



**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

MAY 7, 2021

CHW
MARTIN DARDIS
11801 RESEARCH DRIVE
ALACHUA, FL 32615

SUBJECT: DRC INFORMATIONAL LETTER
PROJECT NAME: CRS FLEMINGTON
PROJECT #2021010082
APPLICATION: FINAL PLAT #26107

Dear Martion:

The above referenced project was reviewed by Development Review staff and the following comments are for your review. You need not reply to the comments, and if the comments have been previously completed, simply disregard. Your plan will be scheduled for approval by the Development Review Committee on May 10, 2021. This item will be on the consent agenda and attendance is not required.

- 1 DEPARTMENT: ENGIN - DEVELOPMENT REVIEW
REVIEW ITEM: 2.1.3 - Order of plan approval
STATUS OF REVIEW: INFO
REMARKS: 2/8/21 - Major site plan for Commercial Retail Store Flemington in review AR #26013
- 2 DEPARTMENT: ENGIN - DEVELOPMENT REVIEW
REVIEW ITEM: 2.19.3 - Executed mylar prior to plan approval & 6.4.4.K - All signatures shall be original and made in permanent dark ink
STATUS OF REVIEW: INFO
REMARKS:
- 3 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.

- 4 DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION
REVIEW ITEM: 2.12.24 Show location and dimensions of required land use buffering.
STATUS OF REVIEW: INFO
REMARKS: to be submitted with improvement plan
- 5 DEPARTMENT: ENRAA - ACQ AGENT ENG ROW
REVIEW ITEM: 6.3.1.C(15)(d) - Covenants, restrictions, or reservations
STATUS OF REVIEW: INFO
REMARKS: 3/31/21 - CONDITIONAL APPROVAL subject to Covenants, Restrictions, and/or
Reservations affecting ownership or use of the property shown in this plat being filed in Marion County
Official Records.
Plat may be approved by DRC with the condition that the Covenants, Restrictions, and/or Reservations
documents are provided prior to Building Permit Final Inspection for Commercial Retail Store AR#26013

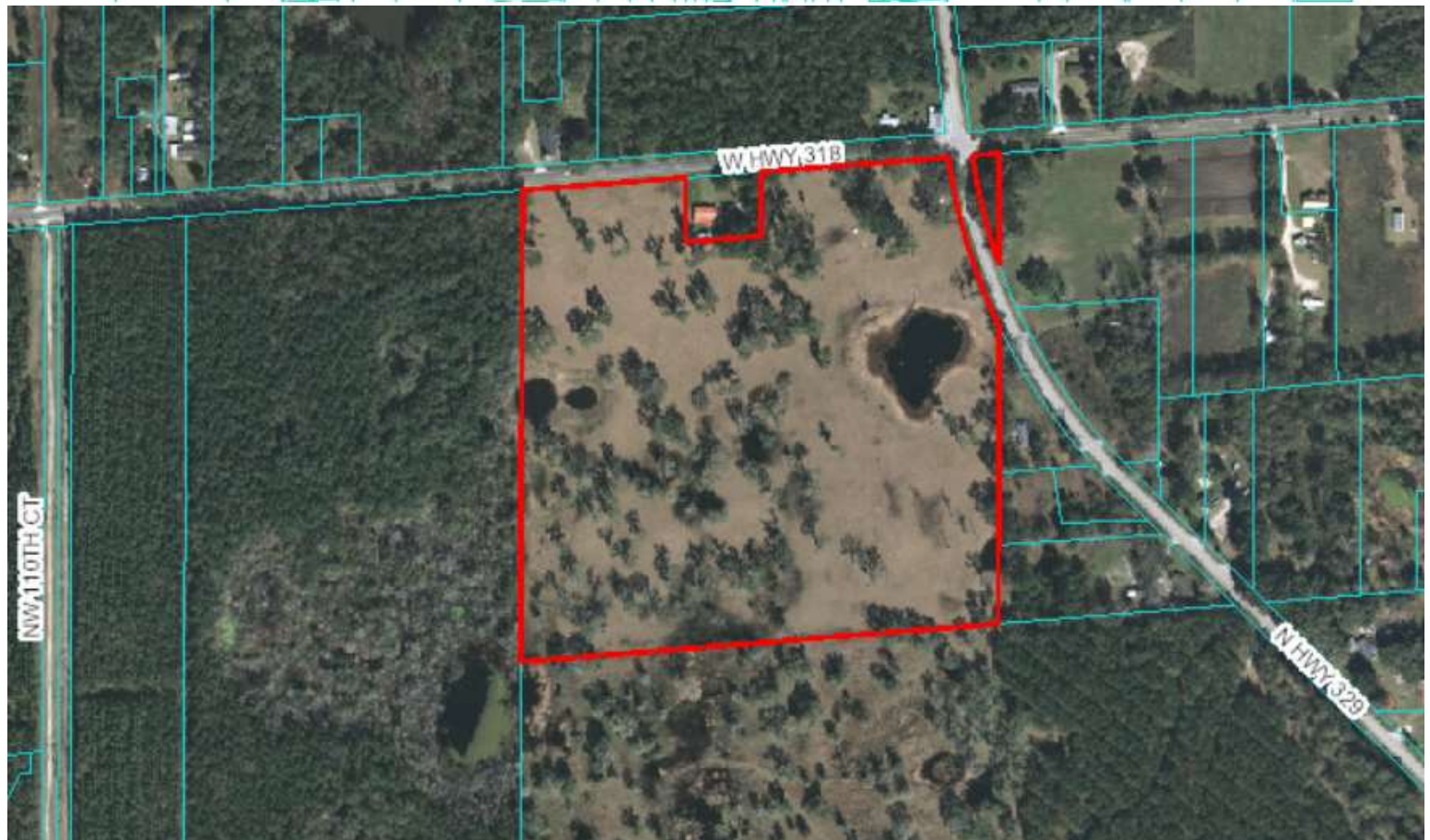
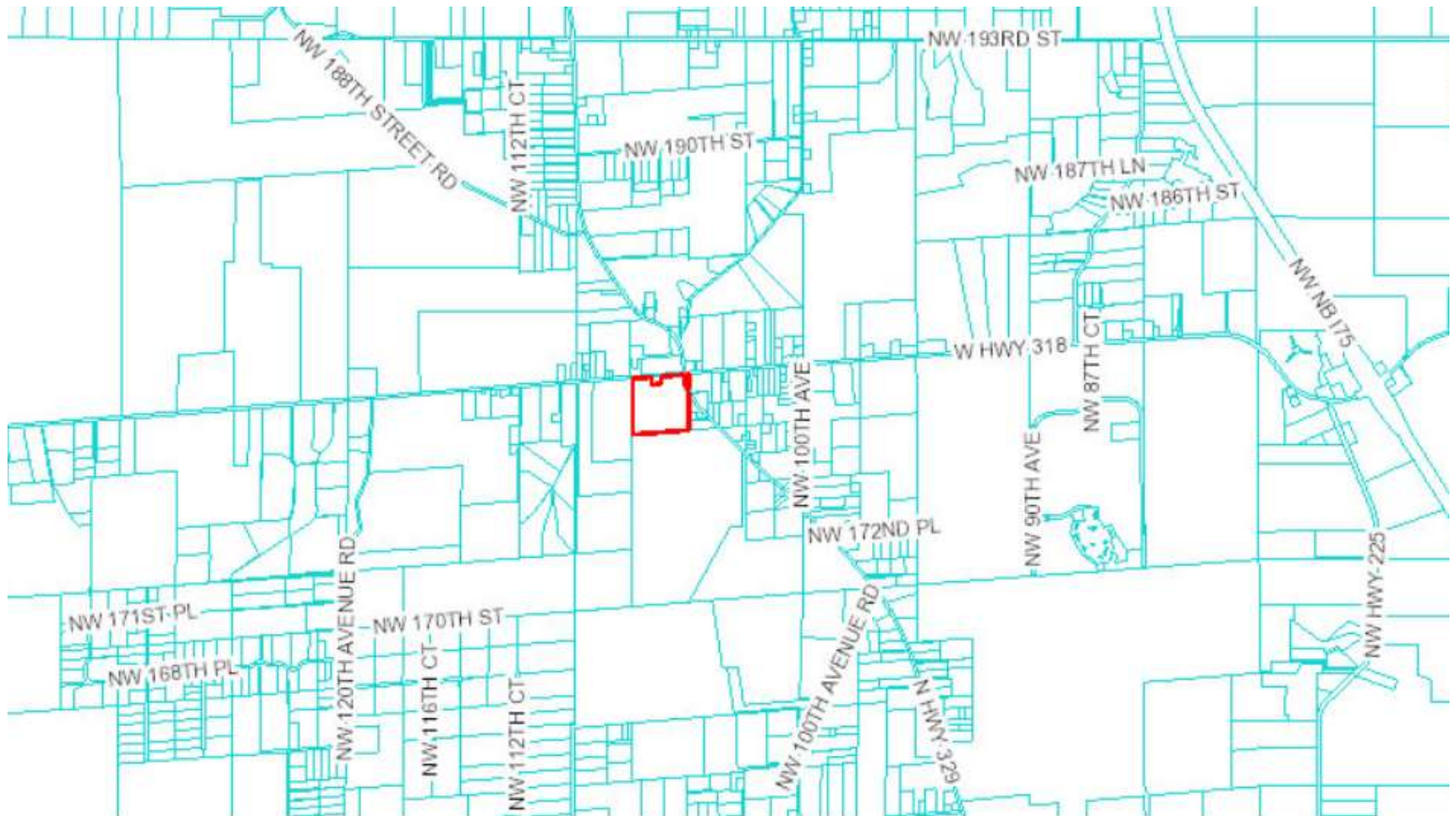
If you have any questions please contact me at (352) 671-8682 or carla.sansone@marioncountyfl.org.

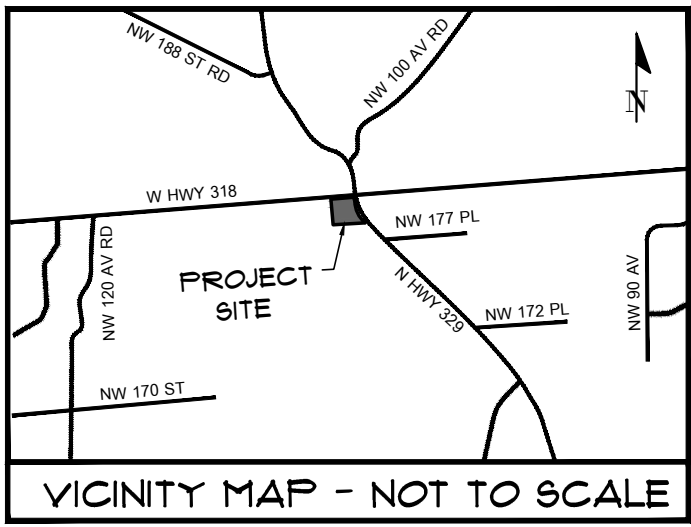
Sincerely,



Carla Sansone
Development Review Coordinator

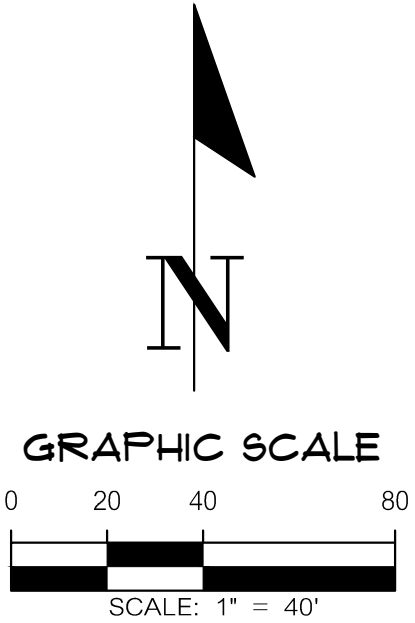
CRS FLEMINGTON - FINAL PLAT
17970 N HWY 329 REDDICK
Project #2021010082 #26107 Parcel #01995-000-00
CHW



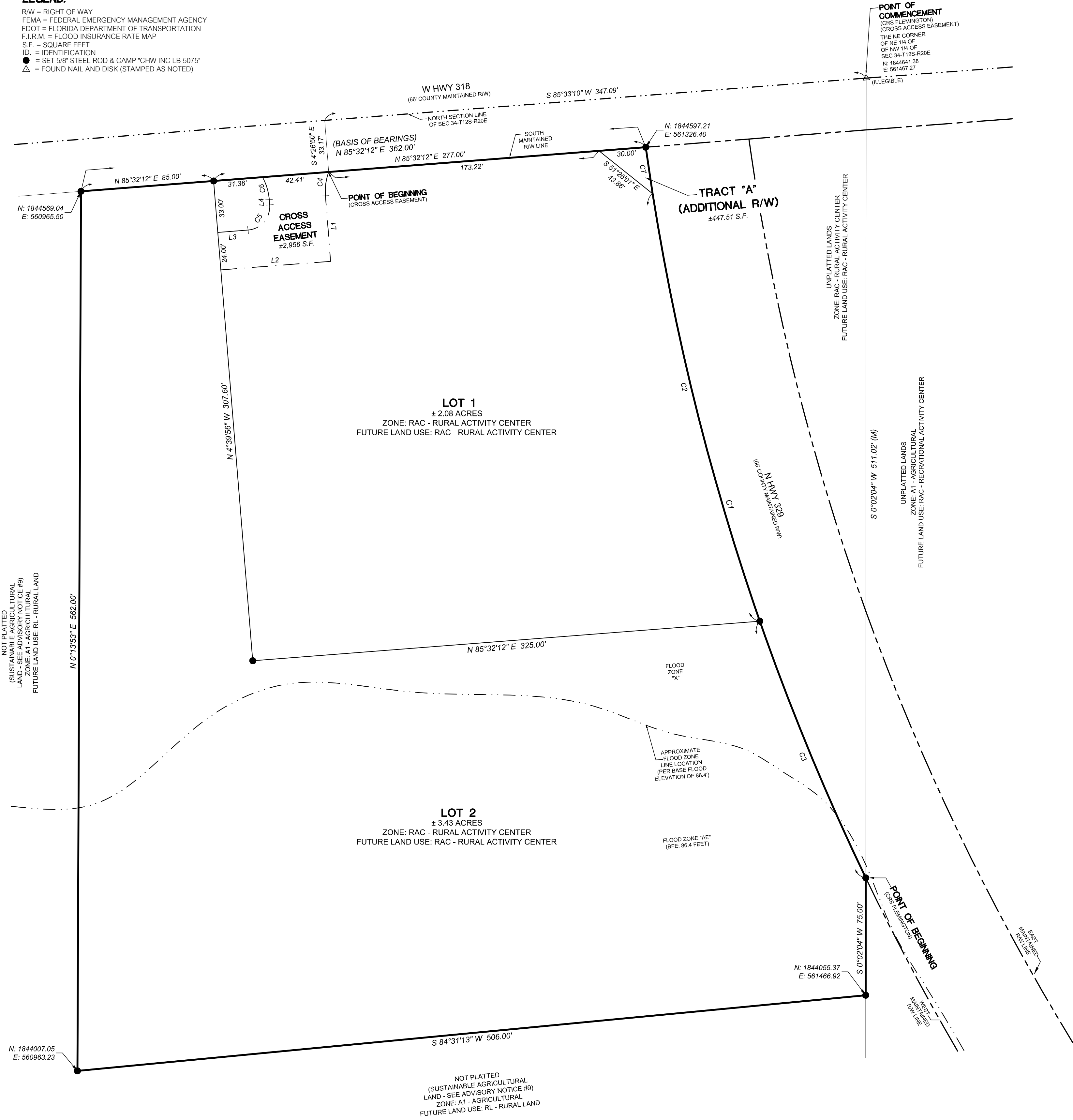


CRS FLEMINGTON

SITUATED IN THE NORTHEAST QUARTER (NE 1/4)
OF THE NORTHWEST QUARTER (NW 1/4) OF
SECTION 34, TOWNSHIP 12 SOUTH, RANGE 20 EAST,
MARION COUNTY, FLORIDA



LEGEND:
R/W = RIGHT OF WAY
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
F.I.R.M. = FLOOD INSURANCE RATE MAP
S.F. = SQUARE FEET
ID. = IDENTIFICATION
● = SET 5/8" STEEL ROD & CAMP "CHW INC LB 5075"
△ = FOUND NAIL AND DISK (STAMPED AS NOTED)



DESCRIPTION (CRS FLEMINGTON)
A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 20 EAST, MARION COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), THENCE SOUTH 00°02'04" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), A DISTANCE OF 511.12 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY HIGHWAY NO. 329 (66 FOOT MAINTAINED RIGHT OF WAY AND TO THE POINT OF BEGINNING, THENCE, DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 00°02'04" WEST, A DISTANCE OF 75.00 FEET, THENCE SOUTH 84°31'13" WEST, A DISTANCE OF 506.00 FEET, THENCE NORTH 00°13'53" EAST, A DISTANCE OF 562.00 TO THE SOUTH RIGHT OF WAY LINE OF COUNTY HIGHWAY NO. 318 (66 FOOT MAINTAINED RIGHT OF WAY), THENCE NORTH 85°32'12" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 362.00 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE FOREMENTIONED WEST RIGHT OF WAY LINE OF COUNTY HIGHWAY NO. 329 AND TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1576.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING A DISTANCE OF SOUTH 16°45'24" EAST, 487.54 FEET, THENCE, DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTHEASTERLY, ALONG SAID WEST RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°47'46" AND AN ARC LENGTH OF 489.51 FEET TO THE END OF SAID CURVE AND TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 5.52 ACRES, MORE OR LESS.

DESCRIPTION (CROSS ACCESS EASEMENT)
A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 20 EAST, MARION COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), THENCE SOUTH 85°33'10" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), A DISTANCE OF 347.09 FEET, THENCE SOUTH 04°26'50" EAST, A DISTANCE OF 33.17 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY HIGHWAY NO. 318 (66 FOOT MAINTAINED RIGHT OF WAY) AND TO THE POINT OF BEGINNING, AND TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 35.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING A DISTANCE OF SOUTH 07°39'53" WEST, 15.34 FEET, THENCE, DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°19'15" AND AN ARC LENGTH OF 15.47 FEET TO THE END OF SAID CURVE, THENCE SOUTH 04°27'48" EAST, A DISTANCE OF 42.00 FEET, THENCE SOUTH 85°32'12" WEST, A DISTANCE OF 70.35 FEET, THENCE NORTH 04°39'56" WEST, A DISTANCE OF 24.00 FEET, THENCE NORTH 85°32'12" EAST, A DISTANCE OF 19.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING A DISTANCE OF NORTH 40°32'12" EAST, 21.21 FEET, THENCE, DEPARTING SAID CURVE, SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60°00'00" AND AN ARC LENGTH OF 23.38 FEET TO THE END OF SAID CURVE, THENCE NORTH 04°27'48" WEST, A DISTANCE OF 3.40 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 35.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING A DISTANCE OF NORTH 16°47'20" WEST, 14.94 FEET, THENCE, DEPARTING SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°39'04" AND AN ARC LENGTH OF 15.06 FEET TO THE END OF SAID CURVE AND TO THE FOREMENTIONED SOUTH RIGHT OF WAY LINE OF COUNTY HIGHWAY NO. 318, THENCE NORTH 85°32'12" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 42.41 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 2.956 SQUARE FEET, MORE OR LESS.

- SURVEYOR'S NOTES**
- HORIZONTAL DATUM SHOWN HEREON IS DERIVED FROM THE FLORIDA STATE PLANE COORDINATE SYSTEM NAD 83, WEST ZONE, DERIVING A BEARING OF NORTH 85°32'12" EAST FOR THE SOUTHERLY RIGHT OF WAY LINE OF WEST HIGHWAY 318.
 - NO UNDERGROUND INSTALLATION OF UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
 - INFORMATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY, (F.E.M.A.) FLOOD INSURANCE RATE MAP(S), SHOWN ON THIS MAP WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE PERIODICALLY MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.
 - DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
 - A 5/8" STEEL ROD AND CAP, MARKED "CHW INC LB 5075" WILL BE SET (IF NOT ALREADY) AT EACH LOT CORNER AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN SUBSECTION 177.09(9), FLORIDA STATUTES.
 - THE ERROR OF CLOSURE FOR THIS PLAT DOES NOT EXCEED 1"=10.000".

- ADVISORY NOTICES**
- THE CURRENT FUTURE LAND USE DESIGNATION AND ZONING CLASSIFICATION FOR THE PROPERTY DESCRIBED HEREON IS RAC - RURAL ACTIVITY CENTER AND RAC - RURAL ACTIVITY CENTER, RESPECTIVELY.
 - THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AS A CONDITION OF PRECEDENT TO THE APPROVAL AND ACCEPTANCE OF THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS, DOES HEREBY NOTIFY ALL PRESENT AND FUTURE OWNERS OF THE PROPERTY DESCRIBED HEREON THAT THE LANDS INCLUDED IN THIS PLAT ARE SUBJECT TO SPECIAL ASSESSMENT TO THE LANDS TO BE SUBJECT TO SPECIAL ASSESSMENT COST INCURRED IN CONNECTION WITH THE MAINTENANCE, OPERATION, AND CONSTRUCTION OF INFRASTRUCTURE AS DETERMINED NECESSARY IN THE OPINION OF SAID BOARD OR OTHER GOVERNING BODY HAVING JURISDICTION.
 - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP F.I.R.M. PANEL NO. 116 OF 960, COMMUNITY PANEL NO. 120160116 D, MARION COUNTY, FLORIDA, DATED AUGUST 28, 2008, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN AND IN FLOOD ZONE "AE" (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, BASE FLOOD ELEVATION 86.40 FEET). THE FLOODING LIMITS HAVE BEEN IDENTIFIED HERE WITHIN AS CURRENTLY ESTABLISHED AT THE TIME OF FINAL PLAT RECORDING. ALL PERSONS WITH AN INTEREST IN THE LANDS DESCRIBED HEREON SHOULD EVALUATE THE CURRENT FLOODPLAIN LIMITS AS THEY MAY BE AMENDED FROM TIME TO TIME AS DETERMINED BY FEMA.
 - THE STORMWATER MANAGEMENT FACILITIES FOR THIS SUBDIVISION WILL BE PRIVATE. EACH LOT WILL BE REQUIRED TO HAVE A STORMWATER MANAGEMENT FACILITY, REGARDLESS OF THE AMOUNT OF IMPERVIOUS COVERAGE. MAINTENANCE OF THE STORMWATER FACILITY WILL BE THE RESPONSIBILITY OF THE DEVELOPER, SUCCESSORS, AND/OR ASSIGNS.
 - LOT 2 SHALL USE THIS SUBDIVISIONS INTERNAL CROSS ACCESS EASEMENT FOR VEHICLE/DRIVEWAY ACCESS. DIRECT VEHICLE ACCESS/DRIVEWAY ACCESS TO CR 329 FOR LOT 1 IS PROHIBITED. DIRECT VEHICLE ACCESS/DRIVEWAY ACCESS TO CR 318 AND CR 329 FOR LOT 2 IS PROHIBITED.
 - THIS PLAT CONTAINS 2 LOTS AND 0 MILES OF ROAD.
 - THIS PROPOSED PROJECT HAS NOT BEEN GRANTED CONCURRENCY APPROVAL AND/OR GRANTED AND/OR RESERVED ANY PUBLIC FACILITY CAPACITIES. FUTURE RIGHTS TO DEVELOP THE PROPERTY ARE SUBJECT TO A DEFERRED CONCURRENCY DETERMINATION, AND FINAL APPROVAL TO DEVELOP THE PROPERTY HAS NOT BEEN OBTAINED. THE COMPLETION OF CONCURRENCY REVIEW AND/OR APPROVAL HAS BEEN DEFERRED TO LATER DEVELOPMENT REVIEW STAGES, SUCH AS, BUT NOT LIMITED TO SITE PLAN, AND/OR BUILDING PERMIT REVIEW.
 - THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED OR REFERENCED ON THIS PLAT THAT MAY BE FOUND IN THE MARION COUNTY OFFICIAL RECORDS.
 - ACKNOWLEDGEMENT OF CONTIGUOUS SUSTAINABLE AGRICULTURAL LAND: THE DEVELOPER, SUCCESSORS AND ASSIGNS, DO HEREBY ACKNOWLEDGE AND UNDERSTAND THE SUBDIVISION HEREIN DESCRIBED AND ESTABLISHED IS CONTIGUOUS TO SUSTAINABLE AGRICULTURAL LAND AS SHOWN ON THIS PLAT. IT IS ACKNOWLEDGED AND UNDERSTOOD BY THE PARTIES THAT THE FARM OPERATION ON THE CONTIGUOUS SUSTAINABLE AGRICULTURAL LAND IDENTIFIED HEREIN MAY BE CONDUCTED ACCORDING TO GENERALLY ACCEPTED AGRICULTURAL PRACTICES AS PROVIDED IN THE FLORIDA RIGHT TO FARM ACT, SECTION 823.14, FLORIDA STATUTES.

DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS, THAT BLITCH PLANTATION, LTD., A LIMITED LIABILITY COMPANY, IS THE OWNER OF THE LAND DESCRIBED HEREIN, BEING IN MARION COUNTY, HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON. ALL PUBLIC AUTHORITIES AND THEIR PERSONNEL PROVIDING SERVICES TO THE SUBDIVISION ARE GRANTED AN EASEMENT FOR ACCESS. THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, SHALL HAVE NO RESPONSIBILITY, DUTY, OR LIABILITY WHATSOEVER REGARDING SUCH STREET. MARION COUNTY IS GRANTED AN EASEMENT FOR EMERGENCY MAINTENANCE IN THE EVENT OF A LOCAL, STATE, OR FEDERAL STATE OF EMERGENCY WHEREIN THE DECLARATION INCLUDES THIS SUBDIVISION OR AN EMERGENCY WHEREIN THE HEALTH, SAFETY, OR WELFARE OF THE PUBLIC IS DEEMED TO BE AT RISK. THE CROSS ACCESS EASEMENT SHOWN HEREON IS HEREBY DEDICATED FOR USE AND BENEFIT OF THE PUBLIC. MAINTENANCE OF SAID CROSS ACCESS EASEMENT IS THE RESPONSIBILITY OF OWNER. THAT ALL STORMWATER AND DRAINAGE FACILITIES SHOWN OR NOTED ARE DEDICATED PRIVATE FOR THE CONSTRUCTION AND MAINTENANCE OF SUCH FACILITIES, AND THAT MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON THE STORMWATER AND DRAINAGE FACILITIES IN THE EVENT OF A LOCAL, STATE, OR FEDERAL STATE OF EMERGENCY WHEREIN THE DECLARATION INCLUDES THIS SUBDIVISION OR AN EMERGENCY WHEREIN THE HEALTH, SAFETY, OR WELFARE OF THE PUBLIC IS DEEMED TO BE A RISK. THAT THE ADDITIONAL RIGHT OF WAY LABELED AS TRACT "A" HEREON IS DEDICATED TO THE PUBLIC.

IN WITNESS WHEREOF, BLITCH PLANTATION, LTD., A LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____ AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS ____ DAY OF _____, 2021.

BY: _____ WITNESS
BY: _____ WITNESS

NOTARY ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2021, BY _____ AS _____ FOR BLITCH PLANTATION, LTD., A LIMITED LIABILITY COMPANY.

NOTARY PUBLIC-STATE OF FLORIDA
COMMISSION EXPIRES: _____ COMMISSION NO.: _____

PERSONALLY KNOWN OR PRODUCED IDENTIFICATION
TYPE OF IDENTIFICATION PRODUCED: _____

| LINE DATA TABLE | | | |
|-----------------|---------------|--------|--|
| LINE | DIRECTION | LENGTH | |
| L1 | S 4°27'48" E | 42.00' | |
| L2 | S 85°32'12" W | 79.35' | |
| L3 | N 85°32'12" E | 19.44' | |
| L4 | N 4°27'48" E | 3.40' | |

| CURVE DATA TABLE | | | | | |
|------------------|---------|----------|-----------|---------|---------|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD |
| C1 | 489.51' | 1576.00' | 17°47'46" | 246.74' | 487.54' |
| C2 | 282.00' | 1576.00' | 10°15'08" | 141.38' | 281.63' |
| C3 | 177.51' | 1576.00' | 6°27'12" | 88.86' | 177.41' |
| C4 | 15.47' | 35.00' | 25°19'15" | 7.86' | 15.34' |
| C5 | 23.56' | 15.00' | 90°00'00" | 15.00' | 21.21' |
| C6 | 15.06' | 35.00' | 24°39'04" | 7.65' | 14.94' |
| C7 | 30.00' | 1576.00' | 01°05'26" | 15.00' | 30.00' |

SURVEYOR'S CERTIFICATION
I CERTIFY THAT THIS PLAT ENTITLED "CRS FLEMINGTON" WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, AND IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MARION COUNTY LAND DEVELOPMENT CODE, AND THAT THIS PLAT DOES NOT ADVERSELY AFFECT THE LEGAL ACCESS OF ADJACENT PARCELS.

MARTIN, G DARDIS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER: 5907
EMAIL: MARTIND@CHW-INC.COM

DATE: _____

OWNER / APPLICANTS NAME
NAME: _____ PHONE: _____
BLITCH PLANTATION, LTD. (352) 629-6101
ADDRESS: _____
2441 N.E. 3RD STREET, SUITE 201
OCALA, FLORIDA 34470

PROPOSED EASEMENT AGREEMENT

This instrument prepared by and return to:
Brian A. Block, Esq.
720 SW 2nd Avenue, Suite 105
Gainesville, Florida 32601
(352) 333-3233

CROSS ACCESS EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS (the "Agreement") is made by and between **CONCEPT DEVELOPMENT, INC.**, a Florida corporation, whose address is 720 SW 2nd Avenue, Suite 105, Gainesville, Florida 32601 ("Concept") and **TAC LAND HOLDINGS, LLC**, a Florida limited liability company, whose address is 720 SW 2nd Avenue, Suite 105, Gainesville, Florida 32601 ("TAC"); (Concept and TAC are hereinafter collectively referred to as the "Current Owners" or individually as an "Owner").

WITNESSETH:

WHEREAS, Concept is the owner of that certain tract or parcel of land lying and being in Marion County, Florida, being more particularly described on **Exhibit "A"** attached hereto and made a part hereof by this reference (hereinafter referred to as the "Concept Tract"); and

WHEREAS, TAC is the owner of that certain tract or parcel of land contiguous to the Concept Tract and lying and being in Marion County, Florida, and being more particularly described on **Exhibit "B"** attached hereto and made a part hereof by this reference (hereinafter referred to as the "TAC Tract"); the Concept Tract and the TAC Tract each being herein sometimes referred to individually as a "Tract" and collectively as the "Tracts"; and

WHEREAS, Concept and TAC desire to establish an easement and rights benefiting the TAC Tract and burdening the Concept Tract, as hereinafter provided.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, Concept and TAC do hereby covenant and agree as follows:

1. Benefited Parties/Binding Effect. The rights, easements and obligations established in this Agreement shall run with the land and be for the benefit of the TAC Tract and shall be binding upon the Concept Tract. The owners of the TAC Tract may delegate the right to use and maintain the easement granted herein to its tenants, customers, invitees, employees, agents, contractors and licensees, successors and assigns.

2. Easement. Concept hereby grants and conveys to TAC, for the benefit of and as an appurtenance to the TAC Tract, a non-exclusive, perpetual easement over, upon, across and through that portion of the Concept Tract described in **Exhibit "C"** and depicted in **Exhibit "C-1"** attached hereto (the "Easement Area") and located on the Concept Tract for the purposes of pedestrian and vehicular access, ingress and egress, together with the right, but not the obligation, of maintaining and repairing the Easement Area.

Concept hereby covenants and agrees to keep and maintain in good order, condition and state of repair, at its sole expense the Easement Area, including any driveways, curbing, paving and lighting located therein. In the event that Concept defaults in its obligation to maintain the Easement Area, then TAC shall have the right to perform such maintenance upon ten (10) days advance written notice on behalf of Concept and Concept shall reimburse TAC within ten (10) days of receipt of invoice for same. All rights granted in this Section 2 shall also be deemed granted to TAC's successors, assigns and tenants/lessees.

Concept and TAC do further agree that no party hereto shall at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier between the Concept Tract and the TAC Tract or in any manner interfere with or restrict the full and complete use and enjoyment of the Easement granted herein. This Agreement does not dedicate the Easement created herein to the general public, nor does this Agreement restrict the use and development of the Concept Tract or the TAC Tract, except as otherwise stated herein. It is the intent of this Agreement to grant the Easement Area without limiting the right of Concept and of TAC to alter, demolish, redevelop or, subject to the provisions of this Paragraph 2, improve the remainder of each Tract unless expressly stated herein to the contrary.

In no event shall the Easement Area be altered or changed in any manner without the written consent of the parties hereto.

3. Use Restrictions on Concept Tract and TAC Tract. For as long as the Concept Tract is leased or otherwise occupied by Dollar General and its successor and/or assigns, TAC and Concept covenant and agree not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of their respective Tracts to be used or operated for any of the following:

- (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant;
- (b) as a discotheque, dance hall or night club;
- (c) as a massage parlor;

PROPOSED EASEMENT AGREEMENT

(d) funeral parlor;
(e) bingo parlor;
(f) car wash;
(g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on the _____ Tract or Concept Tract, except that any usual paging system be allowed;
(h) any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;
(i) any "second hand" store or liquidation outlet;
(j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard;
(k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building);
(l) any dry cleaners performing on-site cleaning services;
(m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation;
(n) any living quarters, sleeping apartments or lodging rooms;
(o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business);
(p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater;
(q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted;
(r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade;
(s) any use which creates fire, explosives or other hazards; and
(t) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics.

Additionally, the Easement Area shall not be used by TAC, its tenant, licensee or invitee of the TAC Tract for parking or as a means of ingress and egress for construction activity on the TAC Tract.

4. Use Restrictions on TAC Tract. For as long as the Concept Tract is leased or otherwise occupied by Dollar General and its successor and/or assigns, TAC further covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the TAC Tract for the purpose of conducting business as or for use as: a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express.

5. Restrictions on the Use of the Easement Burdening the Concept Tract. TAC covenants and agrees not to use the Easement for access to the TAC Tract at any time for construction of the TAC Tract, nor for deliveries to the TAC Tract using trucks or other heavy vehicles that may prematurely wear the driving surfaces of the Concept Tract, nor as the primary access point to the TAC Tract; the Easement shall only be used for interconnectivity and as a secondary access point for the TAC Tract.

6. Manner of Performing Work. Whenever a party shall perform any construction, maintenance, repairs or replacements on its Tract or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

7. Insurance and Indemnification. Prior to its use of the Easement Area, TAC shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage, and the other party shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the State of Florida. Such insurance shall provide that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, each party shall provide a certificate of such insurance coverage to the other.

TAC shall indemnify and hold Concept harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) ever incurred by Concept in connection with the exercise by TAC of its easement and rights created herein, except to the extent caused by the negligence or willful act of Concept, its employees, tenants, contractors, agents or licensees.

8. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, Concept and TAC hereby expressly agree that the obligations and liability of each of them shall be limited solely to such party's interest in its respective Tract, as such interest is constituted from time to time. Concept and TAC agree that any claim against a party hereto shall be confined to and satisfied only out of, and only to the

PROPOSED EASEMENT AGREEMENT

extent of, such party's interest in its respective Tract, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its respective Tract, as such interest may be constituted from time to time.

9. **Duration.** The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

10. **Miscellaneous.** This Agreement shall be governed in accordance with the laws of the State of Florida. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Dollar General Corporation, so long as it, its successors, assigns or assignees is leasing the Concept Tract. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TAC LAND HOLDINGS, LLC,
a Florida limited liability company

Print Name: _____

Print Name: _____

By: _____
Brian S. Crawford
Its: C.E.O.

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Brian S. Crawford, as Manager of TAC Land Holdings, LLC, a Florida limited liability company, on behalf of sad company, who is personally known to me.

Notary Public, State of Florida at Large
Commission No.: _____
My Commission Expires: _____

CONCEPT DEVELOPMENT, INC., a Florida
corporation

Print Name: _____

Print Name: _____

Brian S. Crawford
Its: CEO

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Brian S. Crawford, CEO of Concept Development, Inc., a Florida corporation, on behalf of said corporation, who is personally known to me.

Notary Public, State of Florida at Large
Commission No.: _____
My Commission Expires: _____

PROPOSED EASEMENT AGREEMENT

EXHIBIT "A"

Legal Description of Concept Tract

Lot 1 of CRS Flemington, according to the Plat thereof, recorded in Plat book ____, Page ____ of the public records of Marion County, Florida.

EXHIBIT "B"

Legal Description of TAC Tract

Lot 2 of CRS Flemington, according to the Plat thereof, recorded in Plat book ____, Page ____ of the public records of Marion County, Florida.

PROPOSED EASEMENT AGREEMENT

EXHIBIT "C"
Easement Area Legal Description

TO BE COMPLETED

EXHIBIT "C-1"
Easement Area Depiction

