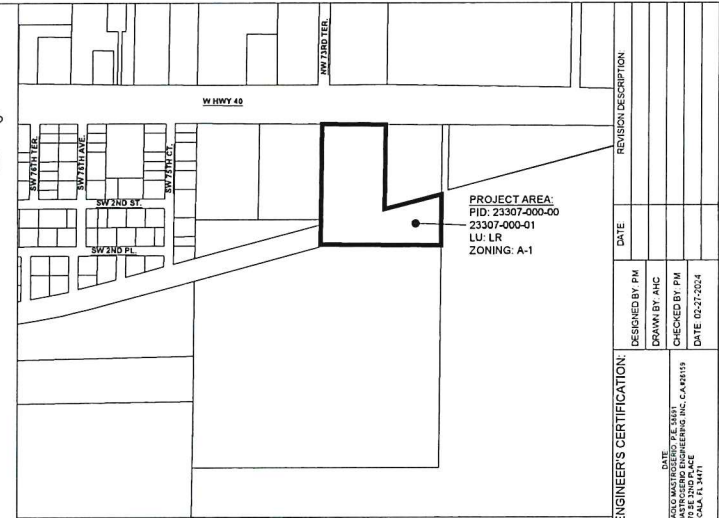
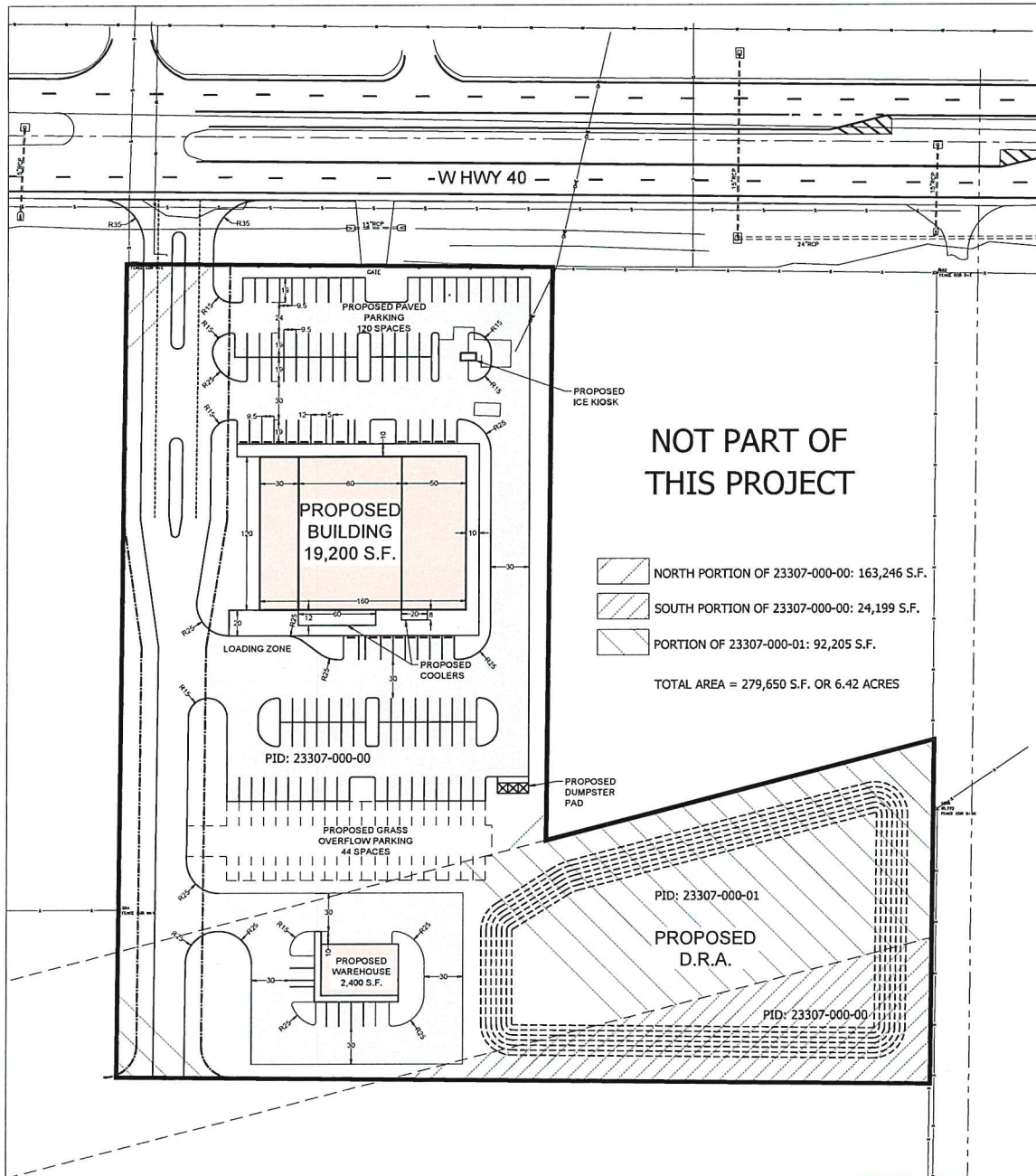
An electronic file including all the above information.

If you should have any questions or comments, please feel free to call me at (352) 433-2185

Sincerely,

Paolo Mastroserio, P.E.

ATTACHMENT A



LOCATION MAP: SCALE: 1" = 300'

**SITE DATA:**  
 PROJECT NAME: MENDEZ CONCEPT  
 PROJECT LOCATION: 7312 W HWY 40, OCALA, FL  
 OWNER: CHI OCALA 2 PROPERTIES, LLC.  
 P.I.D.: 23307-000-00  
 TOTAL SITE AREA: 279,650 = 6.42 ACRES +/-  
 EXISTING ZONING: A-1  
 EXISTING LAND USE: LR  
 BUILDING SETBACKS: FRONT: 30' SIDE: 10' REAR: 10'

THIS SITE CURRENTLY HAS A MAJORITY OF OPEN GREEN SPACE.

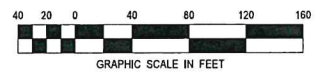
**PROPOSED DEVELOPMENT:**  
 THE PROPOSED DEVELOPMENT FOR THIS SITE WILL INCLUDE A LAUNDROMAT/GROCERY STORE/RESTAURANT BUILDING, WAREHOUSE BUILDING, ICE KIOSK AS WELL AS ALL ASSOCIATED PAVEMENT, UTILITIES, STORM WATER FACILITIES AND INFRASTRUCTURE.

**DATA BLOCK OF SITE COVERAGE:**  
 (ONSITE COVERAGE ONLY - TOTAL PARCEL AREA)

**SITE BREAKDOWN:**  
 PORTION OF PARCEL 23307-000-00: 187,445 S.F. (67.03%)  
 PORTION OF PARCEL 23307-000-01: 92,205 S.F. (32.97%)  
**TOTAL PROJECT AREA:** 279,650 S.F. (100.00%)

**PROPOSED COVERAGE:**  
 PROPOSED BUILDINGS: 21,672 S.F. (7.75%)  
 PROPOSED CONCRETE: 6,648 S.F. (2.38%)  
 PROPOSED PAVEMENT: 101,841 S.F. (36.42%)

**TOTAL PROPOSED IMPERVIOUS:** 130,161 S.F. (46.54%)  
 PROPOSED DRA: 57,888 S.F. (20.70%)  
 OPEN SPACE: 91,601 S.F. (32.76%)



REVISION DESCRIPTION	DATE

**ENGINEER'S CERTIFICATION:**  
 DESIGNED BY PM: [Signature]  
 DRAWN BY: AHC  
 CHECKED BY: PM  
 DATE: 02-27-2024

**DATE:** 02-27-2024  
**PROJECT:** MENDEZ CONCEPT  
**LOCATION:** 7312 W HWY 40, OCALA, FL 32067  
**SCALE:** 1" = 300'  
**PROJECT NO.:** 23-21  
**DATE:** 02-27-2024

MASTROSERIO ENGINEERS, P.L.L.C.  
 CIVIL & ENVIRONMENTAL SITE DESIGN  
 179 SE 2ND PLACE  
 SUITE 200  
 PALM BEACH, FL 33480  
 PH: (561) 833-3745  
 FAX: (561) 833-3745  
 PLO@MASTROSERIOENGINEERING.COM

PROJECT: MENDEZ CONCEPT  
 MARION COUNTY, FL SEC. 18, TWP. 15, RGE. 21

SCALE: 1"=40'

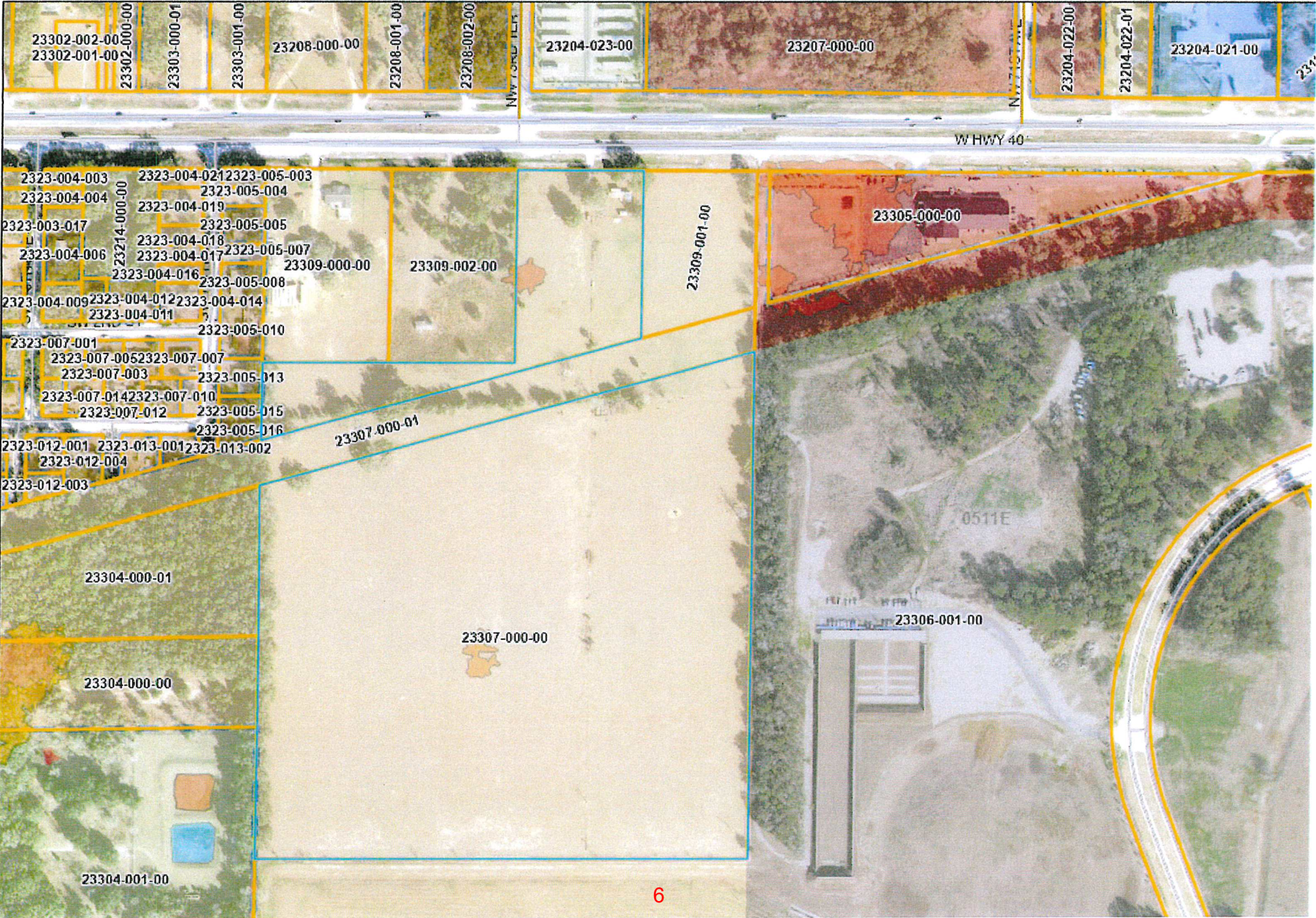
JOB#: 23-21

SHEET C1

TITLE: CONCEPT PLAN



ATTACHMENT A MCBCC Interactive Map - Internal



Jimmy H. Cowan, Jr., CFA  
**Marion County Property Appraiser**



501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2024 Property Record Card  
**Real Estate**

23307-000-00

[GOOGLE Street View](#)

Prime Key: 582484

[Beta MAP IT+](#)

Current as of 2/29/2024

Property Information

CHI OCALA 2 PROPERTIES LLC  
 3557 SW 58TH ST  
 OCALA FL 34471-9505

Taxes / Assessments:

Map ID: 128

Millage: 9002 - UNINCORPORATED

M.S.T.U.

PC: 63

Acres: 37.98

Situs: 7312 W HWY 40 OCALA

2023 Certified Value

Land Just Value	\$533,677		
Buildings	\$14,102		
Miscellaneous	\$510		
Total Just Value	\$548,289	Impact	
Total Assessed Value	\$50,242	Land Class Value	(\$498,047)
Exemptions	\$0	Total Class Value	\$35,630
Total Taxable	\$50,242	<u>Ex Codes:</u> 08	\$50,242

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2023	\$533,677	\$14,102	\$510	\$548,289	\$50,242	\$0	\$50,242
2022	\$533,677	\$10,729	\$510	\$544,916	\$45,316	\$0	\$45,316
2021	\$508,530	\$8,038	\$510	\$517,078	\$39,623	\$0	\$39,623

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
<a href="#">7656/0875</a>	12/2021	07 WARRANTY	4 V-APPRAISERS OPINION	Q	I	\$539,300
<a href="#">6737/1214</a>	03/2018	60 CRT ORD	0	U	I	\$100
<a href="#">DETH/REGS</a>	01/2017	71 DTH CER	0	U	I	\$100
<a href="#">6547/1798</a>	01/2017	74 PROBATE	0	U	I	\$100
<a href="#">DETH/REGS</a>	11/2016	71 DTH CER	0	U	I	\$100
<a href="#">3781/0212</a>	06/2004	43 R-O-W	0	U	I	\$100
<a href="#">2454/0028</a>	01/1998	07 WARRANTY	0	U	V	\$100
<a href="#">UNRE/INST</a>	10/1984	71 DTH CER	0	U	V	\$100
<a href="#">0575/0477</a>	07/1973	07 WARRANTY	1 LIFE ESTATE	U	V	\$100

Property Description

SEC 18 TWP 15 RGE 21  
 W 1/2 OF NE 1/4 OF NW 1/4 SE 1/4  
 EXC RR ROW &  
 S 1/2 OF NW 1/4 OF SE 1/4  
 EXC RR ROW  
 EXC THE E 30 FT (OR BK 875-133/134) &  
 N 1/2 OF SW 1/4 OF SE 1/4  
 EXC THE E 30 FT (OR BK 875-133/134) &  
 EXC E 30 FT OF N 3/4 OF W 1/2 OF SE 1/4 (OR BK 127-688)  
 EXC SR 40 ROW TAKING BEING MORE PARTICULARLY DESC AS:  
 FROM THE NE COR OF NW 1/4 OF SEC 18 TH S 00-39-29 W 2635.15  
 FT TH CONT S 00-39-29 W 33 FT TH S 89-27-03 E 660.96 FT TO  
 THE POB TH S 89-27-03 E 330.49 FT TH S 00-31-53 W 134.11 FT  
 TH N 89-27-10 W 330.59 FT TH N 00-34-25 E 134.12 FT TO THE  
 POB

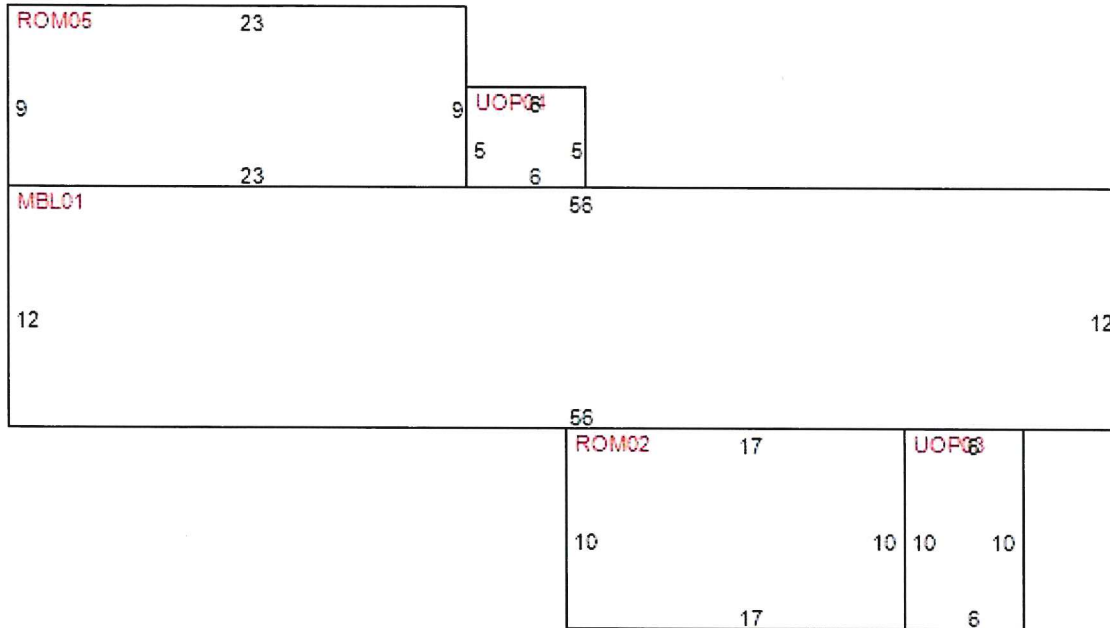
[Land Data - Warning: Verify Zoning](#)

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class	Value	Just Value
0200		1,300.0	1,307.0	A1	1.00	AC							
6302		.0	.0	A1	36.98	AC							

Neighborhood 8362 - TR 15/21 ACREAGE MARKET 9  
 Mkt: 9 70

[Traverse](#)

**Building 1 of 1**  
 MBL01=L56D12R56U12.D12L11  
 ROM02=D10L17U10R17.  
 UOP03=D10R6U10L6.R11U12L27  
 UOP04=U5L6D5R6.L6  
 ROM05=U9L23D9R23.



Building Characteristics

**Improvement** MH - MOBILE - MOBILE HOME RESID  
**Effective Age** 9 - 40-99 YRS  
**Condition** 0  
**Quality Grade** 200 - LOW  
**Inspected on** 10/3/2018 by 080

**Year Built** 1972  
**Physical Deterioration** 0%  
**Obsolescence: Functional** 0%  
**Obsolescence: Locational** 0%  
**Architecture** 2 - MBL HOME  
**Base Perimeter** 254

Type ID	Exterior Walls	Stories	Year Built	Finished Attic	Bsmt Area	Bsmt Finish	Ground Floor Area	Total Flr Area
MBL 0120	- MH ALUM SIDING	1.00	1972	N	0 %	0 %	672	672
ROM 0220	- MH ALUM SIDING	1.00	1991	N	0 %	0 %	170	170
UOP 0301	- NO EXTERIOR	1.00	1991	N	0 %	0 %	60	60
UOP 0401	- NO EXTERIOR	1.00	1991	N	0 %	0 %	30	30
ROM 0520	- MH ALUM SIDING	1.00	1991	N	0 %	0 %	207	207

**Section: 1**

<b>Roof Style:</b> 02 FLAT WOOD STR	<b>Floor Finish:</b> 24 CARPET	<b>Bedrooms:</b> 2	<b>Blt-In Kitchen:</b> Y
<b>Roof Cover:</b> 14 CORRUGATED MTL	<b>Wall Finish:</b> 12 PLYWD PANELING	<b>4 Fixture Baths:</b> 0	<b>Dishwasher:</b> N
<b>Heat Meth 1:</b> 22 DUCTED FHA	<b>Heat Fuel 1:</b> 06 GAS	<b>3 Fixture Baths:</b> 1	<b>Garbage Disposal:</b> N
<b>Heat Meth 2:</b> 00	<b>Heat Fuel 2:</b> 00	<b>2 Fixture Baths:</b> 0	<b>Garbage Compactor:</b> N
	<b>Fireplaces:</b> 0	<b>Extra Fixtures:</b> 2	

Foundation: 3 PIER  
A/C: N

Intercom: N  
Vacuum: N

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
256 WELL 1-5 BTH	1.00	UT	99	1968	1	0.0	0.0
190 SEPTIC 1-5 BTH	1.00	UT	99	1968	1	0.0	0.0
ADU UTILITY-ALUM	200.00	SF	40	1982	1	20.0	10.0

Appraiser Notes

MAKE= RITZ CRAFT  
TAG = UNKNOWN

Planning and Building  
\*\* Permit Search \*\*

Permit Number	Date Issued	Date Completed	Description
MA44262	7/1/1991	-	MOBILE HOME ADDITION

ATTACHMENT A

Prepared by and return to:

Brandie P. Bennett  
Brick City Title Insurance Agency, Inc.  
521 NE 25th Avenue  
Ocala, FL 34470  
(352) 622-8732  
File No 20-1654A

Parcel Identification No 23307-000-00

[Space Above This Line For Recording Data]

**WARRANTY DEED**

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 3rd day of December, 2021 between Marilyn Stinson, whose post office address is 3454 Southwest 115th Avenue, Ocala, FL 34481, Grantor, to CHI OCALA 2 PROPERTIES, LLC, a Florida Limited Liability Company, whose post office address is 3557 Southwest 58th Street, Ocala, FL 34471, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Marion, Florida, to-wit:

**THE WEST 1/2 OF THE NE 1/4 OF THE NW 1/4 OF THE SE 1/4; AND THE SOUTH 1/2 OF THE NW 1/4 OF THE SE 1/4; AND THE NORTH 1/2 OF THE SW 1/4 OF THE SE 1/4; SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST, EXCEPT ROAD RIGHT-OF-WAY FOR STATE ROAD 40.**

**LESS AND EXCEPT:**

**THOSE CERTAIN PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 127, PAGE 688, OFFICIAL RECORDS BOOK 875, PAGE 133 AND OFFICIAL RECORDS BOOK 875, PAGE 134 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.**

**\*Said property is not the homestead of the Grantor nor contiguous thereto.**

**Together with** all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**Subject to** taxes for 2021 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**And** Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]  
WITNESS SIGNATURE  
Brandie P. Bennett  
PRINTED NAME

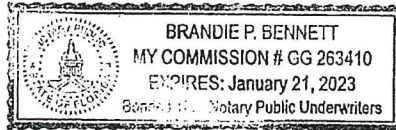
[Signature]  
Marilyn Stinson

[Signature]  
WITNESS SIGNATURE  
Adrian Bell  
PRINTED NAME

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 December, 2021, by Marilyn Stinson.

[Signature]  
Signature of Notary Public  
Print, Type/Stamp Name of Notary



Personally Known: \_\_\_\_\_ OR Produced Identification: X  
Type of Identification  
Produced: FIDM



Jimmy H. Cowan, Jr., CFA  
**Marion County Property Appraiser**

501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2024 Property Record Card  
**Real Estate**

23307-000-01

Prime Key: 3813456

[Beta MAP IT+](#)

Current as of 2/29/2024

[Property Information](#)

CHI OCALA 2 PROPERTIES LLC  
 3557 SW 58TH ST  
 OCALA FL 34471-9505

[Taxes / Assessments:](#)

Map ID: 128

[Millage:](#) 9002 - UNINCORPORATED

[M.S.T.U.](#)

[PC:](#) 63

Acres: 10.61

[2023 Certified Value](#)

Land Just Value	\$82,068		
Buildings	\$0		
Miscellaneous	\$0		
Total Just Value	\$82,068	Impact	(\$80,137)
Total Assessed Value	\$1,931	Land Class Value	\$1,931
Exemptions	\$0	Total Class Value	\$1,931
Total Taxable	\$1,931	<a href="#">Ex Codes:</a> 08	

[History of Assessed Values](#)

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2023	\$82,068	\$0	\$0	\$82,068	\$1,931	\$0	\$1,931
2022	\$82,068	\$0	\$0	\$82,068	\$1,485	\$0	\$1,485
2021	\$84,031	\$0	\$0	\$84,031	\$84,031	\$0	\$84,031

[Property Transfer History](#)

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
<a href="#">7300/0852</a>	10/2020	05 QUIT CLAIM	2 V-SALES VERIFICATION	U	V	\$180,000
<a href="#">1415/1316</a>	07/1986	48 CORP CHNGE	0	U	V	\$100

[Property Description](#)

SEC 18 TWP 15 RGE 21  
 VACATED SEABOARD COAST LINE ROW LYING WITHIN SEC DESC AS FOLLOWS:  
 COM AT NW COR OF SW 1/4 OF SEC 18 TH S 00-03-50 E 1104.54 FT TO INTERSECTION  
 WITH N LINE OF CSX RAILROAD ROW SAID PT ALSO BEING POB TH S 00-03-50 E 150 FT  
 TH S 89-58-00 E 1345.24 FT TO PT OF CURVATURE OF A CURVE CONCAVE NLY HAVING  
 RAD OF 2940 & CENTRAL ANGLE OF 15-10-20 THJ NELY ALG ARC OF CURVE 778.53 FT &  
 CHORD BEARING & DIS OF N 82-26-50 E 776.25 FT TO PT OF TANGENCY THEREOF TH  
 N 74-51-40 E 1909.19 FT TH N 00-00-44 E 155.40 FT TH S 74-51-40 W  
 1340.56 FT TO INTERSECTION WITH E LINE OF SW 1/4 OF SEC 18 SAID PT BEING

ATTACHMENT A

SE COR OF KINGS PARK AS REC IN PLAT BOOK F-93 TH S 74-51-40 W 609.24 FT TO PT OF CURVATURE OF A CURVE CONCAVE NLY HAVING RAD OF 2790 FT & CENTRAL ANGLE OF 154-10-20 TH SWLY ALG ARC OF CURVE & ALG SAID N LINE OF CSX RAILROAD ROW PARCEL & S BDY OF KINGS PAR A DIS OF 738.80 FT (CHORD BEARING & DIS OF S 82-26-50 W 736.65 FT) TO PT OF TANGENCY TH N 89-58-00 W 14.29 FT TH N 89-58-00 W 1331.21 FT TO POB.

Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class	Value	Just Value
6302		.0	.0	A1	10.61	AC							
Neighborhood 8362 - TR 15/21 ACREAGE MARKET 9													
Mkt: 9 70													

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width

Appraiser Notes

Planning and Building  
\*\* Permit Search \*\*

Permit Number	Date Issued	Date Completed	Description

ATTACHMENT A

This instrument prepared by  
or under the direction of:

Kim R. Bongiovanni  
Assistant General Counsel  
Law Department  
500 Water Street  
Jacksonville, Florida 32202

**QUITCLAIM DEED**

THIS QUITCLAIM DEED, made this 15TH day of OCTOBER, 2020, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, and whose Tax Identification Number(s) 54-6000720, hereinafter called "Grantor", and CHI OCALA 2 PROPERTIES, LLC, a Florida Limited Liability Company, whose mailing address is 3557 SW 58<sup>th</sup> Street, Ocala, Florida 34471, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to that certain tract or parcel of land situate, lying and being at Ocala, County of Marion, State of Florida, and having a Tax Parcel Identification Number of 23307-000-01, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 13.89 acres, more or less.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever; SUBJECT to reservations, easements, covenants, restrictions and limitations of record or platted, all existing public utilities and roadways, and all existing encroachments, ways and servitudes, howsoever created.

## ATTACHMENT A

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed for use only as industrial or commercial property. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than industrial or commercial purposes and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, (c) any recreational purpose (recreational use shall be defined broadly to include, without limitation, use as a public park, hiking or biking trail, athletic fields or courts, or public gathering place), (d) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human) or (e) the establishment of a mitigation bank and/or the sale, lease, license, conveyance or in any way distribution of mitigation credits. By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

Grantee, by acceptance of this deed, covenants and represents that Grantee owns property adjoining the Premises and has access to the Premises through Grantee's adjoining property or through other property not owned by Grantor. Grantee, on its behalf, its heirs, personal representatives, successors and assigns, releases Grantor, its successors and assigns, from any responsibility, obligation or liability to provide access to the Premises through land now owned or subsequently acquired by Grantor. Should Grantee ever convey the Premises, or any portion thereof, to a third party, Grantee will provide access to the Premises through Grantee's adjoining property or through other property not owned by Grantor.

Grantee acknowledges that this deed is made upon Grantee's solicitation and request, and was not in any way initiated by Grantor. Grantor does not represent or warrant to Grantee any ownership or estate in the Premises or any specific title or interest in the Premises, which constituted a strip of Grantor's former railroad operating property; and Grantee hereby releases Grantor, its officers and agents, from any claim or demand resulting from this deed, or from any failure of or defect in Grantee's title to the Premises.

Grantee hereby agrees, as additional consideration for the conveyance of the Premises, to defend, indemnify and hold Grantor harmless from and against any and all liability, loss, cost and/or expense, including reasonable attorney fees, arising out of or in connection with any and all suits or causes of actions instituted by third parties against Grantor or Grantee as a result of the conveyance of the Premises to Grantee or as a result of the failure of title to any portion of the Premises.

## ATTACHMENT A

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantor retains title to property adjacent to the Premises.

Said covenant(s) shall run with title to the Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW**

ATTACHMENT A

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered  
in the presence of:

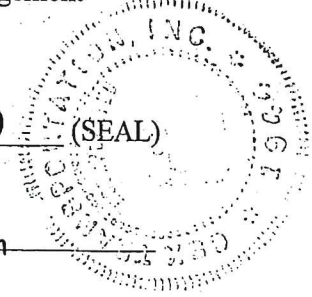
CSX TRANSPORTATION, INC.:

Luís Vazquez  
LUIS VAZQUEZ

By: Sean M. Nesselt  
Name: Sean M. Nesselt  
Title: Sr. Director Real Estate Management

Jessica Braig  
JESSICA BRAIG

Attest Mark D. Austin (SEAL)  
Secretary  
Print Name: Mark D Austin



ATTACHMENT A

STATE OF FLORIDA        )  
  ) SS.  
COUNTY OF DUVAL        )

I, SARAH A. WATSON, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Sean M. Nesselt (X) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me by means of (X) physical presence or ( ) online notarization first duly sworn, did make oath, acknowledge and say that: he is Sr. Director Real Estate Management of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 14th day of OCTOBER, 2020.

My commission expires on: 2-2-2024

[Signature] (SEAL)  
Notary Public  
Print Name: SARAH A. WATSON



ATTACHMENT A

EXHIBIT A

Description of property at: Ocala, Marion County, Florida  
To: Chi Ocala 2 Properties, LLC  
CSXT Deed File No.: 2020-1543

THE INTENT OF THE FOLLOWING DESCRIPTION OF LAND IS TO REFLECT THE INFORMATION FOR THE REMAINING PARCELS 3 AND 4 AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP ATLANTIC COAST LINE RAILROAD CO. OCALA TO JULIETTE DATED JUNE 30, 1917 V5bFLA SHEET 4 (V00790):

A PORTION OF THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE S.W. 1/4 OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S00°03'50"E ALONG THE WEST LINE OF SAID S.W. 1/4, A DISTANCE OF 1104.54 FEET TO THE INTERSECTION WITH THE NORTH LINE OF CSX RAILROAD RIGHT-OF-WAY PARCEL (150 FEET WIDE), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE S00°03'50"E ALONG THE WEST LINE OF SAID S.W. 1/4, A DISTANCE OF 150.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID CSX RAILROAD RIGHT-OF-WAY PARCEL; THENCE DEPARTING SAID WEST LINE, PROCEED S89°58'00"E ALONG SAID SOUTH LINE, 1345.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2940.00 FEET AND A CENTRAL ANGLE OF 15°10'20"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTH LINE, 778.53 FEET (CHORD BEARING AND DISTANCE OF N82°26'50"E, 776.25 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID SOUTH LINE N74°51'40"E, 1909.19 FEET TO A POINT THAT IS 30.00 FEET WEST, AS MEASURED AT RIGHT ANGLES, OF THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID SOUTH LINE, PROCEED N00°00'44"E ALONG A LINE 30.00 FEET WEST OF AND PARALLEL TO SAID EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 155.40 FEET TO A POINT ON THE NORTH LINE OF SAID CSX RAILROAD RIGHT-OF-WAY PARCEL; THENCE S74°51'40"W ALONG SAID NORTH LINE, 1340.56 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, SAID POINT BEING THE SOUTHEAST CORNER OF KINGS PARK AS RECORDED IN PLAT BOOK F, PAGE 93 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE S74°51'40"W ALONG SAID NORTH LINE AND THE SOUTH BOUNDARY OF SAID KINGS PARK A DISTANCE OF 609.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2790.00 FEET AND A CENTRAL ANGLE OF 15°10'20"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTH LINE OF CSX RAILROAD RIGHT-OF-WAY PARCEL AND SAID SOUTH BOUNDARY OF KINGS PARK, A DISTANCE OF 738.80 FEET (CHORD BEARING AND DISTANCE OF S82°26'50"W, 736.65 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID NORTH LINE AND SAID SOUTH BOUNDARY N89°58'00"W, 14.29 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, SAID POINT BEING THE SOUTHWEST CORNER OF SAID KINGS PARK; THENCE CONTINUE N89°58'00"W ALONG THE NORTH LINE OF SAID CSX RAILROAD RIGHT-OF-WAY PARCEL A DISTANCE OF 1331.21 FEET TO THE POINT OF BEGINNING.