

Darrin Taylor
850425.3398 Direct
dtaylor@carltonfields.comAtlanta
Florham Park
Hartford
Los Angeles
Miami
New York
Orlando
Tallahassee
Tampa
Washington, DC
West Palm Beach

March 4, 2022

Mr. Aubrey Hale
Chief Development Official
City of Ocala
201 SE 3rd Street
Ocala, Florida 34471

Dear Aubrey:

Thank you for meeting with us recently and keeping us updated on projects occurring around the Market Street at Heath Brook ("Market Street"). As we have previously discussed, our Firm represents the developers of Market Street. There are currently many projects occurring around this retail center including the newly proposed SW 40th Avenue Multi-Family Project. The Project proposes 240 multi-family units on the existing vacant parcel located behind Market Street, on the west side of SW 40th Avenue and south of SW 43rd Street Road in Ocala. We understand that the property owner is currently seeking approval of its proposed traffic methodology with the intent of submitting for site plan approval later this year.

We received a copy of the proposed traffic methodology report (or "Report") dated January 19, 2022 and are providing the following review comments.

1. Figure 1 of the Report (on page 11), shows 17% of the project's trip distribution as cut through traffic using the Market Street private road and parking aisles as a connection to State Road 200. The Market Street entrance road and parking lot aisles are all privately owned. We ask that the approved methodology not distribute any of the apartment traffic as cut through traffic.
2. The owners of Market Street are protective of the existing full access provided at the intersection of SW 40th Avenue and the Market Street project entrance. This private roadway entrance is used by patrons traveling to and from the east and will continue to be heavily used in the future, especially with patrons traveling north from Marion Oaks to the center with the planned expansion of SW 40th Avenue. We are actively coordinating with Marion County Public Works to ensure the best outcome for the long-term future of our roadway as SW 40th Avenue is improved. It is clear from our discussions with the County that all parties will need to work together as these roadway plans are finalized. We would

Carlton Fields, P.A.

expect that the protection of our full access that currently exists for Market Street off of SW 40th Avenue will continue and take priority over any newly proposed, currently unentitled, access requests. We look forward to participating in these joint discussions.

3. The Report also includes a conceptual site plan (page 6) that we understand is for informational purposes only and is subject to change before official site plan submittal. We noticed on this draft site plan that the northern most access for the proposed development is aligned with the SPX entrance, which is located on the east side of SW 40th Avenue. This northern access for the proposed development is only located approximately 150 feet to the south of our project entrance. This distance does not meet the County's access spacing requirements. We ask that the site plan, once finalized, be consistent with the County's access standards. We also understand that the location of access points will need to be incorporated into the discussions with the County regarding the long-term planning of SW 40th Avenue.
4. Lastly, we remind everyone that there is currently a restrictive covenant on the entire area off of SW 40th Avenue behind our property which includes the proposed apartment site immediately to the south. The "Protective Covenants for The Executive Park" protect the character of the area from incompatible future development and addresses use, setbacks, signage and building intensity. The restrictive covenant is attached (see Exhibit 1).

Given that our client's retail center is directly adjacent to the proposed project we request copies of any future submittals to the City so we can review and provide comment. We look forward to working with the property owner, the City, and the County as this project progresses.

If you have any questions feel free to contact me.

Sincerely,



Darrin Taylor

Cc: Jameson Frederick, Kimley Horn
Phillip Duke, Columbus Pacific
Rick Margolis, Columbus Pacific
Hal Barrineau, H.W. Barrineau & Associates
Elton Holland, Marion County

81-040396

BOOK 1082 PAGE 0873

FIRST AMENDED PROTECTIVE COVENANTS
FOR
THE EXECUTIVE PARK

SEP 21 2 40 PM '91
MARION COUNTY, FLA.
RECORDED
INDEXED
FILED

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, ROBERT LEE and DOROTHY LEE, AS TRUSTEES, have developed an industrial park known as "The Executive Park", the plat of which is recorded in Plat Book "T", page 11, of the Public Records of Marion County, Florida; and

WHEREAS, CUTWELL DIAMOND PRODUCTS, INC. is the owner of certain properties in "The Executive Park" as described in the warranty deed dated 22 August 1980, and recorded in Official Records Book 1032, page 1549, of the Public Records of Marion County, Florida; and

WHEREAS, PARK ASSOCIATES, LTD. owns an interest in certain properties in "The Executive Park" as described in the agreement for deed in favor of Jerome Glassman, as Trustee, dated 5 September 1980, and recorded in Official Records Book 1033, page 567, of the Public Records of Marion County, Florida, and assigned to Park Associates, Ltd. by assignment dated 15 October 1980, and recorded in Official Records Book 1059, page 1037, of the Public Records of Marion County, Florida; and

WHEREAS, PALL CORPORATION is the owner of certain properties in "The Executive Park" as described in warranty deed dated 15 May 1979, and recorded in Official Records Book 969, page 262, of the Public Records of Marion County, Florida; and

WHEREAS, ANDREW C. COLANDO is the mortgagee of certain properties in "The Executive Park" as described in mortgage dated 15 May 1979, and recorded in Official Records Book 969, page 255, of the Public Records of Marion County, Florida; and

~~WHEREAS, N. R. KARVE is the mortgagee of certain properties in "The Executive Park" as described in mortgage dated 5 September 1980, and recorded in Official Records Book 1032, page 1551, of the Public Records of Marion County, Florida; and~~

WHEREAS, ROMAR LAND COMPANY, INC. owns an interest in certain properties in "The Executive Park" as described in the agreement for deed dated 19 November 1980, and recorded in Official Records Book 1050, page 0896, of the Public Records of Marion County, Florida; and

WHEREAS, the above parties constitute an exhaustive and exclusive list of all parties with property interests in "The Executive Park"; and

WHEREAS, it is the desire of the parties hereto to rescind and abrogate the protective covenants for "The Executive Park" filed 25 July 1980, in Official Records Book 1027, page 902, of the Public Records of Marion County, Florida; and

WHEREAS, it is the desire of the parties hereto to impose protective covenants on the lots and lands comprising "The Executive Park" in order that it may be developed as an attractive place for the conduct of business operations including manufacturing, warehousing, commercial and light industrial uses;

THE UNDERSIGNED DO HEREBY adopt and impose the following restrictions upon all the lots and lands in the above-described subdivision; it being intended that all deeds, leases, mortgages, and other legal instruments transferring, encumbering, or conveying any lots or parcels of land in the subdivision shall be subject to the same as if incorporated at length in the legal instruments pertaining to the same:

1. a. No structure may be erected within 60 feet of a front line nor within 25 feet of a side lot line nor within 25 feet of a rear lot line on Tracts 8 through 19, inclusive. Structure shall be defined as construction for the purpose of storage, sheltering, or enclosing totally or partially, but not to include drive-ways or boundary or security fences
- b. Setback requirements shall be as prescribed by the Marion County Zoning Code for the remainder of the tracts.

2. All buildings and structures shall conform to the building code in effect in Marion County, Florida, and if not applicable to the area at the time of such building, then the Southern Standard Building Code shall be in effect to govern any construction that is placed on the property.

3. All structures in "The Executive Park" shall be of steel or masonry or other similar fire resistant construction.

4. No structure shall exceed fifty (50) feet in height except that smokestacks, water towers, antennae, etc. may extend above such elevation provided that they do not constitute a fire or aircraft hazard. Notwithstanding the aforesaid, Lot 7 and a portion of Lot 8 described as:

Commence at the Northeast corner of the SE 1/4 of the NE 1/4 of Section 35, Township 15 South, Range 21 East, and run S 00°40'10" E along the East boundary of said SE 1/4 of the NE 1/4 a distance of 30.00 feet to the Northeast corner of the Executive Park Subdivision, as per plat thereof recorded in Plat Book "T", at Pages 11, 12, and 13, of the Public Records of Marion County, Florida, said Northeast corner being the Point of Beginning of the tract of land herein described, thence run S 89°01'18" West along the North boundary of said subdivision a distance of 943.88 feet to the point of commencement of a curve concave to the Southeast, said curve having a radius of 25.00 feet, a central angle of 48°23'17", and a tangent of 11.23 feet; thence run Westerly and Southerly along the arc of said curve an arc distance of 21.11 feet to the point of tangency of said curve; thence run S 40°38'01" W along the Southerly boundary of a 70.00 foot wide R/W a distance of 135.13 feet to a point; thence run S 49°21'59" E a distance of 400.00 feet to a point on the Northwesterly boundary of a drainage retention area indicated on said plat as Tract "C"; thence run N 40°38'01" E along the Northwesterly boundary of said water retention area a distance of 25.00 feet to the Northernmost corner of said water retention area; thence run S 49°21'59" E along said retention area a distance of 150.00 feet to its Easternmost corner; thence run N 89°01'18" E a distance of 598.05 feet to a point on the East boundary of the said Executive Park Subdivision; thence run N 00°40'10" W along said East boundary a distance of 441.54 feet to the Point of Beginning. All lying and being in the Executive Park Subdivision, and being all of Lot 7, and a portion of Lot 8 thereof, subject to the easements indicated on said plat, and containing 2.80 acres of land, more or less;

shall be exempt from the height restrictions of this paragraph, except as required by Government regulation.

5. No parking shall be permitted on any of the streets or roads, it being intended that each owner or tenant shall be responsible for providing parking for its employees and visitors on its property.

6. Each owner and tenant shall keep its premises, building improvements and appurtenances in a safe, clean and orderly condition and shall comply in all respects with all governmental health, safety and welfare regulations.

7. All lot owners shall comply with and abide by the Articles of Incorporation, the Bylaws, and the Rules and Regulations of The Executive Park Property Owners Association, Inc., and by virtue of ownership of a lot in "The Executive Park" agree to the provisions as stated in such documents. A lot shall be defined as recorded in Plat Book "T", page 11, of the Public Records of Marion County, Florida. Notwithstanding the aforesaid, Lot 19, having been at this time subdivided into two parcels of approximately 2 acres and 3.66 acres respectively, shall be considered two lots. For the purposes of these Covenants, the Articles of Incorporation, and the Bylaws of The Executive Park Property Owners Association, Inc., the 2-acre parcel of Lot 19 shall be known as Lot 19-A, and the 3.66-acre parcel of Lot 19 shall be known as Lot 19-B. The owners of Lot 19-A and Lot 19-B as heretofore defined shall henceforth be afforded the identical rights and privileges as associated with the ownership of the individual lots as platted.

8. The owner of a lot or lots shall be entitled to a membership in The Executive Park Property Owners Association, Inc. for each lot owned and shall be entitled to one vote on the Board of Directors of the ASSOCIATION for each lot owned. The special provisions for Lot 19 being entitled to two votes, one by Lot 19-A and one by Lot 19-B, shall in no way be construed to apply to the remaining lots.

9. There shall be a minimum ratio of one square foot of open land area to each square foot of land area occupied by structures as defined in Paragraph 1-A of these Covenants.

10. Billboards or other outdoor advertising signs, other than those identifying the name, business and products of the person or firm of a principal use located on the premises shall not be permitted. Permitted identification signs may be located in setback areas. No flashing, animated or glaring signs shall be permitted. Roof signs will not be permitted. Directional signs will be of a uniform type and will not exceed two (2) square feet in area. No billboards or similar advertising signs will be permitted, except signs advertising the property for sale or lease, and these signs may not exceed ten (10) feet by fifteen (15) feet.

11. Lots shall not be re-subdivided in less than two acre parcels without the prior written consent of the property owners association. Any person, firm or corporation purchasing parcels in the park shall have the right to enforce these covenants against any violator of the same and upon the successful enforcement of the same, such complaining party shall have the right to recover reasonable attorney fees and court costs from the violator.

IN WITNESS WHEREOF, the parties have set their hands and seals this date.

Signed in the presence of:

Janice M. Norman

Robert Lee

(SEAL)

Edith M. Yerkey
As to Robert Lee

Janice M. Norman

Dorothy Lee

(SEAL)

Edith M. Yerkey
As to Dorothy Lee

STATE OF FLORIDA,
COUNTY OF MARION.

The foregoing instrument was acknowledged before me this
22nd day of April, 1981, by DOROTHY LEE, as Trustee.

Edith M. Gentry
Notary Public - State of Florida

My commission expires:

STATE OF NEW YORK,
COUNTY OF ROCKLAND.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 23 1984
BONDED THRU 10/1/83, 10/1/84, 10/1/85

The foregoing instrument was acknowledged before me this
15th day of April 1981, by KATHLEEN K. ROMANO, Secretary-
Treasurer of CUTWELL DIAMOND PRODUCTS, INC., a New York corpora-
tion, on behalf of said corporation.

Edith M. Gentry
Notary Public - State of New York

My commission expires: April 23, 1984

STATE OF FLORIDA,
COUNTY OF Marion

The foregoing instrument was acknowledged before me this
14th day of April, 1981, by Terome Glassman,
for and on behalf of PARK ASSOCIATES, LTD.

Edith M. Gentry
Notary Public - State of Florida

My commission expires: April 23, 1984

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this
21 day of July, 1981, by Henry Pittman,
as President of PALL CORPORATION on behalf of
said corporation.

Harmon J. Gentry
Notary Public

My commission expires: April 23, 1984
NOTARY PUBLIC, State of Florida at Large
My Commission Expires FEB. 6, 1982

CUTWELL DIAMOND PRODUCTS, INC.

Robert Lee
Robert L. Harris
As to Cutwell Diamond Pro-
ducts, Inc.

By Robert L. Harris
Secretary-Treasurer

PARK ASSOCIATES, LTD.

James M. Thomas
Robert Lee
As to Park Associates, Ltd.

By James M. Thomas General Partner

PALL CORPORATION

Charles F. Funder
Marcelo Miranda
As to Pall Corporation

By Charles F. Funder President

Walter Ross
Walter Ross
As to Andrew C. Colando

Andrew C. Colando (SEAL)
Andrew C. Colando

N. R. Karye (SEAL)
As to N. R. Karye

ROMAR LAND COMPANY, INC.

Raymond B. Colwell
Raymond B. Colwell
As to Romar Land Company, Inc.

By Raymond B. Colwell

STATE OF FLORIDA,
COUNTY OF MARION.

The foregoing instrument was acknowledged before me this
22nd day of April, 1931, by ROBERT LEE, as Trustee.

Edith M. Yerkes
Notary Public - State of Florida

My commission expires

FOURTH PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 23 1934
BONDED UNDER THE NOTARY LAWS

STATE OF FLORIDA,
COUNTY OF BROWARD.

The foregoing instrument was acknowledged before me this
8 day of JUNE, 1981, by ANDREW C. COLANDO.

W. D. J. J. J.
Notary Public - State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
My Commission Expires 12/31/84
I am Not a Notary Public, Notary Public

STATE OF FLORIDA,
COUNTY OF MARION.

The foregoing instrument was acknowledged before me this
____ day of _____, 1981, by N. R. KARVE.

~~Notary Public - State of Florida~~

~~My commission expires:~~

STATE OF FLORIDA,
COUNTY OF Broward.

The foregoing instrument was acknowledged before me this
30 day of June, 1981, by ROGER PINKNEY, who is
President of ROMAR LAND COMPANY, INC., a Florida corporation, on
behalf of said corporation.

William D. Caldwell
Notary Public - State of Florida

My commission expires:

6/30/83