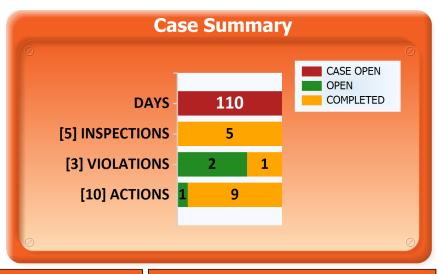


Case Number CE25-0673

City of Ocala

Description: Unpermitted donation box/parking lot maintenance Status: HEARING						
Type: ZONING			Subtype: MISC ZONING VIOLATION			
Opened: 7/11/2025 Closed: Last Action: 10/29/2025 Fllw Up: 1				Fllw Up: 10/27/2025		
Site Address: 0 , FL 34	470					
Site APN: 27294-002-	Officer: OSIAS FERREIRA					
Details:						



ADDITIONAL SITES

LINKED CASES

	CHRONOLOGY									
CHRONOLOGY TYPE	STAFF NAME	ACTION DATE	COMPLETION DATE	NOTES						
ADMIN POSTING	SHANEKA GREENE	9/16/2025	9/16/2025	NOVPH						
CERTIFIED MAIL	SHANEKA GREENE	9/16/2025	9/16/2025	NOVPH MAILED (3) 9489 0090 0027 6697 0043 03 VICTORIUM CORPORATION PO BOX 1136 DE LEON SPRINGS, FL. 32130-1136 9489 0090 0027 6697 0043 10 VICTORIUM CORPORATION 704 N WOODLAND BLVD DELAND, FL. 32720 9489 0090 0027 6697 0043 27 COOK MICHAEL J (REGISTERED AGENT) 1425 BLACKWELDER RD DE LEON SPRINGS, FL. 32130						



Case Number CE25-0673

City of Ocala

CONTACT	OSIAS FERREIRA	9/29/2025	9/29/2025	Received a call from Paul Jones from 386-747-6965 he wanted to know more information on how to fix the issues and what were the responsibilities of the property owner, he also mentioned the next door parcel needed to be restriped as well. I told him they also have a case for the need of restriping on that property as well.	
EMAIL	OSIAS FERREIRA	8/14/2025	8/14/2025	Emails with the property's lawyer. "Kirk Bauer" <kbauer@delandattorneys.com></kbauer@delandattorneys.com>	
HEARING SPECIAL MAGISTRATE	YVETTE J GRILLO	10/29/2025		NEW BUSINESS	
OFFICER POSTING	OSIAS FERREIRA	9/17/2025	9/17/2025	NOVPH READY FOR POSTING Posted at the property, affidavit on file.	
PREPARE NOTICE	SHANEKA GREENE	7/17/2025	7/17/2025	ССТО	
PREPARE NOTICE	SHANEKA GREENE	9/16/2025	9/16/2025	NOVPH	
REGULAR MAIL	SHANEKA GREENE	7/17/2025	7/17/2025	CLTO MAILED (3)	

Case Number CE25-0673

City of Ocala

STAFF RECOMMENDATION	DALE HOLLINGSWORTH	10/17/2025	10/21/2025	Find the Respondent(s) guilty of violating city code section(s): 122-1006 and 122-1007 and order to: 1,) Obtain any required permits needed to bring the site and identification marking into compliance with 122-1006 by 4:00pm on Thursday, December 25th, 2025. Once the permits are obtained, all work shall be completed within 60 days after the issuance of the initial permits. If the Respondent(s) fail to comply by 7:00am on Friday, December 26th, 2025, or if the permits issued are not inspected and finaled by 7:00am on the 61st day after permit issuance, there shall be a fine of \$100.00 per day thereafter that shall run in addition to any other fines until the violations have been abated. 2.) (a) Obtain any required permits needed to bring the site and site surfacing into compliance with 122-1007 by 4:00pm on Thursday, December 25th, 2025. Once the permits are obtained, all work shall be completed within 60 days after the issuance of the initial permits. If the Respondent(s) fail to comply by 7:00am on Friday, December 26th, 2025, or if the permits issued are not inspected and finaled by 7:00am on the 61st day after the issuance of said permits, subsection (c) shall apply; or (b) If no permits are required to conduct the work necessary to meet the site and surfacing requirements, the Respondent(s) shall complete the work necessary by 4:00pm on Thursday, December 25th, 2025. If the Respondent(s) fail to comply by 7:00am on Friday, December 26th, 2025, subsection (c) shall apply. (c) Failure to comply with any subsection of item (1) in the times allowed for compliance there shall be a fine of \$100.00 per day thereafter, that shall run in addition to any other fines until all violations have been abated.
				3.) Pay the cost of prosecution of \$335.66 by December 25th, 2025.



Case Number CE25-0673

City of Ocala

	CONTACTS									
NAME TYPE	NAME	ADDRESS	PHONE	FAX	EMAIL					
OWNER	VICTORIUM CORPORATION	PO BOX 1136 DE LEON SPRINGS, FL 32130- 1136								
RESPONDENT 1	VICTORIUM CORPORATION	PO BOX 1136 DE LEON SPRINGS, FL 32130- 1136								
RESPONDENT 2	COOK, MICHAEL J	1425 BLACKWELDER RD DELEON SPRINGS, FL 32130								

	FINANCIAL INFORMATION									
DESCRIPTION	ACCOUNT	QTY	AMOUNT	PAID	PAID DATE	RECEIPT #	CHECK #	METHOD	PAID BY	CLTD BY
CERTIFIED POSTAGE	001-359-000-000-06- 35960	4	\$35.44	\$0.00						
CLERICAL AND CASEWORK TIME	001-359-000-000-06- 35960	9	\$198.00	\$0.00						
INSPECTION FEE	001-359-000-000-06- 35960	5	\$62.50	\$0.00						
RECORDING COSTS	001-359-000-000-06- 35960	2	\$37.50	\$0.00						
REGULAR POSTAGE	001-359-000-000-06- 35960	3	\$2.22	\$0.00						
	Total Baid for CAS	E EEEC.	¢22E 66	¢n nn						_

Total Paid for CASE FEES: \$335.66 \$0.00

> **TOTALS:** \$335.66 \$0.00

	INSPECTIONS									
INSPECTION TYPE	INSPECTOR	SCHEDULED DATE	COMPLETED DATE	RESULT	REMARKS	NOTES				
COMPLIANCE	OSF	10/27/2025	10/27/2025	NON COMPLIANT		On 10/27/2025 I did an inspection before the hearing and observed that they have not come into compliance. I had spoken with the owner and he said he was fixing this issue today during the day but nothing has been done.				

Case Number CE25-0673

City of Ocala

FOLLOW UP	OSF	7/16/2025	7/16/2025	NON COMPLIANT		On 7/16/2025 I did a follow up for this donation box on this property and the pothole. I called the donation box owner Nestor the CEO of Clothes & Shoes Recycling Inc, he told me that they have permission of the owner of the property and they will be working on getting the permit. I will send a CLTO for the pothole and the donation box.
FOLLOW UP	OSF	8/13/2025	8/14/2025	NON COMPLIANT		On 8/14/2025 I did a follow up and observed that the donation box has been removed. The only thing pending is the pothole, that needs to be fixed. I communicated with the lawyer representing this property and they are working to get this fix.
FOLLOW UP	OSF	9/15/2025	9/15/2025	NON COMPLIANT		On 9/15/2025 I did a follow up and observed that nothing has been done, except the removal of the donation box. The case will move into a hearing for the pothole and missing the markings for the parking spots.
INITIAL	OSF	7/14/2025	7/14/2025	NON COMPLIANT		Unpermitted donation box upon the property. Large pothole near driveway. Photos attached. Confirm no other violation exist upon property. On 7/14/2025 I did a follow up on this complaint and found that they are some violation present. There is an unpermitted donation box, a big pothole and some tree debris and trash. At this time is raining pretty heavy and I cant make contact or add new pictures. I will come back at a later time.
				VIOLATI	ONS	
VIOLATION TYPE	USER NAME	OBSERVED DATE	CORRECTED DATE	LOCATION	REMARKS	NOTES

Case Number CE25-0673

City of Ocala

SEC. 122-1223 SUPPLEMENTARY REGULATION FOR DONATION BOXES	OSIAS FERREIRA	7/16/2025	8/14/2025	COMPLIED	Obtain a donation box permit to be able to place it on the property.
Section 122-1006 Identification and marking.	OSIAS FERREIRA	9/15/2025			Restripe the parking lot and obtain a permit.
SECTION 122-1007 - Surfacing.	OSIAS FERREIRA	7/16/2025			 (a)All off-street parking facilities, including access aisles and driveways, shall be surfaced with a minimum of one-inch asphalt on six inches of limerock on a stable subgrade, and maintained in good condition. Other types of pavement materials may be substituted upon approval by the city engineer provided the construction meets the minimum standards set forth in this section. (b)A ten-foot by ten-foot by six-inch reinforced concrete pad shall be provided for a trash container, when required, together with a ten-foot by five-foot by six-inch reinforced concrete approach pad. (Code 1961, 22-12(2)(e); Code 1985, 7-941) Massive pothole on the property, fill and fix this and maintain the parking lot.

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE OCALA, MARION COUNTY, FLORIDA

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100	CITY	UT.	\mathbf{u}	~.	

CASE NO: CE25-0673

Petitioner,

VS.

VICTORIUM CORPORATION

Respondents /

AFFIDAVIT OF CASE PROSECUTION COSTS FSS. 162.07(2)

STATE OF FLORIDA COUNTY OF MARION

BEFORE ME, the undersigned authority, personally appeared, OSIAS FERREIRA, Code Enforcement Officer for the City of Ocala, who being duly sworn, deposes and says: Listed in exhibit below are the costs involved in the prosecution of the respondent(s) in this case.

1 Code Enfo	was professional	ecial Magistrate He	Allendary of the second		
5000 2	Cost	# of hour(s)		3.1.42.11490 250 100 100 -	Total:
Attorney Fees:					
2. Inspector(444				
	Cost	# @ .5 hour(s)			Total:
Inspection(s)	\$12.50	5			\$62.50
3. Clerical &	Casework Ti	me:			
The secure is a first or self-of \$140.	Cost	# of hour(s)	ann agus an tha faile na bha ann an seachail	u gehantout di abelia nuo o cineco de c	Total:
Clerical:	\$22.00	9			\$198.00
4. Recording	Cost(s): (i.e	. Lien(s) / Lien rel	ease(s) / Satisfa	ction, etc.)	
	Cost	# of page(s)	Addl. page(s)	# of addl. page(s)	Total:
Fee(s):	\$18.75	2			\$37.50
5. Copies of	Related Doc	ument(s):			
	Cost	# of page(s)			Total:
Clerical:					
6. Postage C	ost(s):			遭事的權利。如此為400m 420m	
	Cost	# of Regular	Cost	# of Certified	
Postage:	\$2.22	3	\$35.44	4	\$35.44

Total Costs: \$335.66

FURTHER. AFFIANT SAYETH NOT. Dated This: 10/17/2025

STATE OF FLORIDA COUNTY OF MARION

OS/AS FERREIRA

Code Enforcement Officer, City of Ocala

The foregoing Affidavit of Case Prosecution Costs was acknowledged before me this: 17 Oct by OSIAS FERREIRA who is personally known to me and who did take an oath.

secretary and Notary Public, State of

YVETTE J. GRILLO Notary Public - State of Florida Commission # HH 335985 My Comm. Expires Mar 17, 2027

Bonded through National Notary Assn.

Jimmy H. Cowan, Jr., CFA

Marion County Property Appraiser



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

2025 Property Record Card

27294-002-01

Prime Key: 3120990 MAP IT+ Current as of 7/14/2025

Property Information

DE LEON SPRINGS FL 32130-1136 <u>Millage:</u> 1001 - OCALA

2024 Certified Value

Land Just Value \$189,920 **Buildings** \$0 Miscellaneous \$0 Total Just Value \$189,920 Impact (\$75,018)Ex Codes: Total Assessed Value \$114,902 Exemptions Total Taxable \$114,902

School Taxable \$189,920

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2024	\$189,920	\$0	\$0	\$189,920	\$114,902	\$0	\$114,902
2023	\$189,920	\$0	\$0	\$189,920	\$104,456	\$0	\$104,456
2022	\$94,960	\$0	\$0	\$94,960	\$94,960	\$0	\$94,960

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
6083/0786	08/2014	09 EASEMNT	0	U	V	\$100
<u>5120/1453</u>	05/2008	07 WARRANTY	4 V-APPRAISERS OPINION	Q	V	\$181,700
4647/1085	12/2006	07 WARRANTY	2 V-SALES VERIFICATION	Q	V	\$240,000
UNRE/INST	12/1984	48 CORP CHNGE	8 ALLOCATED	U	V	\$100

Property Description

SEC 11 TWP 15 RGE 22

COM AT THE SW COR OF SE 1/4 OF NW 1/4 OF SEC 11 TH N 00-02-30 E 33 FT TH S 89-48-00 E 186.93 FT TO THE PC OF A CURVE CONCAVE NWLY HAVING A CENTRAL ANGLE OF 36-13-00

A RADIUS OF 400 FT TH ALONG THE ARC OF CURVE 252.84 FT TH

N 53-59-00 E 328.04 FT TH N 36-01-00 W 270 FT TO THE POB PT

BEING THE PC OF A CURVE CONCAVE SELY HAVING A CENTRAL ANGLE

OF 75-50-07 A RADIUS OF 200 FT TH ALONG THE ARC OF CURVE

264.72 F′ 415.17 F′	T TH S 89-43 T TH TO TH	-45 E 327.66 FT E POB	TH S	53-59-00 W				
Parent P	arcel: 27294	-002-00						
				Land Data - Wa	rning: Verify Zoni	ng		
Use GCNF Neighbor Mkt: 2 70		Front D .0 COMM - SR 40	.0	Zoning B2A TH/BASELINE	Units Type 47,480.00 SF	Rate Loc Shp Phy	Class Value	Just Value
,				Miscellaneo	us Improvements			
Туре		Nbr Units	Тур	e Life	Year In	Grade	Length	Width
				<u>Appra</u>	aiser Notes			
,					and Building nit Search **			
Permit N	Number		Γ	Date Issued	Date	Completed	Description	

Folle Bridge Mc
1217 S. U.S. Hury 17-92 RECORD
hougwood, AL

This Instrument Prepared By and Return To:
Kirk T. Bauer, Esquire
BAUER & ASSOCIATES
Attorneys at Law, P.A.
P.O. Box 459
DeLand, FL 32720
(386) 734-3313
Representing the Grantor
Document Preparation Only –
No title opinion given

DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO

DATE: 08/14/2014 12:53:55 PM

FILE #: 2014077593 OR BK 6083 PGS 786-796

REC FEES: \$95.00 INDEX FEES: \$0.00

DDS: \$0 MDS: \$0 INT: \$0

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into as of the day of August, 2014, by and between VICTORIUM CORPORATION, a Florida Corporation ("Grantor"), whose address is P.O. Box 1136, DeLeon Springs, FL 32130, and OLD SCOTLAND TRADING COMPANY, LLC., a Florida Limited Liability Company, ("Grantee"), whose address is 2955 SE 3rd Ct., Ocala, FL 34471.

RECITALS

- A. Grantor owns and holds fee simple title to that certain parcel of real property situated in Marion County, Florida, more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Grantor Parcel"), a portion of which is more particularly depicted on Exhibit "B", attached hereto and made a part hereof (such portion hereinafter defined as the "Easement Parcel");
- B. Grantee owns and holds fee simple title to certain real property situated in Marion County, Florida, more particularly described in Exhibit "C", attached hereto and made a part hereof (the "Grantee Parcel");
- C. Grantor and Grantee desire to enter into this Agreement for the purpose of creating a non-exclusive easement for access and parking over the Easement Parcel, all as more particularly described hereinbelow.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. <u>RECITALS</u>. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by this reference as fully as if set forth herein verbatim.
- 2. <u>GRANT OF ACCESS AND PARKING EASEMENT</u>. Subject to the terms of this Agreement, Grantor does, by this instrument, give and grant unto Grantee a non-exclusive easement for passenger vehicle and pedestrian access and parking over, across and upon the Easement Parcel ("Easement"). The Easement over the Easement Parcel is perpetual,

but non-exclusive, and Grantor reserves unto itself and its assigns and successors in interest and/or title the non-exclusive right to use, pass and re-pass over and across the Easement Parcel and to install, maintain, repair, replace, remove and/or relocate any improvements in, over, under, upon and/or across the Easement Parcel, or any part thereof. Grantee shall use the rights granted by this instrument with due regard to the rights of Grantor to use and enjoy the Easement Parcel.

Grantee shall have the right, but not the obligation, at Grantee's expense, to install, maintain, repair, and replace improvements for passenger vehicle and pedestrian access and parking upon and across and the Easement Parcel, including the installation and maintenance of concrete curbing access features (herein referred to as "Improvements"), provided that in connection with such Improvements, Grantee shall be required (a) to prepare plans and specifications for such Improvements which shall be subject to the approval of Grantor, which approval shall not be unreasonably withheld, delayed or conditioned, and (b) to obtain all necessary governmental and quasi-governmental permits and licenses necessary to construct such Improvements. Grantor shall have thirty (30) days following its receipt of written request for approval of the plans and specifications for any Improvements to either approve such plans and specifications or to disapprove such plans and specifications specifying, in writing, its reasons for disapproval.

Grantee shall be obligated to obtain and provide to Grantor insurance in accordance with the following provisions:

- (a) Such insurance shall include the following coverages:
- (i) Comprehensive general liability insurance coverage providing for the following: (A) \$1,000,000.00 general aggregate; (B) \$1,000,000.00 products, completed operations aggregate; (C) Personal and advertising injuries; (D) \$1,000,000.00 per occurrence; and (E) Property damage in the amount of \$500,000.00 each occurrence and \$500,000.00 aggregate;
- (ii) Comprehensive automobile liability coverage (for all vehicles on the Easement Parcel) providing for bodily injury (and death) as follows: (A) \$500,000.00 each person; (B) \$500,000.00 each occurrence; and (C) \$50,000.00 property damage;
- (iii) Statutory workers' compensation coverage providing for employer's liability of: (A) \$500,000.00 each accident for bodily injury by accident; (B) \$500,000.00 policy limit for bodily injury by disease; and (C) \$500,000.00 for each employee by bodily injury by diseases;
- (b) Such insurance shall be issued by insurance companies licensed to do business in the State of Florida, authorized to issue such policies and shall have an A. M. Best's rating of B+ VIII or better;

- (c) Certificates indicating current coverages and naming Grantor as an additional insured shall be provided to Grantor prior to the use of the Easement Parcel and at the time of any renewals and/or modifications of such policies, and full and complete copies of any insurance policies shall be available upon request;
- (d) Each policy shall require that the insurer endeavor to give Grantor at least ten (10) days advance written notice by the insurer prior to the effective date of any modification thereof (by endorsement or otherwise) or any cancellation thereof;
- (e) Prior to any construction of any Improvements upon the Easement Parcel by Grantee, Grantee agrees to cause its contractor to carry, at all times during any such construction, a comprehensive public liability insurance policy to afford protection against any and all claims for personal injury, death or property damage occurring in, upon, adjacent to or connected with the Easement Parcel together with builder's risk, worker's compensation coverage and comprehensive automobile insurance (including owned, non-owned and hired vehicles) from a company or companies in an amount equal or exceeding the following requirements:
 - (i) Such policies of insurance shall name Grantor, Grantee and such other parties as determined by Grantor as additional insureds;
 - (ii) The policies of insurance shall otherwise meet the requirements set forth in this paragraph concerning insurance;
 - (iii) The comprehensive automobile liability coverage (for all contractor's vehicles on Grantor's property) shall provide for bodily injury (and death) as follows: (A) \$500,000.00 each person; (B) \$500,000.00 each occurrence: and (C) \$50,000.00 property damage;
 - (iv) The comprehensive general liability insurance coverage shall provide for the following: (A) \$1,000,000.00 general aggregate; (B) \$1,000,000.00 products, completed operations aggregate; (C) personal & advertising injury; (D) \$1,000,000.00 per occurrence; and (E) property damage \$500,000.00 each occurrence and \$500,000.00 aggregate;
 - (v) The statutory worker's compensation coverage shall provide for employer's liability of: (A) \$500,000.00 each accident for bodily injury by accident; (B) \$500,000.00 policy limit for bodily injury by disease; and (C) \$500,000.00 each employee for bodily injury by diseases.

Grantee hereby agrees to indemnify, defend and hold Grantor harmless for all

loss, cost or expense, including, but not limited to, attorneys' fees and courts costs through all trial and appellate levels in connection with Grantee's utilization of the Easement Parcel or any violation of Grantee's obligations under this Agreement.

- 3. <u>PARKING PERMISSION</u>. Grantee shall have the non-exclusive right to use up to twenty-two (22) parking spaces located upon the Easement Parcel for the limited purpose of passenger vehicle parking for the duration of this agreement as described herein.
- 4. <u>REPAIR</u>. Except as otherwise provided herein, Grantee shall be solely obligated to maintain any Improvements installed or constructed by Grantee upon the Easement Parcel, or any portion thereof. Notwithstanding the foregoing, in the event that either party, or any employee, agent or independent contractor of either party, causes any damage to any improvements constructed or installed on or about the Easement Parcel, or any portion thereof, by the other party, then the party causing such damage shall be obligated to repair such damage, at its expense.

In the event either party fails to discharge its obligations of repair as described in this Agreement, the other party shall have the right, but not the obligation, to do so, after not less than fifteen (15) days prior written notice to the party failing to make such required repairs (or such longer period of time (not to exceed ninety days) as may be reasonably required if such repair is commenced within such 15-day period and the party making such repair is proceeding diligently to complete such repair), and, in connection with such repairs, the repairing party is hereby granted the right of entry for that purpose, and the party failing to discharge its repair obligation shall reimburse the repairing party for all costs and expenses incurred by the repairing party in performing such repairs, on demand, together with interest thereon at the highest rate allowed by law from the date demanded until the date paid.

- 5. PRIOR RECORDED INTERESTS. Grantee agrees and acknowledges that any rights granted to Grantee by Grantor pursuant to this Agreement are subordinate in interest and subject to the terms and provisions of any and all matters, documents, and instruments of record which are recorded in the Official Records of Marion County, Florida as of the date of execution of this Agreement.
- 6. <u>DURATION</u>. It is intended that, subject to the provisions of this Agreement, the easements, conditions, covenants, restriction, rights, duties and obligations created, granted, declared or dedicated herein shall be perpetual and shall continue in existence until such time as Grantor or Grantee join in the execution, acknowledgement, delivery and recordation in the Public Records of Marion County, Florida of an instrument wherein this Agreement shall be wholly or partially terminated or modified, or the Grantee no longer owns the Grantee parcel.
- 7. <u>NO MERGER</u>. The current or future common ownership of fee simple title to all or any portion of the Grantee Parcel and all or any portion of the Easement Parcel shall not result in the extinguishment by merger, if applicable, of easement rights herein granted, reserved or created.

- 8. <u>SUCCESSORS AND ASSIGNS</u>. This Agreement is solely for the benefit of the formal parties hereto and any person or entity to which such benefits are specifically assigned by written instrument recorded in the Public Records of Marion County, Florida, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto unless such right is specifically assigned to such party by a party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement, or any provisions or conditions hereof. Notwithstanding the foregoing, all of the provisions, agreements, covenants and conditions herein contained shall be binding upon the parties hereto and their respective successors and assigns, specifically including successors-in-title with respect to any portion of the Easement Parcel or Grantee Parcel. This Agreement may be amended by written agreement of the parties to this Agreement (or such other person to whom the right to amend this Agreement is specifically assigned).
- 9. <u>ATTORNEY'S FEES</u>. In the event of any litigation concerning this Agreement, any provision hereof, or any right or easement granted or arising under, out of or by virtue of the execution of the delivery and/or recordation of this instrument, the prevailing party in such litigation shall be entitle to recover its reasonable attorney's fees and other legal expenses related thereto, including without limitation, those incurred at or before the trial level or in any appellate, bankruptcy or administrative proceeding.
- 10. <u>EASEMENTS RUNNING WITH THE LAND</u>. The provisions of this instrument are intended to run with the title to the Easement Parcel and the Grantee Parcel and are intended to be appurtenant to the Grantee Parcel.
- 11. <u>COMPLIANCE</u>. Grantor and Grantee shall comply with all applicable laws, codes, rules, regulations, statutes, ordinances, permits, rules and regulations of applicable governmental authorities, including environmental laws, with respect to use and enjoyment of the Easement Parcel.
- 12. <u>ENFORCEMENT</u>. The rights, easements, covenants, conditions and restrictions contained herein shall be enforceable by either party by suit for damages (excluding punitive damages), specific performance and/or mandatory and/or prohibitory injunctive relief, in addition to any other remedy provided by law or equity.
- 13. <u>TIME OF THE ESSENCE</u>. Time is of the essence with respect to all matters set forth herein. Whenever this Agreement requires that something be done within a period of days, such period shall: (i) not include the day from which such period commences; (ii) include the day upon which such period expires; (iii) expire at 5:00 p.m. local time on the date by which such thing is to be done; (iv) if six days or more, be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday or legal holiday in the state where such thing is to be done, such period shall extend to the first business day thereafter; and (v) if less than six days, be construed to exclude any Saturday, Sunday, or legal holiday.

14. NOTICE. Any notice or other communications which may be required or desired to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, if sent by overnight courier service (e.g., Federal Express) or if mailed by United States Certified Mail, Return Receipt Requested, Postage Prepaid. Any notice so given, delivered or made by mail shall be deemed to have been duly given, delivered and made on the date the same as receipt. Any party may specify or change its address to which notices are sent to such party by (i) written notice to the other party or parties specifying said address or change of address and (ii) recording in the Public Records of Marion County, Florida, an instrument specifying said address or change of address. In the event fee simple title to, or an interest in, all or any portion of the Easement Parcel, or the Grantee Parcel is hereafter acquired, of record, by any person or entity, such person or entity agrees, by acceptance of such title or interest, that written notice may be appropriately provided to such person or entity at the post office address of such person or entity specified in the recorded instrument whereby such title or interest was acquired by such person or entity. Any person or entity referred to in the preceding sentence may change the address to which notices are to be sent by (i) providing written notice to each of the parties and (ii) by recording in the Public Records of Marion County, Florida, an instrument referring to this Agreement and specifying a post office address to which written notices are to be sent if such address is different from the post office address reflected in the instrument wherein such title or interest was acquired by such person or entity.

[SIGNATURES ON FOLLOWING PAGES]

	ntor and Grantee have executed and delivered this to be and become effective as of theday of
Signed, sealed and delivered	"GRANTOR"
in the presence of:	VICTORIUM CORPORATION,
\cap . \checkmark	a Florida Corporation
Print Name: Denve / ane.	By: ////////////////////////////////////
Was of Service Line	Title: President
Print Name: KING TO AND	(CORPORATE SEAL)
STATE OF FLORIDA COUNTY OF VOLUSIA	
Florida Corporation. Said person (checdriver's license (issued by a state of the	t was acknowledged before me this \(\frac{1}{2}\) day of , as President of VICTORIUM CORPORATION, a ck one) \(\overline{\sigma}\) is personally known to me, \(\overline{\sigma}\) produced a United States cation, or \(\overline{\sigma}\) produced other identification, to wit:
	Print Name: Notary Public, State of Florida
	Commission No.:
	My Commission Expires.
	KIRK T. BAUER MY COMMISSION # FF 000471 EXPIRES: July 22, 2017 Bonded Thru Notary Public Underwriters
7 P a g e	-

Signed, sealed and delivered in the presence of:

"GRANTEE"

OLD SCOTLAND TRADING COMPANY, LLC.

Print Name: N. M. M. Zwen

By: 1

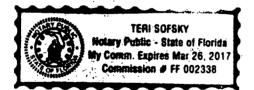
Title: Manager

Print Name:

STATE OF FLORIDA

COUNTY OF Marion

The foregoing instrument was acknowledged before me this that of the policy of the produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit:



Print Name: Tell Sofsky
Notary Public, State of Florida
Commission No.: FF 002338

My Commission Expires: 03-26-17

EXHIBIT "A"

Grantor Parcel Legal Description

TRACT A: A portion of the Southeast 1/4 of the Northwest 1/4 of Section 11. Township 15 South, Range 22 East, Marion County, Florida, being more fully described as follows: For a Point of Reference, commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 11, said point also being the centerline intersection of Northeast 14th Street and Northeast 39th Avenue, proceed thence North 00°02'30" East 33.00 feet to a point on the Northerly right-of-way of said Northeast 14th Street; thence along said right-of-way, South 89°48'00" East 186.93 feet to the P.C. of a curve concave Northwesterly, having a central angle of 36°13'00" and a radius of 400.00 feet; thence along the arc of said curve and intersecting with the Northwesterly right-of-way of S.R. 40 (Silver Springs Blvd., 200 feet wide), a distance of 252.84 feet to the P.T. thereof: thence along said right-of-way of S.R. 40, North 53°59'00" East 328.04 feet to the intersection with the Northeasterly right-of-way of Northeast 40th Avenue (50 feet wide); thence along said Northeasterly right-of-way, North 36°01'00" West 270.00 feet to the Point of Beginning, said point also being the P.C. of a curve concave Southeasterly, having a central angle of 75°50'07" and a radius of 200.00 feet: thence along the arc of said curve in a Northeasterly direction and along said right-of-way of Northeast 40th Avenue, a distance of 264.72 feet, thence departing from said curve and said right-of-way South 89°43'45" East 327.66 feet; thence South 53°59'00" West 415.17 feet to the Point of Beginning.

EXHIBIT "B" Easement Parcel Depiction

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF NORTHEAST 14TH STREET AND NORTHEAST 39TH AVENUE, PROCEED THENCE NORTH 00°02'30" EAST 33.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID NORTHEAST 14TH STREET; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 89°48'00" EAST 186.93 FEET TO THE P.C. OF A CURVE CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 36°13'00" AND A RADIUS OF 400.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND INTERSECTING WITH THE NORTHWESTERLY RIGHT-OF-WAY OF S.R. 40 (SILVER SPRINGS BLVD 200.00 FEET WIDE) A DISTANCE OF 252.84 FEET TO THE P.T. THEREOF; THENCE ALONG SAID RIGHT-OF-WAY OF S.R. 40, NORTH 53°59'00" EAST, 328.04 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY OF NORTHEAST 40TH AVENUE (50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 36°01'00" WEST 270.00 FEET TO THE POINT OF CURVATURE OF A 200 FOOT RADIUS CURVE, CONCAVE EASTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.26°32'04"W., 65.90 FEET, SAID POINT BEING THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5120, PAGE 1453, PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND THE POINT OF BEGINNING, THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTHEASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 18°57'56", A DISTANCE OF 66.20 FEET; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY, N.53°59'00"E. 157.27 FEET; THENCE S.36°01'00"E. 65.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE AFORESAID LANDS; THENCE S.53°59'00"W., ALONG SAID SOUTHERLY BOUNDARY, 168.13 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA AND CONTAINING 0.25 ACRES, MORE OF LESS.

EXHIBIT "C"

Grantee Parcel Legal Description

A portion of the Southeast ¼ of the Northwest ¼ of Section 11, Township 15 South, Range 22 East, Marion County, Florida, being more fully described as follows: For a Point of Reference commence at the Southwest corner of the Southeast ¼ of the Northwest ¼ of said Section 11, said point also being the centerline intersection of Northeast 14th Street and Northeast 39th Avenue, proceed thence North 00° 02'30" East 33.00 feet to a point on the Northerly right-of-way of said Northeast 14th Street; thence along said right-of-way South 89° 48'00" East 186.93 feet to the P.C. of a curve concave Northwesterly, having a central angle of 36° 13'00" and a radius of 400.00 feet; thence along the arc of said curve and intersecting with the Northwesterly right-of-way of S.R. 40 (Silver Springs Blvd. 200.00 feet wide) a distance of 252.84 feet to the P.T. thereof; thence along said right-of-way of S.R. 40, North 53° 59'00" East, 328.04 feet to the intersection with the Northeasterly right-of-way of Northeast 40th Avenue (50 feet wide) and the Point of Beginning. From the Point of Beginning thus described, proceed thence along said Northeasterly right-of-way North 36° 01'00" West 270.00 feet, thence departing from said right-of-way, North 53° 59'00" East 168.13 feet, thence South 36° 01'00" East 270.00 feet to a point on the aforementioned Northerly right-of-way of S.R. 40; thence along said right-of-way, South 53° 59'00" West 168.13 feet to the Point of Beginning.



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
VICTORIUM CORPORATION

Filing Information

 Document Number
 295027

 FEI/EIN Number
 59-1100198

 Date Filed
 07/20/1965

State FL

Status ACTIVE

Last Event CORPORATE MERGER

Event Date Filed 01/20/2004

Event Effective Date NONE

Principal Address

704 N. Woodland Blvd Deland, FL 32720

Changed: 04/28/2014

Mailing Address
PO BOX 1136

DELEON SPRINGS, FL 32130-1136

Changed: 03/11/1997

Registered Agent Name & Address

COOK, MICHAEL J

1425 BLACKWELDER RD. DELEON SPRINGS, FL 32130

Name Changed: 09/03/2002

Address Changed: 09/03/2002

Officer/Director Detail
Name & Address

Title President, Secretary, Treasurer, Director

COOK, MICHAEL J 1425 BLACKWELDER RD. DE LEON SPRINGS, FL 32130

Title VP

COOK, MICHAEL J, Jr. 1425 BLACKWELDER RD. DE LEON SPRINGS, FL 32130

Annual Reports

Report Year	Filed Date
2023	01/27/2023
2024	02/01/2024
2025	02/19/2025

Document Images

<u>Document images</u>	
02/19/2025 ANNUAL REPORT	View image in PDF format
02/01/2024 ANNUAL REPORT	View image in PDF format
01/27/2023 ANNUAL REPORT	View image in PDF format
01/10/2022 ANNUAL REPORT	View image in PDF format
01/31/2021 ANNUAL REPORT	View image in PDF format
06/26/2020 ANNUAL REPORT	View image in PDF format
02/19/2019 ANNUAL REPORT	View image in PDF format
04/13/2018 ANNUAL REPORT	View image in PDF format
02/22/2017 ANNUAL REPORT	View image in PDF format
04/26/2016 ANNUAL REPORT	View image in PDF format
04/22/2015 ANNUAL REPORT	View image in PDF format
04/28/2014 ANNUAL REPORT	View image in PDF format
04/29/2013 ANNUAL REPORT	View image in PDF format
04/20/2012 ANNUAL REPORT	View image in PDF format
04/22/2011 ANNUAL REPORT	View image in PDF format
04/19/2010 ANNUAL REPORT	View image in PDF format
04/23/2009 ANNUAL REPORT	View image in PDF format
02/06/2008 ANNUAL REPORT	View image in PDF format
01/18/2007 ANNUAL REPORT	View image in PDF format
02/21/2006 ANNUAL REPORT	View image in PDF format
02/17/2005 ANNUAL REPORT	View image in PDF format
01/20/2004 Merger	View image in PDF format
01/15/2004 ANNUAL REPORT	View image in PDF format
04/28/2003 ANNUAL REPORT	View image in PDF format
09/03/2002 Reg. Agent Change	View image in PDF format
02/11/2002 ANNUAL REPORT	View image in PDF format
01/11/2001 ANNUAL REPORT	View image in PDF format
04/29/2000 ANNUAL REPORT	View image in PDF format
04/15/1999 ANNUAL REPORT	View image in PDF format

01/23/1998 ANNUAL REPORT	View image in PDF format
03/11/1997 ANNUAL REPORT	View image in PDF format
05/01/1996 ANNUAL REPORT	View image in PDF format
04/18/1995 ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

GROWTH MANAGEMENT DEPARTMENT CODE ENFORCEMENT DIVISION 201 SE 3RD STREET (2ND FLOOR) OCALA, FL 34471

7/17/2025 CASE NO: CE25-0673

VICTORIUM CORPORATION PO BOX 1136 DE LEON SPRINGS, FL. 32130-1136

VICTORIUM CORPORATION 704 N WOODLAND BLVD DELAND, FL. 32720

COOK MICHAEL J (REGISTERED AGENT) 1425 BLACKWELDER RD DE LEON SPRINGS, FL. 32130

RE: 27294-002-01 | Vacant lot behind vipcare OCALA, FL.

Dear Property Owner:

Many times, homeowners and business owners are unaware of violations of the City of Ocala's Code of Ordinances existing on their property. A complaint has been reported to, or a violation was personally observed by a City of Ocala Code Enforcement Officer on the referenced property listed above. Please review the violations and how to abate them as follows:

Compliance Requested on or before: 8/13/2025

Violations:

SEC. 122-1223. - SUPPLEMENTARY REGULATION FOR DONATION BOXES

Obtain a donation box permit to be able to place it on the property.

SECTION 122-1007 - Surfacing.

Massive pothole on the property, fill and fix this and maintain the parking lot.

Our goal is to assist you in becoming compliant with City Code. The City of Ocala Code Enforcement believes a reasonable time to correct the above violation(s) would be by the date indicated. Should the violation(s) continue beyond the time specified for correction, the case may proceed to the Code Board/Special Magistrate for a hearing.

You may contact the officer assigned as indicated below. We appreciate all your efforts to help the City of Ocala, and our division in keeping Ocala a clean and safe place to live.

OSIAS FERREIRA, Code Enforcement Officer 352-789-5305 oferreira@ocalafl.gov



CODE ENFORCEMENT DIVISION ENVIRONMENTAL ENFORCEMENT DIVISION 201 SE 3rd STREET (2nd floor) OCALA, FLORIDA 34471

NOTICE OF VIOLATION AND PUBLIC HEARING

09/17/2025

VICTORIUM CORPORATION PO BOX 1136 DE LEON SPRINGS, FL. 32130-1136

VICTORIUM CORPORATION 704 N WOODLAND BLVD DELAND, FL. 32720

COOK MICHAEL J (REGISTERED AGENT) 1425 BLACKWELDER RD DE LEON SPRINGS, FL. 32130

Respondent(s) /

Location of Violation: 27294-002-01|VACANT LOT

Case Number: CE25-0673

Officer Assigned: Osias Ferreira

Required Compliance Date: 10/27/2025

Public Hearing Date & Time: 10/29/2025 10:30

Violation(s) and How to Abate:

SECTION 122-1007 - Surfacing.

Massive pothole on the property, fill and fix this and maintain the parking lot.

Section 122-1006. - Identification and marking. Restripe the parking lot and obtain a permit.

Dear property owner, or agent,

You are hereby notified that the above listed violation(s) exists relating to the City of Ocala Code of Ordinances.

This correspondence will serve as notification that the above stated violation(s) must be corrected by the date indicated. IT SHALL BE THE RESPONSIBILITY OF YOU, THE RESPONDENT, TO REQUEST A RE-INSPECTION TO VERIFY COMPLIANCE ON, OR BEFORE THIS DATE. If you, the respondent, fails to verify compliance on or before the aforementioned date, or if the code enforcement officer elects to proceed to a public hearing even after compliance is met, the public hearing will be conducted on the date at time indicated at:

City of Ocala - City Hall – 2nd Floor (Council Chambers) 110 SE Watula Avenue Ocala, FL 34471

The Municipal Code Enforcement Board/Special Magistrate has the authority to levy fines up to \$250 per day for a first violation and up to \$500 per day for a repeat violation, and to levy a lien on the real and personal property of the violator(s). A cost of prosecution will be levied in this case pursuant to Florida Statutes section 162.07(2).

You are entitled to be represented by counsel, present testimony, and evidence, and to testify on your behalf. Subpoenas for witnesses and for records, surveys, plats, and other materials may be requested and will be issued by this Board/ Special Magistrate through the office of the City Clerk of the City of Ocala, Florida. If you should decide to appeal any decision made by this Code Enforcement Board/Special Magistrate with respect to any matter considered at this meeting, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, on which the appeal is to be based.

IF SPECIAL ACCOMMODATIONS ARE NEEDED FOR YOU TO ATTEND OR PARTICIPATE IN THIS MEETING, PLEASE CALL 48 HOURS IN ADVANCE SO ARRANGEMENTS CAN BE MADE. PLEASE CALL THE SECRETARY OF THE MUNICIPAL CODE ENFORCEMENT BOARD/SPECIAL MAGISTRATE AT (352) 629-8309 TO MAKE SPECIAL ARRANGEMENTS.

For further information regarding your code enforcement case, you may contact the person assigned to your case by email or telephone below:

Osias Ferreira Code Enforcement Officer oferreira@ocalafl.gov 352-789-5305

CITY OF OCALA GROWTH MANAGEMENT DEPARTMENT CODE ENFORCEMENT DIVISION ENVIRONMENTAL ENFORCEMENT DIVISION 201 SE 3rd STREET (2nd floor), OCALA, FLORIDA 34471

CASE NO: CE25-0673

AFFIDAVIT OF POSTING

Section 2-446 (b) 2 (b)

STATE OF FLORIDA COUNTY OF MARION

•	•	d authority personally appeared tho after being duly sworn, depo		, for the Code Enforcement
1. I did on 27294-0	09/17/2025 002-01 VACANT	post the Notice of Violation & F	Public Hearing tothe pro	perty, located at
2. This Affic	lavit is provide	ed pursuant to Section 2-446(b) 2	2(b), Code of Ordinances of	the City of Ocala.
FURTHER, AFFI	ANT SAYETH	I NAUGHT.	Dated: 09/11/20 Code Enforce	

STATE OF FLORIDA MARION COUNTY

SWORN TO (or affirmed) before me: 09/17/2025 by Shaneka Greene Code Enforcement Specialist, City of Ocala, who is personally known to me.

Notary Public, State of Florida

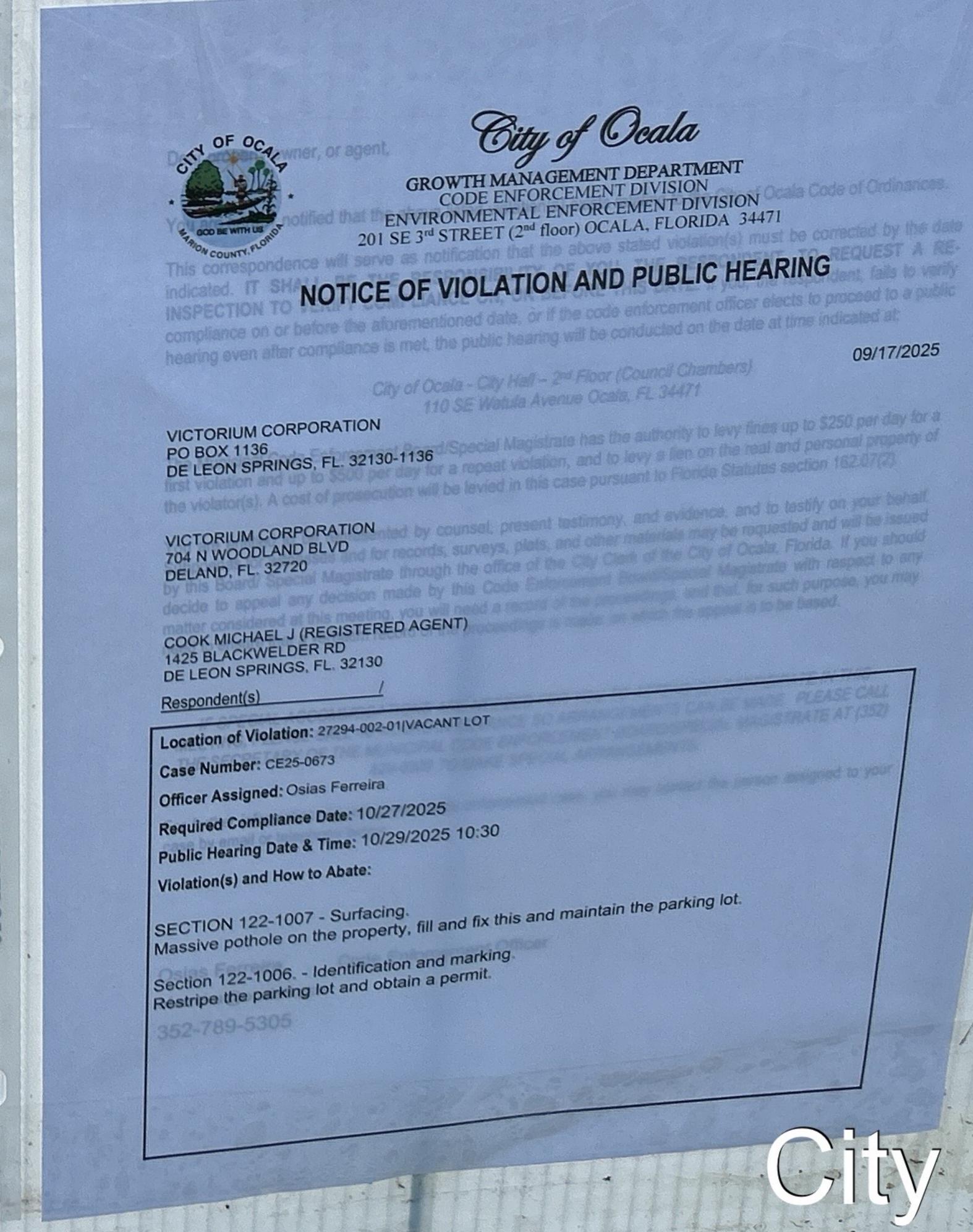
SHANEKA GREENE
Notary Public - State of Florida
Commission # HH 692333
My Comm. Expires Jun 26, 2029
Bonded through National Notary Assn.





CODE
ENFORCEMENT
352-629-8309

DO NOT REMOVE THIS
SIGN WITHOUT APPROVAL
FROM THE CITY CODE
ENFORCEMENT DIVISION



Code Enforcement Division

9/17/2025 8-51 AM

CITY OF OCALA GROWTH MANAGEMENT DEPARTMENT CODE ENFORCEMENT DIVISION ENVIRONMENTAL ENFORCEMENT DIVISION 201 SE 3rd STREET (2nd floor), OCALA, FLORIDA 34471

CASE NO: CE25-0673

AFFIDAVIT OF POSTING

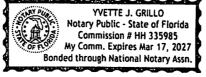
Section 2-446 (b) 2 (b)

STATE	OF	FLC	DRI	DA
COUNT	Y C)F M	IAR	NOIS

COUNTY OF MARION
BEFORE ME, the undersigned authority personally appeared,Shaneka Greene, for the Code Enforcement Division of the, City of Ocala, who after being duly sworn, deposes and states as follows:
I did on 09/16/2025 post the Notice of Violation & Public Hearing to Ocala City Hall, located at 110 SE Watula Avenue Ocala, FL .
2. This Affidavit is provided pursuant to Section 2-446(b) 2(b), Code of Ordinances of the City of Ocala.
FURTHER, AFFIANT SAYETH NAUGHT. Dated: 09/16/2025 Code Enforcement Specialist
STATE OF FLORIDA MARION COUNTY

SWORN TO (or affirmed) before me: 09/16/2025 by Yvette Grillo is personally known to me.

Code Enforcement Specialist, City of Ocala, who





Date Produced: 10/06/2025

CITY OF OCALA CITY CLERK'S OFFICE:

The following is the delivery information for Certified Mail™ item number 9489 0090 0027 6697 0043 27. Our records indicate that this item was delivered on 09/29/2025 at 11:02 a.m. in DE LEON SPRINGS, FL 32130. The scanned image of the recipient information is provided below.

Signature of Recipient:

`

mi in acik

Address of Recipient:

DE LEON SPRINGS, FL 32130-3911

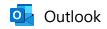
Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely, United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number:

8039548 37330412NOVPH 0673



27294-002-01 - Vacant Lot - Code Violation Notice

From Kirk Bauer <kbauer@delandattorneys.com>

Date Thu 8/7/2025 7:22 AM

To Osias Ferreira <oferreira@ocalafl.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning. I represent Victorium Corporation who owns the vacant property off NE 40th Avenue (Parcel No. 27294-002-01). My client is in receipt of your letter dated July 17, 2025 concerning a donation box and large pothole on the property.

My client did not cause the donation box to be put on the property. An easement agreement was recorded in the Public Records in 2014 for the adjoining property owner to use a portion of the property for parking and ingress and egress. We have sent a letter to the adjoining property owner and have requested that the box be removed. We will keep up with this request.

My client is having someone look at the mentioned pot hole to see what actions need to be taken to correct this matter.

I would request that you allow my client, who does not live in Marion County, additional time to take any corrective measures.

Please contact me if you have any questions. Thank you for your assistance in this matter.

Kirk Bauer, Esquire

Kirk T. Bauer, Esquire Bauer & Associates Attorneys at Law, P.A. *Mailing:* P.O. Box 459 DeLand, FL 32721-0459

Physical: 505 East New York Avenue, Suite 7

DeLand, FL 32724 Phone: 386-734-3313 Fax: 386-738-0424

email: kbauer@delandattorneys.com

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