Ocala Planning & Zoning Commission Agenda - Final
Monday, July 8, 2024

Meeting Information

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

Time
5:30 PM

Board Members

Kevin Lopez, Chairman
Jeanne Herzig-Arena
Richard A.Kesselring
Daniel London
Justin MacDonald
Brent Malever
Olivia Perez
Allison Campbell (non-voting), School Board Representative

Staff
Jeff Shrum, AICP
Director
Growth Management Department

Aubrey Hale
Planning Director
Growth Management Department

Endira Madraveren
Chief Planning Official
Staff Liaison

Gabriela Solano
Committee Secretary

WELCOME!
We are very glad you have joined us for today's meeting. The Planning and Zoning Commission (P & Z) comprises citizen members who voluntarily and without compensation devote their time and expertise to a variety of zoning and land development issues in the community. For many types of cases, the P& Z acts in an advisory capacity to the Ocala City Council with its recommendations subject to final action by Council.

GENERAL RULES OF ORDER
The P & Z is pleased to hear all non-repetitive comments. However, since a general time limit of five (5) minutes is allotted to the proponents/opponents of an issue, large groups are asked to name a spokesperson.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the P & Z Recording Secretary at (352) 629-8404 at least 48 hours in advance of the meeting.

APPEALS

Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is made.

This meeting and past meetings may be viewed by selecting it https://www.ocalafl.gov/meetings.

1. Call To Order

a. Pledge of Allegiance

b. Roll Call

c. Agenda Notes:
Cases heard by the Planning and Zoning Commission will be presented to City Council in accordance with the schedule provided after each case in the agenda. Please note that the City Council meetings will begin at 4:00 p.m.

2. Public Notice

It was acknowledged that a Public Meeting Notice was posted at City Hall (110 SE Watula Avenue, Ocala, Florida 34471) and published in the Ocala Gazette on June 21, 2024.

a. Ocala Gazette Ad

Attachments: July 8, 2024 Proof.pdf

3. Approval of Minutes

a. June 10, 2024 Meeting Minutes

Attachments: 6-10-24 Meeting Minues.pdf

4. Annexation / Land Use / Zoning

a. Second Nine Partners, LLC / ANX24-45693

Petitioner: Second Nine Partners, LLC
Agent: Tillman & Associates Engineering, LLC
Planner: Kristina Wright 352-629-8324
kwright@ocalafl.gov

A request for annexation for property located approximately 600-feet north of the intersection at US Highway 27 and NW 49th Avenue, Lot 1 and Drainage Retention Area Tract A of the Foxwood III Replat (P.B. 14 Pg. 197), (Parcel 21509-001-01 and 21509+001-01), approximately 25.67 acres.

Recommended Action: Approval

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, August 6, 2024,** City Council meeting and second and final hearing at the **Tuesday, August 20, 2024** City Council meeting.

Attachments: ANX24-45693 Memo
ANX24-45693 Staff Report
ANX24-45693 Case Map
ANX24-45693 Aerial Map
220312Z Foxwood Commons PUD Approval Letter
Foxwood III Plat

b. Second Nine Partners, LLC / LUC24-45694

Petitioner: Second Nine Partners, LLC
Agent: Tillman & Associates Engineering, LLC
Planner: Kristina Wright 352-629-8324
kwright@ocalafl.gov

A request to change the Future Land Use designation from Commercial (County) to Low Intensity (City), for property located approximately 600-feet north of the intersection at US Highway 27 and NW 49th Avenue, Lot 1 and Drainage Retention Area Tract A of the Foxwood III Replat (P.B. 14 Pg. 197), (Parcel 21509-001-01 and 21509+001-01), approximately 25.67 acres.

Recommended Action: Approval.

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, August 6, 2024,** City Council meeting and second and final hearing at the **Tuesday, August 20, 2024,** City Council meeting.

Attachments: LUC24-45694 Memo
LUC24-45694 Staff Report
LUC24-45694 Case Map
LUC24-45694 Aerial Map
220312Z Foxwood Commons PUD Approval Letter
Foxwood III

c. Second Nine Partners, LLC / ZON24-45695

Petitioner: Second Nine Partners, LLC
Agent: Tillman & Associates Engineering, LLC
Planner: Kristina Wright 352-629-8324
kwright@ocalafl.gov

Attachments: ZON24-45695 Memo
ZON24-45695 Staff Report
ZON24-45695 Case Map
ZON24-45695 Aerial Map
220312Z Foxwood Commons PUD Approval Letter
Foxwood III

d. Second Nine Partners, LLC / ANX24-45696

Petitioner: Second Nine Partners, LLC
Agent: Tillman & Associates Engineering, LLC
Planner: Andrew Gray 352-629-8305
agray@ocalafl.gov

A request annexation for property located approximately 300-feet north of the intersection at US Highway 27 and NW 46th Terrace, Drainage Retention Area Tract B of the Foxwood III Replat (P.B. 14 Pg. 197), (Parcel 21509+001-02), approximately 1.85 acres.

Recommended Action: Approval

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, August 8, 2024,** City Council meeting and second and final hearing at the **Tuesday, August 20, 2024** City Council meeting.

Attachments:
ANX24-45696 Memo
ANX24-45696 Staff Report
ANX24-45696 Case Map Second Nine Partners LLC
ANX24-45696 Aerial Map Second Nine Partners LLC
Foxwood III
Foxwood Replat Declaration
Shops at Foxwood Replat

e. Second Nine Partners, LLC / LUC24-45697

Petitioner: Second Nine Partners, LLC
Agent: Tillman & Associates Engineering, LLC
Planner: Andrew Gray 352-629-8305
agray@ocalafl.gov

A request to change the Future Land Use designation from Commercial (County) to Low Intensity (City), for property located approximately 300-feet north of the intersection at US Highway 27 and NW 46th Terrace, Drainage Retention Area Tract B of the Foxwood III Replat (P.B. 14 Pg. 197), (Parcel 21509+001-02), approximately 1.85 acres.

Recommended Action: Approval

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, August, 6, 2024,** City Council meeting and second and final hearing at the **Tuesday, August 20, 2024** City Council meeting.

Attachments: LUC24-45697 Memo
LUC24-45697 Staff Report
LUC24-45697 Case Map
LUC24-45697 Aerial Map
Foxwood III
Shops at Foxwood Replat
Foxwood Replat Declaration

f. Second Nine Partners, LLC / ZON24-45698

Petitioner: Second Nine Partners, LLC
Agent: Tillman & Associates Engineering, LLC
Planner: Andrew Gray 352-629-8305
agray@ocalafl.gov

A request to rezone from B-2, Community Business (County), to B-2, Community Business (City), for property located approximately 300-feet north of the intersection at US Highway 27 and NW 46th Terrace, Drainage Retention Area Tract B of the Foxwood III Replat (P.B. 14 Pg. 197), (Parcel 21509+001-02), approximately 1.85 acres.

Recommended Action: Approval

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, August 6, 2024,** City Council meeting and second and final hearing at the **Tuesday, August 20, 2024** City Council meeting.

Attachments:
ZON24-45698 Memo
ZON24-45698 Staff Report
ZON24-45698 Case Map
ZON24-45698 Aerial Map
Foxwood III
Foxwood Replat Declaration
Shops at Foxwood Replat

g. Ami DiLorenzo and Robert Cole / ZON24-45670

Petitioner: Ami DiLorenzo and Robert Cole
Agent: Rebecca Lorenz
Planner: Emily Johnson 352-629-8313
ewjohnson@ocalafl.gov

A request to rezone from R-2, Two-Family Residential, to RO, Residential-Office, for property located at 406 SE 8th Street (Parcel 2820-101-004), approximately 0.31 acres.

Recommended Action: Approval

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, August 6, 2024,** City Council meeting and second and final hearing at the **Tuesday, August 20, 2024** City Council meeting.

Attachments: ZON24-45670 Memo
ZON24-45670 Staff Report
ZON24-45670 Case Map
ZON24-45670 Aerial Map

5. Planned Development

a. Ocala 42nd Street Residential, LLC / PD24-45565

Petitioner: Ocala 42nd Street Residential, LLC
Agent: W. James Gooding III Gooding & Batsel PLLC
Planner: Endira Madraveren 352-629-8440
emadraveren@ocalafl.gov

A request to rezone from PUD-07, Planned Unit Development, to PD, Planned Development, for property located approximately 850-feet north and 1,200-feet east of the intersection at SW 27th Avenue and SW 42nd Street (Parcel 23930-000-00, 23930-002-00, 23930-003-00, 23930-003-01, 23930-003-03, and 23930-005-00), approximately 52.82 acres.

Recommended Action: Approval

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, August 6, 2024,** City Council meeting and second and final hearing at the **Tuesday, August 20, 2024,** City Council meeting.

Attachments: PD24-45565 Memo
PD24-45565 Staff Report
PD24-45565 Case Map
PD24-45565 Aerial Map

b. Ocala 42nd Street Residential, LLC / PD24-45565

Petitioner: Ocala 42nd Street Residential, LLC
Agent: W. James Gooding III, Gooding & Batsel, PLLC
Planner: Endira Madraveren 352-629-8440
emadraveren@ocalafl.gov

A request to approve a PD, Planned Development plan and standards book for property located approximately 850-feet north and 1,200-feet east of the intersection at SW 27th Avenue and SW 42nd Street (Parcel 23930-000-00, 23930-002-00, 23930-003-00, 23930-003-01, 23930-003-03, and 23930-005-00), approximately 52.82 acres.

Recommended Action: Approval

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council at the **Tuesday, August 20, 2024** City Council meeting.

Attachments: Resolution Memo
Staff Report
Exhibit A Grand Oaks
Exhibit B Grand Oaks

6. Public Comments

7. Staff Comments

8. Board Comments

9. Next meeting: August 12, 2024

10. Adjournment

File #: 2024-1686 Agenda Item #: a.

Ocala Gazette Ad

NOTICE OF PUBLIC HEARING
OCALA PLANNING AND ZONING COMMISSION

The Ocala Planning & Zoning Commission will consider the following petitions at its meeting on **Monday, July 8, 2024, commencing at 5:30 pm, in the City Council Chambers located on the Second Floor of City Hall at 110 SE Watula Avenue. The meeting may be viewed live by selecting it at** https://www.ocalafl.gov/meetings**.**

NORTHWEST

Petitioner: Second Nine Partners, LLC; Agent: Tillman & Associates Engineering, LLC; Case: LUC24-45694; A request to change the Future Land Use designation from Commercial (County) to Low Intensity (City), for property located approximately 600-feet north of the intersection at US Highway 27 and NW 49th Avenue, Lot 1 and Drainage Retention Area Tract A of the Foxwood III Replat (P.B. 14 Pg. 197), (Parcel 21509-001-01 and 21509+001-01), approximately 25.67 acres.

Petitioner: Second Nine Partners, LLC; Agent: Tillman & Associates Engineering, LLC; Case: ZON24-45695; A request to rezone from PUD, Planned Unit Development (County), to R-3, Multi-Family Residential (City), for property located approximately 600-feet north of the intersection at US Highway 27 and NW 49th Avenue, Lot 1 and Drainage Retention Area Tract A of the Foxwood III Replat (P.B. 14 Pg. 197), (Parcel 21509-001-01 and 21509+001-01), approximately 25.67 acres.

Petitioner: Second Nine Partners, LLC; Agent: Tillman & Associates Engineering, LLC; Case: LUC24-45697; A request to change the Future Land Use designation from Commercial (County) to Low Intensity (City), for property located approximately 300-feet north of the intersection at US Highway 27 and NW 46th Terrace, Drainage Retention Area Tract B of the Foxwood III Replat (P.B. 14 Pg. 197), (Parcel 21509+001-02), approximately 1.85 acres.

Petitioner: Second Nine Partners, LLC; Agent: Tillman & Associates Engineering, LLC; Case: ZON24-45698; A request to rezone from B-2, Community Business (County), to B-2, Community Business (City), for property located approximately 300-feet north of the intersection at US Highway 27 and NW 46th Terrace, Drainage Retention Area Tract B of the Foxwood III Replat (P.B. 14 Pg. 197), (Parcel 21509+001-02), approximately 1.85 acres.

SOUTHEAST

Petitioner: Ami DiLorenzo and Robert Cole; Agent: Rebecca Lorenz; Case: ZON24-45670; A request to rezone from R-2, Two-Family Residential, to RO, Residential-Office, for property located at 406 SE 8th Street (Parcel 2820-101-004), approximately 0.31 acres.

SOUTHWEST

Petitioner: Ocala 42nd Street Residential, LLC; Agent: W. James Gooding III, Gooding & Batsel, PLLC; Case: PD24-45565; A request to rezone from PUD-07, Planned Unit Development, to PD, Planned Development, for property located approximately 850-feet north and 1,200-feet east of the intersection at SW 27th Avenue and SW 42nd Street (Parcel 23930-000-00, 23930-002-00, 23930-003-00, 23930-003-01, 23930-003-03, and 23930-005-00), approximately 52.82 acres.

Petitioner: Housing Finance Authority of Marion County; Agent: Donnie Mitchell and Keith Fair, Housing Finance Authority of Marion County; Case: ZON24-45672; A request to rezone from R-1, Single-Family Residential, to R-3, Multi-Family Residential, for property located approximately 900-feet northwest of the intersection at SW College Road and SW 10th Road (Parcel 23553-003-00), approximately 13.13 acres.

JEFF SHRUM, AICP
DIRECTOR, GROWTH MANAGEMENT DEPARTMENT

The agenda and material related to items on each agenda will be available in advance online at www.ocalafl.gov.

Interested parties may appear at the meeting and be heard regarding their opinion of the proposed cases. Copies of the proposed cases are available and may be reviewed at the Growth Management Department, 201 SE 3rd Street, Second Floor, Ocala, telephone (352) 629-8404, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

If reasonable accommodations are needed for you to participate in this meeting, contact the Growth Management Department at (352) 629-8404, 48 hours in advance, so those arrangements can be made.

Any person who decides to appeal any decision of the Ocala Planning and Zoning Commission with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made.

File #: 2024-1676 Agenda Item #: a.

June 10, 2024 Meeting Minutes

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Ocala
Planning & Zoning Commission
Minutes

Monday, June 10, 2024 **5:30 PM**

1. Call to Order

a. Pledge of Allegiance

b. Roll Call

Present	Richard "Andy" Kesselring, Daniel London, Chairperson Kevin Lopez, Brent Malever, Justin MacDonald, and Allison Campbell
Absent	Jeanne Herzig-Arena
Excused	Olivia Perez

c. Agenda Notes:

Cases heard by the Planning and Zoning Commission will be presented to City Council in accordance with the schedule provided after each case in the agenda. Please note that the City Council meetings will begin at 4:00 p.m.

2. Public Notice

It was acknowledged that a Public Meeting Notice was posted at City Hall (110 SE Watula Avenue, Ocala, Florida 34471) and published in the Gazette on May 20, 2024.

a.

Attachments: June 10, 2024 Proof.pdf

3. Approval of Minutes

a.

Attachments:	5-20-24 Minutes.pdf
RESULT:	APPROVED
MOVER:	Brent Malever
SECONDER:	Justin MacDonald
AYE:	Kesselring, London, Chairperson Lopez, Malever, and MacDonald
ABSENT:	Herzig-Arena
EXCUSED:	Perez

4. Subdivisions

a. Approve SUB24-45550 CampAlto Final Plat

Attachments: Memo Final Plat.pdf
Final Plat.pdf
Boundary Survey.pdf

Development Coordinator Karen Cupp displayed maps and various photos of the property and adjacent properties while providing staff comments and the findings of fact.

Motion to approve SUB23-45550, CampAlto Final Plat.

RESULT:	APPROVED
MOVER:	Justin MacDonald
SECONDER:	Daniel London
AYE:	London, Chairperson Lopez, Malever, and MacDonald
ABSENT:	Herzig-Arena, and Kesselring
EXCUSED:	Perez

5. Zoning

a. Lewis Electrical Constructors / ZON24-45671

Attachments: ZON24-45671 Memo
ZON24-45671 Staff Report
ZON24-45671 Case Map Lewis Electrical Constructors Inc
ZON24-45671 Aerial Map Lewis Electrical Constructors Inc

Chief Planning Official Endira Madraveren displayed maps and various photos of the property and adjacent properties while providing staff comments and the findings of fact.

Derek Batsel, Boyd -Mox Development LLC, 1620 SE 16th Ave. Ocala, FL, said he was available to answer questions. Mr. Lopez asked if they had an end-user in mind for the property. Mr. Batsel replied that they did not, but lost several buyers because of the M-1 zoning.

Motion to approve ZON24-45671, Lewis Electrical Constructors. a request to rezone from M-1, Light Industrial, to M-2, Medium Industrial. for property located at 1123 NW 22nd Street (Parcel 25260-000-00), approximately 12.85 acres.

RESULT:	APPROVED
MOVER:	Daniel London
SECONDER:	Brent Malever
AYE:	Kesselring, London, Chairperson Lopez, Malever, and MacDonald
ABSENT:	Herzig-Arena
EXCUSED:	Perez

b. METTA Property Holdings, LLC and Lawrence Struck / ZON24-45638

Attachments: ZON24-45638 Memo
ZON24-45638 Staff Report
ZON24-45638 Case Map
ZON24-45638 Aerial Map

Ms. Madraveren displayed maps and various photos of the property and adjacent properties while providing staff comments and the findings of fact.

Mr. Lopez asked if the request was for specific uses not used in the B-4 zone. Ms. Madraveren replied yes, a single family residence is not a permitted principal use in B-4 and B-2 is a less intense zoning classification with less intense permitted uses.

Deborah Shahadey, 29 Wintergreen Way, Ocala, FL, said she was available to answer questions.

Motion to approve ZON24-45638, METTA Property Holdings, LLC and Lawrence Struck a request to rezone from M-1, Light Industrial, to B-2, Community Business, for properties located at 1703 and 1713 NE 8th Road (Parcel 26020-000-00 and 26018-000-00), approximately 0.93 acres.

RESULT:	APPROVED
MOVER:	Brent Malever
SECONDER:	Justin MacDonald
AYE:	Kesselring, London, Chairperson Lopez, Malever, and MacDonald
ABSENT:	Herzig-Arena
EXCUSED:	Perez

6. Code Amendment

a. City of Ocala / COD24-45660

Attachments: COD24-45660_Memo
Ordinance draft_COD24-45660 redlined
Ordinance draft_COD24-45660 clean
10-Year List of Rezonings (M-1 to M-2)
10-Year List of Public Hearing Requests for Additional Outdoor Storage

Senior Planner Emily Johnson displayed a map and code amendments while providing staff comments and the findings of fact.

Mr. Lopez asked why the 10,000 square feet was included as a default instead of 20%. Ms. Johnson replied 30% is currently allowed in the gross floor area of the primary building or structure up to 10,000 square feet. The calculations are 10,000 square feet is 20% of a 50,000 square feet property. The City wants to ensure that properties smaller than 50,000 square feet which have gone through the site plan process asking for outdoor storage wouldn't create any non-conformities.

Motion to approve COD24-45660, City of Ocala a request to clarify the intent and purpose of the M-1, Light Industrial, zoning district; increase the outdoor storage allowance; and specify design standards for outdoor storage.

RESULT:	APPROVED
MOVER:	Daniel London
SECONDER:	Brent Malever
AYE:	Kesselring, London, Chairperson Lopez, Malever, and MacDonald
ABSENT:	Herzig-Arena
EXCUSED:	Perez

7. Public Comments

None.

8. Staff Comments

Planning Director Aubrey Hale introduced Planner I Andrew Gray, Planner II Kristina Wright and Associate Planner Rachel Harvik.

Ms. Madraveren said a recent amendment to the Code of Ordinance was approved and it allows Planning and Zoning Commission members to also serve on the Board of Adjustment. She stated there is a need for Board of Adjustment members, if anyone is interested.

9. Board Comments

Mr. McDonald said he would not be able to attend the July 8 meeting.

Ms. Campbell stated she is non-voting member and is not allowed to serve on the Board of Adjustment.

10. Next Meeting Date: July 8, 2024

11. Adjournment

The meeting adjourned at 5:56 pm.

File #: 2024-1631 Agenda Item #: a.

Second Nine Partners, LLC / ANX24-45693

Petitioner: Second Nine Partners, LLC
Agent: Tillman & Associates Engineering, LLC
Planner: Kristina Wright 352-629-8324
kwright@ocalafl.gov

A request for annexation for property located approximately 600-feet north of the intersection at US Highway 27 and NW 49th Avenue, Lot 1 and Drainage Retention Area Tract A of the Foxwood III Replat (P.B. 14 Pg. 197), (Parcel 21509-001-01 and 21509+001-01), approximately 25.67 acres.

Recommended Action: Approval

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, August 6, 2024,** City Council meeting and second and final hearing at the **Tuesday, August 20, 2024** City Council meeting.

Submitted By: Kristina L. Wright, CNU-A, FRA-RA

Presentation By: Kristina L. Wright, CNU-A, FRA-RA

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Introduce Ordinance 2024-XX to annex approximately 25.67 acres for property located approximately 600-feet north of the intersection at US Highway 27 and NW 49th Avenue, (Parcel 21509-001-01 and 21509+001-01) (Case ANX24-45693) (Quasi-Judicial).

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner: Second Nine Partners LLC
- Property Owner: Second Nine Partners LLC
- Agent: Guy Lemieux, Second Nine Partners LLC

The subject property area consists of a developed tract for drainage retention and a remainder property from the original Shops at Foxwood plat. The subject property area is currently located in unincorporated Marion County and zoned PUD, Planned Unit Development (County), with an underlying Commercial Future Land Use classification (County).

The petitioner is requesting to annex the properties into the City to connect to existing utilities and facilitate future multi-family residential development. The subject properties are contiguous to City limits to the south; the annexation into the City limits does not create an enclave. Marion County owns and maintains an existing water well site within the boundaries of the property (separately identified by Parcel Number 21509-001-00), which is accessed via dedicated utility easements and not subject to the annexation request.

Adequate public facilities exist to service the subject properties. The petitioner has submitted concurrent applications for a Land Use Change to Low Intensity (Case: LUC24-45694) and Rezoning to R-3, Multifamily Residential (Case: ZON24-45695).

FINDINGS AND CONCLUSIONS: The subject properties are contiguous to the City limits, and the annexation into the City limits does not create an enclave. Adequate public facilities exist to service the subject properties. The annexation request will not adversely affect the community's health, safety, convenience, prosperity, or general welfare.

Staff recommends approval.

FISCAL IMPACT: N/A

ALTERNATIVES:

- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS:

- Staff Report
- Case Map
- Aerial Map
- Foxwood Commons PUD Approval Letter
- Foxwood III Plat

ORDINANCE 2024-XX

AN ORDINANCE ANNEXING TO THE CITY OF OCALA, FLORIDA CERTAIN PROPERTY LOCATED APPROXIMATELY 600-FEET NORTH OF THE INTERSECTION AT US HIGHWAY 27 AND NW 49TH AVENUE, LOT 1 AND DRAINAGE RETENTION AREA TRACT A OF THE FOXWOOD III REPLAT (PB 14, PG 197), (PARCELS 21509-001-01 AND 21509+001-01), APPROXIMATELY 25.67 ACRES (ANX24-45693), MARION COUNTY, FLORIDA, PURSUANT TO CHAPTER 171, FLORIDA STATUTES, PROVIDING FOR TERMS AND CONDITIONS OF SAID ANNEXATION, DESCRIBING THE AREA TO BE ANNEXED; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, owners of real property to an unincorporated area of Marion County which is contiguous to the City of Ocala, Florida, have petitioned the City Council of the City of Ocala that said property be annexed to the City of Ocala, Florida, in accordance with Section 171.044, Florida Statutes; and

WHEREAS, it has been determined by the City Council of the City of Ocala, Florida, that the petition bears the signature of all owners of property in the area proposed to be annexed.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

Section 1. City Council of the City of Ocala, Florida in accordance with the powers given and granted to said City of Ocala in and by Chapter 171, Florida Statutes, does hereby redefine the boundary lines of the City of Ocala, so as to include therein the property contiguous thereto and described as follows:

SECTION 03, TOWNSHIP 15, RANGE 21, PLAT BOOK 014 PAGE 197, FOXWOOD III, LOT 1

AND

SECTION 03, TOWNSHIP 15, RANGE 21, PLAT BOOK 014 PAGE 197, FOXWOOD III, TRACT A- WRA

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and

all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the property described in Section 1 of this ordinance be annexed; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

Staff Report

Case No. ANX24-45693
Planning & Zoning Commission: July 8, 2024
City Council (1st Reading): August 6, 2024
City Council (Adoption): August 20, 2024

Petitioner: Second Nine Partners LLC

Property Owner: Second Nine Partners LLC

Agent: Guy Lemieux, Second Nine Partners LLC

Project Planner: Kristina L. Wright, CNU-A, FRA-RA

Applicant Request: Annexation of a 25.67-acre property from unincorporated Marion County to connect to City utilities to facilitate the future development of multi-family residential housing.

Existing Future Land Use: Commercial (County)

Proposed Future Land Use: Low Intensity (City)

Existing Zoning District: PUD, Planned Unit Development (County)

Proposed Zoning District: R-3, Multi-Family Residential District (City)

Parcel Information

Acres: ±25.67 acres

Parcel(s)#: 21509-001-01 and 21509+001-01

Location: Approximately 600-feet north of the intersection at US Highway 27 and NW 49th Avenue, Lot 1 and Drainage Retention Area Tract A of the Foxwood III Replat (P.B. 14, Pg. 197)

Existing use: Vacant/Undeveloped

Overlay(s): N/A

Adjacent Property Information

Direction	Future Land Use	Zoning District	Current Use
North	Medium Residential (County)	R-1, Single-Family Residential (County)	Single-Family Residential Subdivision (Quail Meadow)
East	Commercial (County)	A-1, General Agriculture (County)	Undeveloped, agriculturally-zoned land
South	Low Intensity (City)	SC, Shopping Center (City) B-2, Community Business (City)	Shopping Center (Shops at Foxwood) Hotel (Staybridge Suites, under construction)
West	Commercial (County)	Community Business: B-2	Shopping Center (Quail Meadow Commons)

Background

The subject property, identified by Parcel Identification Numbers 21509-001-01 and 21509+001-01, contains an approximate 25.67 acres, and is generally located behind the Shops at Foxwood shopping center, east of NW 49th Avenue, and to the south of and adjacent to the Quail Meadow Subdivision. These properties are part of an overall master planned development, platted within the Foxwood III Plat and further articulated through the subsequent PUD. Parcel 21509+001-01 serves as a drainage retention area for the surrounding development.

More specifically, the subject property was platted as part of the Foxwood III (Plat Book 14, Page 197); the plat subtitle indicates that this was platted as part of a private commercial subdivision described as a replat of a portion of Tract 'G' of Shops at Foxwood (Plat Book 12, Page 3). The plat depicts a 40-foot-wide ingress/egress access easement, and a 20-foot-wide ingress/egress access easement in the middle of the northern boundary that appears near the NW 47th Avenue access to Quail Meadow. All other parcels described in the plats of Shops at Foxwood (Plat Book 12, Page 3), Shops at Foxwood Replat (Plat Book 12, Page 161) and Foxwood III (Plat Book 14, Page 197) have been annexed, with the exception of a drainage retention area which is being presented for consideration to annex under a separate application (ANX24-45696).

Annexations: *F.S. Ch. 171.031 Definitions*
(3) "Contiguous" means that a substantial part of a boundary of the territory sought to be annexed by a municipality by a publicly owned county park; a right-of-way for a highway, road, railroad, canal, or utility; or a body of water, watercourse, or other minor geographical division of a similar nature, running parallel with and between the territory sought to be annexed and the annexing municipality, may not prevent annexation under this act, provided the presence of such a division does not, as a practical matter, prevent the territory sought to be annexed and the annexing municipality from becoming a unified whole with respect to municipal services or prevent their inhabitants from fully associating and trading with each other, socially and economically.

F.S. Ch. 171.043 Character of the area to be annexed
(3)(a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such a sparsely developed area; or (b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

The subject property is contiguous to the City limits yet contains the Marion County well parcel (21509-001-00) noted as an exception from the legal description of the subject properties; the well site is not subject to the annexation request. The subject property also has a 20-foot-wide utility easement as indicated in the Foxwood III Plat (PB 14, PG 198) surrounding said well site, which is to be retained.

On April 5, 2022, the Marion County Board of County Commissioners approved a rezoning on the subject properties to PUD, Planned Unit Development, along with a conceptual plan for 396 multi-family units. The applicant has submitted a conceptual plan consistent with the development approved by Marion County. The applicant is now seeking to rezone the current approved County PUD zoning to a City R-3 zoning through concurrent application ZON24-45695 as further detailed below.

Applicant Request

The petitioner is requesting an annexation to connect to City utilities and facilitate development of a 396-unit multi-family residential development, consistent with the development previously approved by Marion County.

The petitioner has submitted concurrent applications to change the land use classification from Commercial (County) to Low Intensity (City) (LUC24-45694); and to rezone from PUD, Planned Unit Development (County) to R-3, Multi-Family Residential District (City) (ZON24-45695).

Staff Analysis

The subject properties are contiguous to the City limits to the south, and the requested annexation does not create an enclave. Adequate public facilities exist to service the subject properties.

Factual Support

1. The requested annexation is consistent with the following Objectives and Policies of the City of Ocala Comprehensive Plan:
    a. Future Land Use Element Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities, and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
        i. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation, and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.
    b. Future Land Use Element Policy 13.2: The City shall continue to enforce the provisions of the Land Development Code that requires new development to pay for its share of existing or planned capital facilities through an impact fee charge, mobility fee, or other appropriate means.
    c. Sanitary Sewer Sub-Element Policy 5.1: The City shall require that any land or development receiving sanitary sewer services from the City of Ocala will annex into the City if or when it becomes contiguous to the City.
    d. Potable Water Sub-Element Policy 5.1: The City shall require that any land or development receiving potable water services from the City of Ocala will annex into the City if or when it becomes contiguous to the City.
2. The requested annexation is consistent with the following Sections of the City of Ocala Code of Ordinances:
    a. Section 122-246 – *Annexed territory*:
        (a) All territory which may be annexed to the city after the effective date of the ordinance from which this section is derived (May 8, 1992) shall be considered to be zoned in the zoning classification given it by the county zoning code; provided that if no such

classification exists in the zoning ordinance of the city then the property shall be zoned within the city under that classification most closely corresponding to the existing county classification.

(b) All annexed territory shall, at the earliest available date, be subject to the land use change process to bring the land use into compliance with the comprehensive plan. This process may result in a different land use designation and zoning classification.

3. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Level of Service Impact Analysis

Transportation: The subject property has approximately 390-feet of frontage along NW 49th Avenue. The congestion management data from the Ocala-Marion TPO for the affected roadway is provided below. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review.

Road/Street Name	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
US Hwy 27 (From NW 44th Ave to NW 49th Ave)	4	45 MPH	Arterial	D	55,700	21,700	B
US Hwy 27 (From NW 49th Ave to NW 60th Ave)	4	55 MPH	Arterial	D	55,700	18,100	B

Electric: The subject property is in the Ocala Electric Utility service territory.

Internet: Service is available. A City fiber optic cable runs along NW 49th Avenue in front of the subject property.

Potable Water: Service is available. A City water main runs along NW 49th Avenue in front of the property. Connections will be determined during the site plan or subdivision review and approval process.

Sanitary Sewer: Service is available. A City gravity main runs along NW 49th Avenue in front of the property. Connections will be determined during the site plan or subdivision review and approval process.

Stormwater: The subject property is not located within a FEMA Flood Zone. For any future development, runoff must be directed into the off-site drainage system as part of the "Foxwood Commons" subdivision.

Solid Waste: Service is available.

Fire Service: Ocala Fire Rescue Station #1 is located approximately 3.5 miles from the subject property, at 3001 NE 21st Street.

Schools: The subject property is serviced by College Park Elementary (operating at 108.80% capacity), Howard Middle (operating at 65.21% capacity) and West Port High School (operating at 116.83%). The proposed development of the property may generate up to 55 additional Elementary School-aged students, up to 22 additional Middle School-aged students, and up to 26 additional High School-aged students. Both the elementary school and the high school are over capacity and will require paying school concurrency fees after July 2024, which will take place during the building permit stage prior to the issuance of a Certificate of Occupancy.

	Project Dwelling Units (MFR)		
School Level	**MFR Student Generation Rate**	**462 (maximum 18 d.u. / ac permitted by LI FLU)**	**396 (proposed 15.4 d.u. / ac)**
E	0.139	64	55
M	0.056	25	22
H	0.067	30	26

Staff Recommendation: ***Approval***

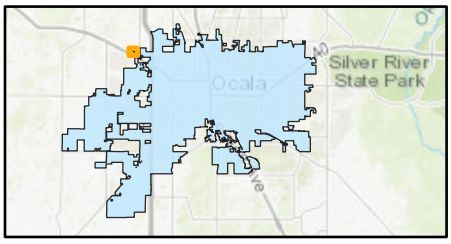
ANNEXATION CASE MAP

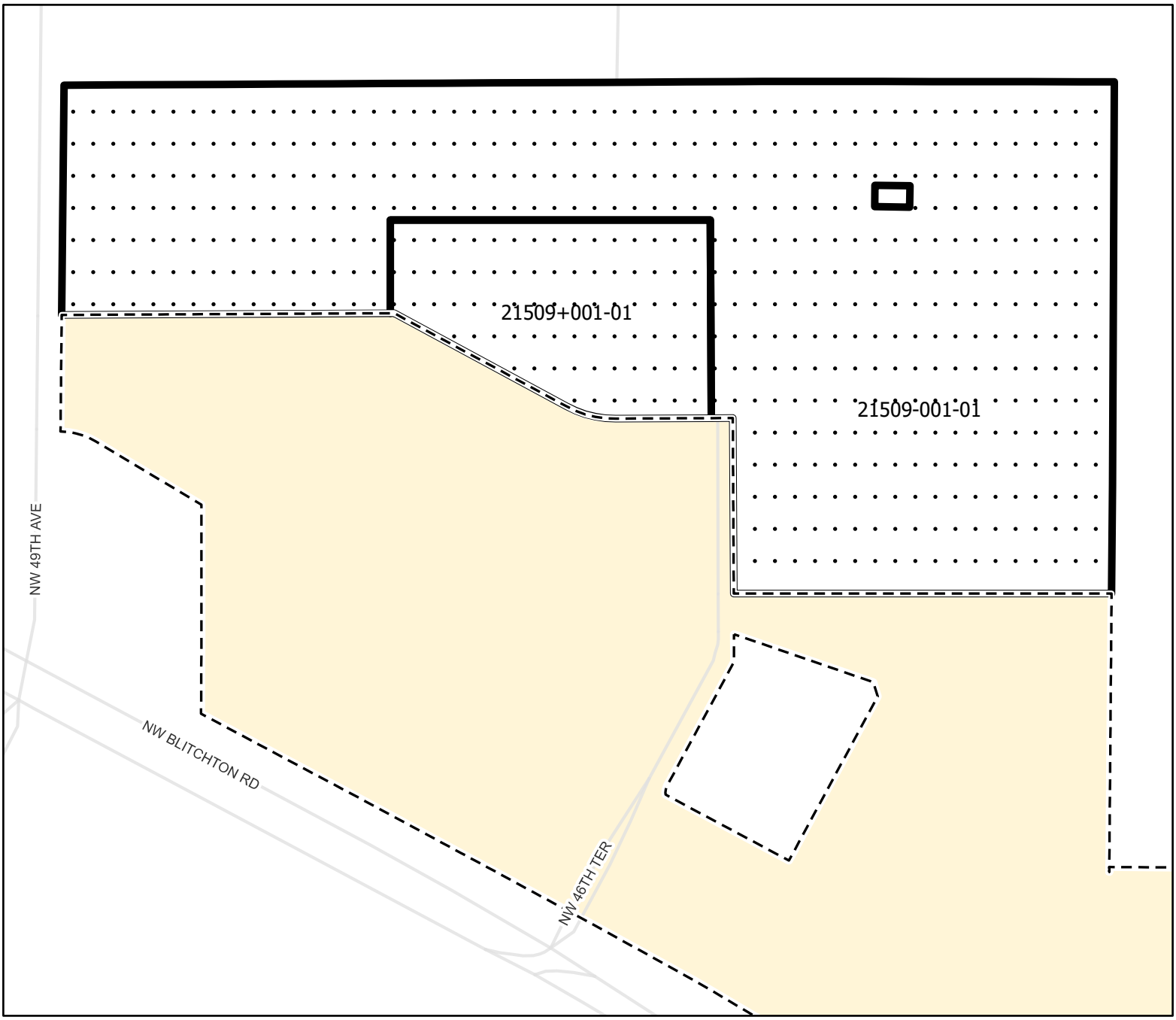
P & Z Meeting: July 8, 2024

Case Number: ANX24-45693

Parcel Number: 21509-001-01 & 21509+001-01
Property Size: Approximately 25 acres
Land Use Designation: Commercial (County)
Zoning: PUD, Planned Unit Development (County)
Proposal: A request to annex into the city

Location Map





City Limits
Subject Property

0 500 Feet

N

OCALA

Prepared by the City of C
Growth Management Depart

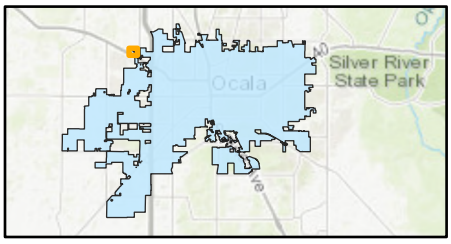
ANNEXATION CASE MAP

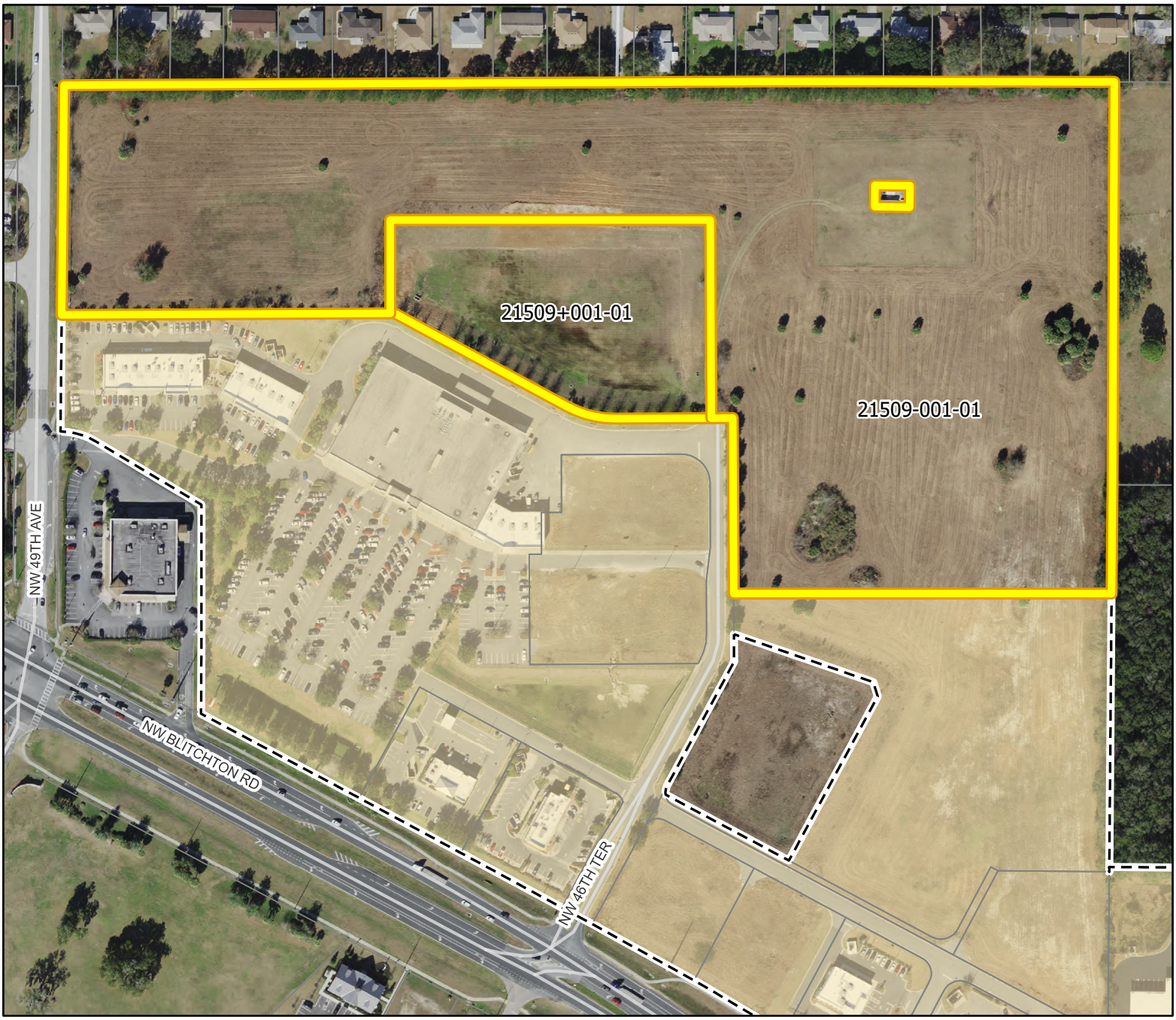
P & Z Meeting: July 8, 2024

Case Number: ANX24-45693

Parcel Number: 21509+001-01 , 21509-001-01
Property Size: Approximately 25.00 acres
Land Use Designation: Commercial (County)
Zoning: PUD, Planned Unit Development (County)
Proposal: A request to annex into the city

Location Map





City Limits
Subject Property

0 500 Feet

N

OCALA

Prepared by the City of C
Growth Management Depart

Marion County
Board of County Commissioners

Growth Services

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

April 21, 2022

Mark Jank
Second Nine Partners, LLC.
2700 Trillium Ridge #4218
The Villages, FL 32163

RE: PUD Rezoning Case Application No. 220312Z
Application Request No. 27849

To Whom It May Concern:
We are sending this letter to inform you that your request for zoning change from B-4 (Regional Business) to PUD (Planned Unit Development) regarding the Foxwood Commons PUD Development project on a 25.66 acre portion of parcel 21509-000-00 was approved by the Board of County Commissioners on April 5, 2022.

Development conditions and Concept Plan are enclosed.

When contacting the Growth Services Department's Planning and Zoning Division about this action, please refer to file no. 220312Z.

Sincerely,

Tracy Straub, PE
Assistant County Administrator

ss

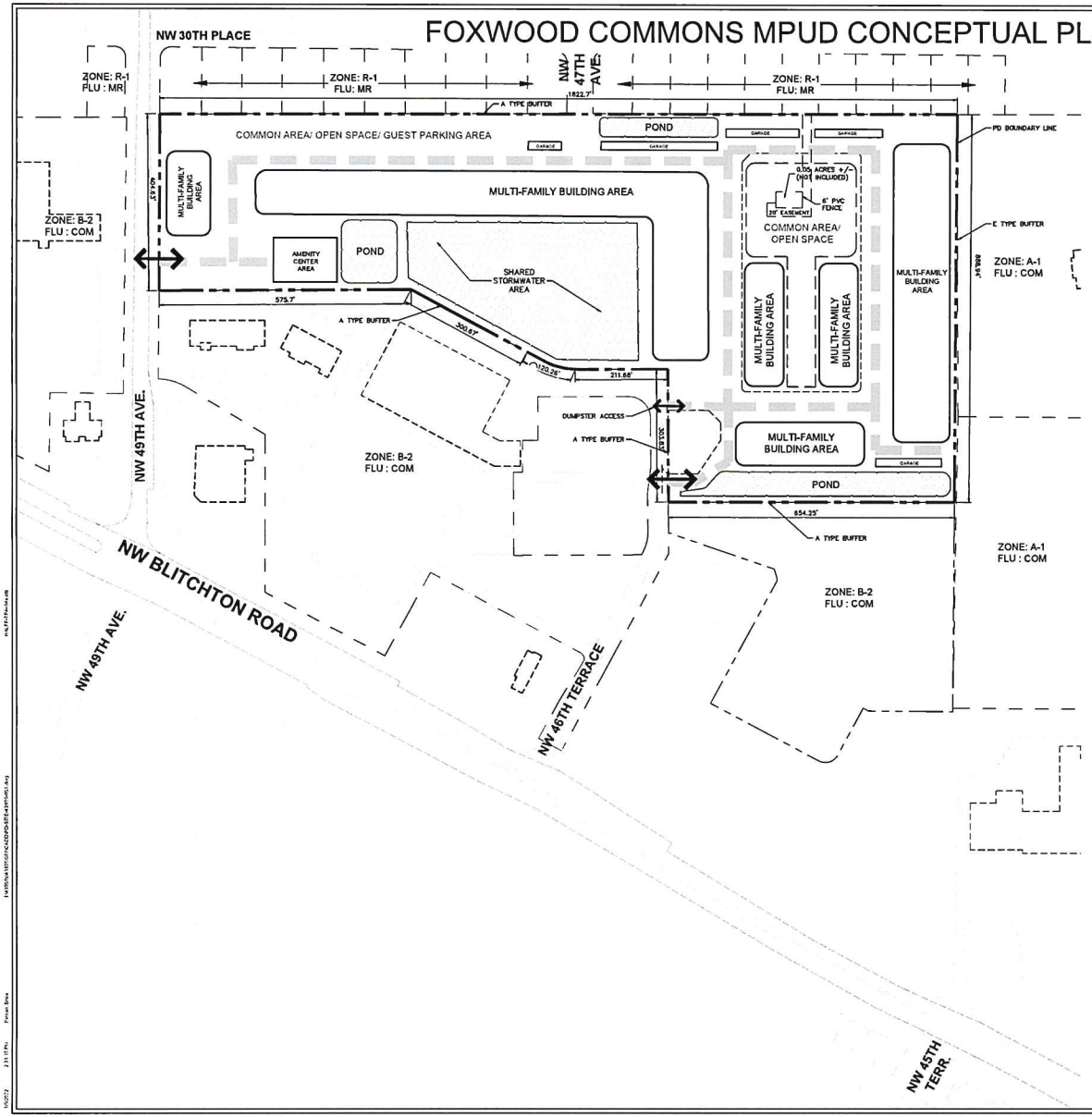
Enclosure: Development Conditions and Concept Plan

cc: Isabelle Albert, AICP, Halff Associates, Inc.

220312Z (Foxwood Commons) Development Conditions:

1. The PUD shall consist of a total of 396 dwellings units and accompanying accessory amenities (e.g., clubhouse, pool, sport court, playground, stormwater open space, dog park, and tree grove) consistent with the Marion County Land Development Code, the PUD Application, and PUD Concept Plan (Dated January 2022; attached).
2. Building heights shall be limited to 50'.
3. Prior to completion and approval of the final PUD Master Plan, the project Traffic Study shall be completed to the satisfaction of the County Engineer and Planning director, adequate provision shall be made for the coordination of the improvements with the PUD.
4. All roads, parking lots, and sidewalks shall meet the requirements of the Marion County Land Development Code.
5. The PUD shall provide 20% Open Space.
6. All project development shall be served by Marion County Utilities for central potable water and central sanitary sewer services. Adequate capacity shall be demonstrated prior to the approval of Improvement Plans.
7. The northern buffer shall be a no touch buffer of the existing treeline, any thin or bare spots shall be supplemented with additional trees. All other buffers shall comply with the Marion County Land Development Code.
8. All project-wide walls, fences, and buffers, including all vegetative plantings, shall be installed and maintained in perpetuity consistent with professionally accepted landscape practices, unless & until modified through the appropriate Land Development Code PUD Amendment Process.
9. Prior to any potential application to annex into the City of Ocala, the property owner must enter into a protection and maintenance agreement to the satisfaction of the Environmental Services Director concerning the on-site MCU well.
10. The final PUD Master Plan shall require approval by the Marion County Board of County Commissioners, including being duly noticed and advertised consistent with the Land Development Codes notice provisions at the applicant's expense.

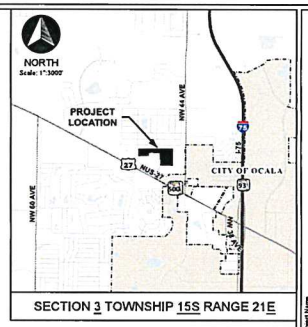
FOXWOOD COMMONS MPUD CONCEPTUAL PLAN





LEGEND

- PD BOUNDARY
- PARCEL LINES
- EXISTING STRUCTURE
- VEHICULAR ACCESS
- PROPOSED BUILDING ENVELOPE



PD SITE DATA

PARCEL ID:	21509-000-00
AREA W/ OUT WELL:	25.66 ACRES
EXISTING ZONING:	B-2 (COMMUNITY BUSINESS)
PROPOSED ZONING:	PUD
EXISTING FLU:	COM (COMMERCIAL)
PROPOSED FLU:	UR (URBAN RESIDENTIAL) PENDING APPLICATION
EXISTING USE:	VACANT
PROPOSED USE:	MULTI-FAMILY APARTMENTS
MIN. OPEN SPACE REQUIRED:	20%
PROPOSED OPEN SPACE:	20%
NUMBERS OF UNITS:	396
ALLOWABLE DENSITY:	18 DU/AC
PROPOSED DENSITY:	15 DU/AC

DEVELOPMENT STANDARDS

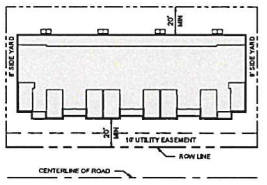
FRONT:	20' MIN
SIDE:	8' MIN
REAR:	20' MIN
MAX. BLDG. HEIGHT:	50' MAX
BUILDING SEPARATION:	10' MIN

SITE NOTES

1. HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED TO MAINTAIN ALL STORM WATER, OPEN SPACE, AND PRIVATE ROADS.
2. SIDEWALKS WILL BE PROVIDED PER CODE.

LEGAL DESCRIPTION

PROPOSED.



TYPICAL MULTI-FAMILY LOT DETAIL

N.T.S.

Project Name: FOXWOOD COMMONS APARTMENTS
MARION COUNTY, FLORIDA

Prepared For: UNITED AMERICAN REALITY CORPORATION

HALFF
1000 N. ASHLEY DRIVE, SUITE 900
TAMPA, FLORIDA USA 33602
Phone 813.620.4580 Fax 813.620.4590
www.HALFF.com
FL CA 33380 FL LC 26000645

Revision No.	Date	Description

Project No.:	43805.001
Issued:	JANUARY 2022
Drawn By:	JHM
Checked By:	AJ
Scale:	1" = 120'

Sheet Title: CONCEPT PLAN

Sheet Number: 1 OF 1

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - 13-6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE: (352) 405-1402 FAX: (888) 272-4333 www.JCHcg.com

FOXWOOD III

A PLANNED UNIT DEVELOPMENT
(A PRIVATE COMMERCIAL SUBDIVISION)

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

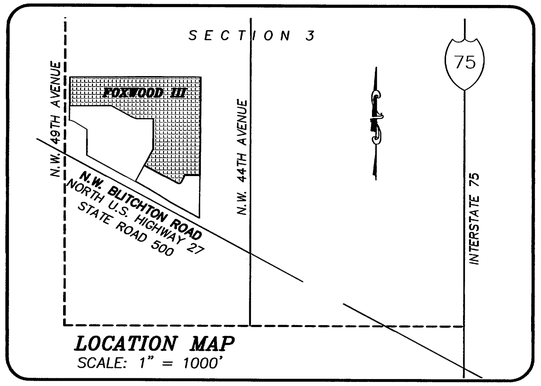
PLAT BOOK 14, PAGE 197
SHEET 1 OF 2

NOTES:

1. ADVISORY NOTICE ~ ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12083C504E, MARION COUNTY, FLORIDA DATED APRIL 19, 2017, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" – AN AREA OF MINIMAL FLOODING. THE FLOODING LIMITS HAVE BEEN IDENTIFIED HEREIN AS CURRENTLY ESTABLISHED AT THE TIME OF THE 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.
2. THE SITE'S FUTURE LAND USE DESIGNATION IS COMMERCIAL AND URBAN RESIDENTIAL; THE ZONING IS B–2 (COMMUNITY BUSINESS) AND PUD (PLANNED UNIT DEVELOPMENT), RESPECTIVELY.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF N.89°41'59"E. ALONG THE NORTH BOUNDARY LINE OF TRACT "G" OF THE SHOPS AT FOXWOOD PER PLAT BOOK 12, PAGES 3 THROUGH 6.
4. ALL OF THE LAND DESCRIBED ON THIS PLAT IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
5. NO LOT SHALL BE DIVIDED OR RESUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR UNTIL A REPLAT IS FILED WITH MARION COUNTY, FLORIDA, WHICH REPLAT COMPLIES WITH THE PROVISIONS OF THE LAND DEVELOPMENT CODE. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY, FLORIDA.
6. COUNTY OFFICIALS EMPLOYED BY THE COUNTY BUILDING AND ZONING DEPARTMENT, COUNTY ENVIRONMENTAL HEALTH DEPARTMENT AND THE COUNTY ENGINEERING DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS INCLUDED IN THIS PLAT FOR THE PURPOSES OF INSPECTING ANY AND ALL FACILITIES, STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS IN ORDER TO ASSURE THAT THE SAME ARE IN KEEPING WITH THE PUBLIC SAFETY, HEALTH AND GENERAL WELFARE.
7. ALL TRAFFIC SIGNS INCLUDING STREET NAME SIGNS ARE TO BE MAINTAINED BY THE ADMINISTRATOR AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
8. WHEREVER IN THIS PLAT REFERENCE IS MADE TO THE DEVELOPER'S "DESIGNATED SUCCESSORS AND ASSIGNS", SUCH REFERENCE SHALL MEAN AND REFER TO THOSE SUCCESSORS OR ASSIGNS OF THE DEVELOPER TO WHOM THE DEVELOPER HEREAFTER TRANSFERS IN WRITING A SPECIFIC RIGHT RESERVED TO THE DEVELOPER IN THIS PLAT, WHICH SAID WRITING MAKES SPECIFIC REFERENCE TO THE PLAT NOTE ON THIS PLAT THAT RESERVES TO THE DEVELOPER THE RIGHT BEING TRANSFERRED, AND WHICH SAID WRITING IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
9. THIS PLAT CONTAINS TWO (2) LOTS, TWO (2) TRACTS, AND 0 MILES OF ROAD.
10. ALL DISTANCES SHOWN HEREON ARE GROUND.
11. THIS PLAT IS 2 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR LEGAL DESCRIPTION, DEVELOPER ACKNOWLEDGEMENTS & DEDICATION SEE SHEET 1, FOR BOUNDARY DETAIL AND LOT DIMENSIONS SEE SHEET 2..
12. PROPERTY IS LOCATED WITHIN THE SECONDARY ZONE OF THE SPRINGS PROTECTION ZONE.
13. DRIVEWAY ACCESS TO ALL CORNER LOTS SHALL BE 50' OR 1/2 THE LOT WIDTH FROM PAVEMENT P.T., WHICHEVER IS LESS.
14. FIRE PROTECTION IN ACCORDANCE WITH THE MARION COUNTY LAND DEVELOPMENT CODE WILL BE PROVIDED VIA THE CENTRAL POTABLE WATER SYSTEM FOR THIS PROJECT.
15. IF ANY PROVISION OF THIS PLAT IS INVALID OR UNENFORCEABLE, ALL PROVISIONS OF THIS PLAT OTHER THAN SUCH INVALID OR UNENFORCEABLE PROVISION SHALL CONTINUE IN FULL FORCE AND EFFECT. IF THE APPLICATION OF ANY PROVISION OF THIS PLAT TO ANY PARTICULAR PERSON OR CIRCUMSTANCE IS INVALID OR UNENFORCEABLE, ALL VALID AND ENFORCEABLE PROVISIONS OF THIS PLAT SHALL APPLY FULLY TO ALL PERSONS AND CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH SUCH APPLICATION IS INVALID OR UNENFORCEABLE.
16. THIS PLAT DEPICTS A SURVEY PERFORMED FOR THE SPECIFIC PURPOSE OF RECORDING A SUBDIVISION PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.
17. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
18. UTILITY EASEMENTS ARE SHOWN BY DASHED LINES ON THE ATTACHED PLAT. ALL PUBLIC UTILITY COMPANIES AND GOVERNMENTAL AGENCIES ARE GRANTED THE RIGHT TO INSTALL AND MAINTAIN UTILITIES AND DRAINAGE FACILITIES IN THE EASEMENTS.
19. STATE PLANE COORDINATES BASED ON C.O.E.D. G.P.S. CONTROL POINTS 0009 AND 0010, NAD–83 (1990 ADJUSTMENT).
20. ALL LOTS SHALL USE SUBDIVISION'S INTERNAL ROADWAYS FOR VEHICLE/DRIVEWAY ACCESS. DIRECT VEHICLE/DRIVEWAY ACCESS THROUGH LOTS TO U.S. HIGHWAY 27 IS PROHIBITED.
21. 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.
22. 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 ASSESSMENTS AS MAY BE PERMITTED BY LAW TO FINANCE 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.
23. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
24. STORMWATER RUNOFF GENERATED FROM THE IMPROVEMENTS ASSOCIATED WITH THIS PLAT ARE DISCHARGED INTO LANDS AS IDENTIFIED ON THE IMPROVEMENT PLANS AS APPROVED BY MARION COUNTY FOR THE DEVELOPMENT OF THIS SUBDIVISION.
25. ADVISORY NOTICE: ACKNOWLEDGEMENT OF CONTIGUOUS SUSTAINABLE AGRICULTURAL LAND.
THE DEVELOPER, SUCCESSORS, AND ASSIGNS, 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."
26. SUBJECT PARCEL IS ENCUMBERED BY MORTGAGE FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY IN FAVOR OF THE PARK AVENUE BANK, RECORDED IN BOOK 4253, PAGE 568, ASSIGNED IN BOOK 4892, PAGE 1547, AMENDED AND RESTATED IN BOOK 4892, PAGE 1550, MODIFIED IN BOOK 5455, PAGE 681, MODIFIED IN BOOK 5488, PAGE 1226, MODIFIED IN BOOK 5872, PAGE 215 AND MORTGAGE/MODIFICATION RENEWAL AGREEMENT IN BOOK 6718, PAGE 1076.
27. IN ADDITION TO THE DEVELOPER'S RIGHTS AS SET FORTH IN OR BOOK 6411, PAGE 1447, THE DEVELOPER ALSO DEDICATES AND ALLOCATES THE AREA OUTSIDE OF TRACT B, BUT WITHIN THE DRAINAGE EASEMENT AREA REFERENCED IN OR BOOK 6411, PAGE 1447, TO AND FOR THE EXCLUSIVE USE OF LOT 2 TO PROVIDE ADDITIONAL DRAINAGE RETENTION AND SURFACE WATER MANAGEMENT FOR THE BENEFIT OF SAID LOT 2.

PREPARED BY: JCH CONSULTING GROUP, INC. 426 S.W. 15TH STREET, OCALA, FL, 34471

I HEREBY CERTIFY THAT THIS PLAT IS IN CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY MARION COUNTY.
JOHN R. ARCHER JR. P.S.M. 5531
5/16/22



LOCATION MAP
SCALE: 1" = 1000'

DESCRIPTION:

A PORTION OF TRACT G OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT "G"; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID TRACT G THE FOLLOWING FOUR (4) COURSES: (1) S.00°30'33"W., 697.58 FEET; (2) THENCE N.89°12'50"E., 3.12 FEET; (3) THENCE S.00°28'52"W., 661.59 FEET; (4) THENCE S.00°28'40"W., 7.94 FEET TO THE NORTHEASTERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT AS RECORDED IN PLAT BOOK 12, PAGES 161 THROUGH 163 INCLUSIVE OF PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE, ALONG THE NORTHERLY BOUNDARY LINE OF SAID SHOPS AT THE FOXWOOD REPLAT THE FOLLOWING SIX (6) COURSES: (1) THENCE N.89°31'20"W., 192.61 FEET; (2) THENCE N.61°52'28"W., 14.00 FEET; (3) THENCE S.28°07'32"W., 122.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF S.73°07'32"W., 46.67 FEET; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.84 FEET TO A POINT OF TANGENCY; (5) THENCE N.61°52'28"W., 522.63 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 37°08'09", AND A CHORD BEARING AND DISTANCE OF N.09°49'25"E., 15.92 FEET; (6) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 16.20 FEET TO THE END OF SAID CURVE AND THE NORTHERLY MOST CORNER OF SAID PLAT OF SHOPS AT FOXWOOD REPLAT; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, ALONG THE WESTERLY AND SOUTHERLY BOUNDARY LINE OF SAID TRACT "G" THE FOLLOWING SIX (6) COURSES: (1)N.28°23'29"E., 243.40 FEET; (2) THENCE N.00°18'01"W., 421.99 FEET; (3) THENCE S.89°41'59"W., 202.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 178.00 FEET, A CENTRAL ANGLE OF 28°41'40", AND A CHORD BEARING AND DISTANCE OF N.75°57'12"W., 88.22 FEET; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.14 FEET TO A POINT OF TANGENCY; (5) THENCE N.61°36'22"W., 338.70 FEET; (6) THENCE S.89°41'59"W., 575.70 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT "G"; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, ALONG THE EASTERLY RIGHT OF WAY LINE OF NW 49TH AVENUE (HAVING A 80' RIGHT OF WAY), N.00°35'51"E., 397.70 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT "G"; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, ALONG SAID NORTHERLY BOUNDARY LINE OF SAID TRACT "G" THE FOLLOWING THREE (3) COURSES: (1) N.89°41'59"E., 1,209.26 FEET; (2) THENCE N.89°43'30"E., 68.90 FEET; (3) THENCE S.89°53'54"E., 540.22 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 33.67 ACRES, MORE OR LESS.

LESS AND EXCEPT:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE ALONG THE NORTHERLY BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 3, S89°25'15"E, A DISTANCE OF 40.02 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 49TH AVENUE (BEING 80.00 FEET WIDE); THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG SAID EASTERLY RIGHT OF WAY LINE, N00°37'56"E, A DISTANCE OF 88.86 FEET TO THE N.W. CORNER OF "SHAMROCK ADVENTURE LX" AS PER PLAT THEREOF, RECORDED IN PLAT BOOK '9', PAGE 133 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N00°35'51"E, A DISTANCE OF 599.51 FEET TO THE S.W. CORNER OF "QUAIL MEADOW" AS RECORDED IN PLAT BOOK 'Y', PAGES 89 THROUGH 91 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE SOUTHERLY BOUNDARY OF SAID "QUAIL MEADOW", N89°41'59"E, A DISTANCE OF 1209.26 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, S00°01'12"E, A DISTANCE OF 176.51 FEET; THENCE S89°40'57"E, A DISTANCE OF 196.46 FEET TO THE N.W. CORNER OF LANDS DESCRIBED AS "WELL SITE PROPERTY" IN OFFICIAL RECORDS BOOK 3854, PAGE 1610 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA , SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LANDS, S89°07'12"E, A DISTANCE OF 60.67 FEET TO THE N.E. CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LANDS, S00°57'19"E, A DISTANCE OF 36.95 FEET TO THE S.E. CORNER OF SAID LANDS; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, N88°58'38"W, A DISTANCE OF 60.41 FEET TO THE S.W. CORNER OF SAID LANDS; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID LANDS, N00°33'41"W, A DISTANCE OF 36.80 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.05 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 05/16/22
CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
426 SW 15TH STREET, OCALA, FLORIDA 34471

DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT MARK A. JANK, MANAGER OF SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED TO BE MADE THE PLAT OF "FOXWOOD III", THE SAME BEING A SUBDIVISION OF LAND HEREON DESCRIBED; TRACTS "A" & "B" AND THE INGRESS, EGRESS, DRAINAGE AND UTILITY EASEMENTS DEPICTED HEREON, TOGETHER WITH ALL IMPROVEMENTS THEREON SHALL BE PRIVATE PROPERTY AND ARE HEREBY DEDICATED TO AND MAINTAINED BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST. 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 PRIVATE STREETS. 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. MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON STORMWATER AND DRAINAGE FACILITIES WITHIN THE SUBDIVISION 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 SUBDIVISION SHALL BE SUBJECT TO A PERPETUAL RIGHT OF WAY EASEMENT HEREIN GRANTED FOR INGRESS AND EGRESS BY SANITATION, POSTAL, FIRE, LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICES, MARION COUNTY, AND CITY OF OCALA UTILITY PERSONNEL, PROVIDING SERVICE TO THE SUBDIVISION; AND THAT THE UTILITY EASEMENTS NOTED OR DEPICTED HEREON ARE RESERVED EXCLUSIVELY FOR SUCH USES BY THE UTILITIES (MUNICIPAL, GOVERNMENTAL, AND PRIVATE), TO WHOM RIGHTS IN SUCH EASEMENTS SHALL BE GRANTED FROM TIME TO TIME BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST, AND THAT NO OTHER OBLIGATION IS IMPOSED UPON MARION COUNTY OR ANY OTHER PUBLIC BODY FOR IMPROVEMENT OR MAINTENANCE OF THE STORMWATER DRAINAGE FACILITIES OR EASEMENTS.

WITNESSES:
Marionne Andrews
WITNESS SIGNATURE
PRINT NAME: Marionne Andrews
Micah Mimbs
WITNESS SIGNATURE
PRINT NAME: Micah Mimbs

DEVELOPER AND OWNER:
SECOND NINE PARTNERS, LLC.
By: _____
MARK A. JANK, MANAGING MEMBER
DEVELOPER'S ADDRESS:
2700 TRILLIUM RIDGE #4218
THE VILLAGES, FL 32163

NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MARION

THE FOREGOING DEVELOPER'S ACKNOWLEDGEMENT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF (PHYSICAL PRESENCE) OR ONLINE NOTARIZATION, THIS 13TH DAY OF MAY, 2022 BY MARK A. JANK, AS MANAGING MEMBER OF SECOND NINE PARTNERS, LLC., A FLORIDA LIMITED LIABILITY COMPANY ON BEHALF OF THE COMPANY. HE IS PERSONALLY KNOWN TO ME.

_____ NOTARY PUBLIC
GERARD DAVIS PRINT NAME:
GERARD DAVIS
Commission # HH 015274
Expires June 28, 2024
Bonded thru Budget Notary Services

APPROVAL BY COUNTY OFFICIALS-DEVELOPMENT REVIEW COMMITTEE:

BY: _____ COUNTY ENGINEERING
BY: _____ COUNTY FIRE SERVICES
BY: _____ COUNTY GROWTH SERVICES
BY: _____ COUNTY SURVEYOR
BY: _____ COUNTY UTILITIES
BY: _____ COUNTY BUILDING SAFETY

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS:

THIS IS TO CERTIFY THAT ON THE 18TH DAY OF May 2022 THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

BY _____
CARL ZALAK III, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS,
MARION COUNTY, FLORIDA.

ATTEST: _____ 5/18/22 @ 4:30pm
GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT

BCC SEAL:
CLERK SEAL:

CLERK OF CIRCUIT COURT

I, CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA, DO HEREBY ACCEPT THIS PLAT OF "FOXWOOD III" FOR RECORDING. THIS PLAT FILED FOR RECORD THIS 18TH DAY OF May, 2022 AT 4:30 AM/PM AND RECORDED ON PAGE 197 OF PLAT BOOK 14 IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA.

BY: _____
GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT

CLERK SEAL:

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1402 FAX (888) 272-8335 www.JCHcg.com

FOXWOOD III

A PLANNED UNIT DEVELOPMENT (A PRIVATE COMMERCIAL SUBDIVISION)

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

PLAT BOOK 14, PAGE 198
SHEET 2 OF 2

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

NORTH

N.1777580.16
E.591863.05
NW CORNER OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
FOUND 8" OCTAGONAL MONUMENT (MARION COUNTY)

NORTH BOUNDARY LINE OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

NW 30TH PLACE

"QUAIL MEADOW"
PLAT BOOK Y, PAGES 89-91

LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 6 | LOT 7 | LOT 8 | LOT 9 | LOT 10

NORTHWESTERLY CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775402.38
E.591880.59

BLOCK "S"

SOUTH BOUNDARY LINE OF QUAIL MEADOW

N89°41'59"E 1209.26'

NW 47TH AVENUE

BLOCK "X"

LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 6 | LOT 7 | LOT 8 | LOT 9 | LOT 10 | LOT 11 | LOT 12 | LOT 13

N89°43'30"E 68.90'
N.1775408.72
E.593089.84

FOUND 4"X4" CONCRETE MONUMENT (LS 1918)
N.1775409.05
E.593158.73

S89°53'54"E 540.22'

ZONING: SINGLE FAMILY DWELLING (R-1)
LAND USE: MEDIUM RESIDENTIAL DENSITY (MR)

POINT OF BEGINNING
NORTHEAST CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775408.09
E.593698.95
FOUND 5/8" IRON ROD & CAP (LS 1918)

EASTERLY-RIGHT OF WAY LINE OF NW 49TH AVENUE

NW 49TH AVENUE (80' RIGHT OF WAY)

N00°35'51"E 397.70'

40' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 3854, PG 1618

20' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 1399, PG 129

S00°01'12"E 176.51'

SEE DETAIL "A"

N.1775228.24
E.593345.24

20' WATERLINE & FACILITIES EASEMENT PER O.R. BOOK 3854, PG 1610

POINT OF BEGINNING
EXCEPTION
N.1775229.17
E.593284.57

S89°40'57"E 196.46'

EXCEPTION
2,222 S.F. - 0.05 AC.
PARCEL ID: 21509-001-00
OWNER: MARION COUNTY
ADDRESS: 2951 N.W. 47TH AVENUE
OCALA, FL 34471

L1 | L2 | L3 | L4

N.1775192.36
E.593284.21

N.1775191.29
E.593344.62

20' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 3854, PG 1618

20.0' INGRESS, EGRESS & UTILITY EASEMENT PER O.R. BOOK 2719, PG 99, CORRECTED IN O.R. BOOK 3854, PG 1601, AND IN O.R. BOOK 3854, PG 1610

100' PRIMARY WELL HEAD PROTECTION AREA

500' SECONDARY WELL HEAD PROTECTION AREA

N90°00'00"E 554.29'

N00°00'00"E 161.27'

DRAINAGE RETENTION AREA

TRACT A
158,539 S.F.
3.64 AC.

N00°18'01"W 342.85'

WEST BOUNDARY LINE OF THE NW 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

N00°35'38"E 2865.86'

568.84'
S89°41'59"W 575.70'

N.1775007.72
E.592452.14

6.86'

SOUTHWESTERLY CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775004.70
E.591876.45

N00°33'51"E 201.81'

SOUTHERLY BOUNDARY OF TRACT G "SHOPS AT FOXWOOD" (PLAT BOOK 12, PAGES 3-6)

N61°36'22"W 338.70'

N.1774846.66
E.592750.09

165.70'
S89°41'59"W 202.78'

N.1774825.25
E.592835.67

L=89.14'
R=178.00'
Δ=28°41'40"
CB=N75°57'12"W
CH=88.22'

N.1774826.31
E.593038.45

TRACT A

1000' TERTIARY WELL HEAD PROTECTION AREA

NORTHERLY BOUNDARY OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

N89°12'50"E 3.12'
N.1774710.58
E.593695.88

N.1774710.54
E.593692.75

N.1774714.46
E.591833.34
FOUND NAIL & DISC (LS 1918)
NW CORNER OF S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
FOUND 1/4" NAIL & DISC (LS 1918)

N00°37'56"E 88.86'

FOUND 4"X4" CONCRETE MONUMENT (LS 1918)
N89°25'15"W 40.02'

SHOPS AT FOXWOOD
(PLAT BOOK 12, PAGES 3-6)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

TRACT B

PUBLIC INGRESS-EGRESS AND UTILITY EASEMENT PER SHOPS AT FOXWOOD (PLAT BOOK 12, PAGES 3-6)

N.W. 46TH TERRACE
N00°18'01"W 421.89'
303.83'

N90°00'00"E 654.25'

N.1774404.32
E.593040.67

70.37'

O.R. DRAINAGE EASEMENT BOOK 6411, PAGE 1447

N71°00'51"W 255.77'

47.79'

LOT 2
265,891 S.F.
6.10 AC.

TRACT F

NORTHERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)
N.1774190.20
E.592924.93

N16°58'01"W 25.77'

DRAINAGE RETENTION AREA
TRACT B
80,612 S.F.
1.85 AC.

N.W. 45TH TERRACE
N28°23'29"E 243.40'

322.98'

N28°23'29"E

TRACT E

TRACT C

TRACT D

L=16.20'
R=25.00'
Δ=37°08'09"
CB=N9°49'25"E
CH=15.92'

242.85'

N.1774174.51
E.592922.22

N61°52'28"W 522.63'

279.98'

N.1774049.28
E.593485.30

N89°31'20"W 192.61'

N.1774042.68
E.593497.65

N61°52'28"W 14.00'

S28°07'32"W 122.00'

N.1773928.14
E.593383.13

N.1773941.69
E.593427.79

L=51.84'
R=33.00'
Δ=90°00'00"
CB=S73°07'32"W
CH=46.67'

LOT A

NORTHERLY BOUNDARY LINE OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)

LOT B

SHOPS AT FOXWOOD REPLAT
(PLAT BOOK 12, PAGES 161-163)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

LOT F

TRACT B

(RIGHT OF WAY VARIES)
N.W. BLITCHTON ROAD
U.S. HIGHWAY NO. 27

LOT D

S00°30'33"W 697.58'

NOT PLATTED
PARCEL ID: 21522-001-00
"SUSTAINABLE AGRICULTURAL LAND"

EASTERLY BOUNDARY OF TRACT G "SHOPS AT FOXWOOD" (PLAT BOOK 12, PAGES 3-6)

LOT 1
959,464 S.F.
22.03 AC.

ZONING: GENERAL AGRICULTURE (A-1)
LAND USE: COMMERCIAL (COM)

188.11'

S00°28'52"W 661.59'

471.48'

NOT PLATTED
PARCEL ID: 21525-000-00

N.1774049.01
E.593690.32

S00°28'40"W 7.94'
NORTHEASTERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)
N.1774041.08
E.593690.26

PARCEL ID: 21517-000-00
LOT 2
"MARKETPLACE OF OCALA"
(PLAT BOOK 7, PAGE 81)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS & EGRESS OVER AND ACROSS PARKING, DRIVEWAYS AND SIDEWALKS PER O.R. BOOK 2144, PAGE 704 AND MODIFIED IN O.R. BOOK 2681, PG 1554

LEGEND UNLESS OTHERWISE NOTED

-\/-	= NOT TO SCALE
R	= RADIUS
L	= ARC LENGTH
Δ	= DELTA (CENTRAL ANGLE)
CH	= CHORD DISTANCE
CB	= CHORD BEARING
NO.	= NUMBER
N. E.	= NORTHING / EASTING (STATE PLANE COORDINATES)
℄	= CENTERLINE OF RIGHT OF WAY
O.R.	= OFFICIAL RECORDS OF MARION COUNTY
R/W	= RIGHT OF WAY LINE
LB	= LICENSE BUSINESS
LS	= LAND SURVEYOR
PLS	= PROFESSIONAL LAND SURVEYOR
PG.	= PAGE
P.B.	= PLAT BOOK
P.T.	= POINT OF TANGENCY
A.E.	= ACCESS EASEMENT
D.E.	= DRAINAGE EASEMENT
U.E.	= UTILITY EASEMENT
AC.	= ACRES
(NR)	= NOT RADIAL
(X,XXX)	= SQUARE FOOTAGE AREA
⊡	= PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
■	= PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4" X 4" CONCRETE MONUMENT (LB 8071)
◎	= PERMANENT CONTROL POINT (P.C.P) SET NAIL & DISC P.C.P. (LB 8071)
◉	= PERMANENT CONTROL POINT (P.C.P. FOUND 5/8" NAIL & DISC (LB 5091)

DETAIL "A"
SCALE 1"=50'

NORTHERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
POINT OF BEGINNING
EXCEPTION
N.W. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
N.E. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
EASTERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S89°40'57"E 196.46'
L1 | L2 | L3 | L4
EXCEPTION
2,233 S.F.
0.05 AC.
20'
WESTERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S.W. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S.E. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
EXCEPTION
LANDS DESCRIBED AS "WELL SITE PROPERTY" IN O.R. BOOK 3854, PAGE 1610

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°07'12"E	60.67
L2	S00°57'19"E	36.95
L3	N88°58'38"W	60.41
L4	N00°33'41"W	36.80

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 05/06/22
CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
426 SW 15TH STREET, OCALA, FLORIDA 34471

SETBACKS:

MINIMUM FRONT SETBACK:	40 FEET (65 FEET WITH GAS PUMP)
MINIMUM REAR SETBACK:	25 FEET
MINIMUM SIDE SETBACK:	10 FEET (65 FEET WITH GAS PUMP)
ACCESSORY STRUCTURES:	8 FEET EXCEPT FOR GAS PUMPS OR ISLAND REQUIRE 25 FEET SETBACK, GAS PUMP CANOPIES MY PROTRUDE 10 FEET INTO A REQUIRED SETBACK

NOTE:
THIS PLAT IS 2 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR LEGAL DESCRIPTION, DEDICATION, NOTES AND ACKNOWLEDGEMENTS SEE SHEET 1, FOR BOUNDARY AND LOT DIMENSIONS SEE SHEET 2.

PREPARED BY: JCH CONSULTING GROUP, INC. 426 S.W. 15TH STREET, OCALA, FL. 34471

File #: 2024-1632 Agenda Item #: b.

Second Nine Partners, LLC / LUC24-45694

Petitioner: Second Nine Partners, LLC
Agent: Tillman & Associates Engineering, LLC
Planner: Kristina Wright 352-629-8324
kwright@ocalafl.gov

A request to change the Future Land Use designation from Commercial (County) to Low Intensity (City), for property located approximately 600-feet north of the intersection at US Highway 27 and NW 49th Avenue, Lot 1 and Drainage Retention Area Tract A of the Foxwood III Replat (P.B. 14 Pg. 197), (Parcel 21509-001-01 and 21509+001-01), approximately 25.67 acres.

Recommended Action: Approval.

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, August 6, 2024,** City Council meeting and second and final hearing at the **Tuesday, August 20, 2024,** City Council meeting.

Submitted By: Kristina L. Wright, CNU-A, FRA-RA

Presentation By: Kristina L. Wright, CNU-A, FRA-RA

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Introduce Ordinance 2024-XX to change the Future Land Use designation on approximately 25.67 acres for properties located approximately 600-feet north of the intersection at US Highway 27 and NW 49th Avenue, Lot 1 and Drainage Retention Area Tract A of the Foxwood III Replat (P.B. 14, Pg. 197) (Parcel 21509-001-01 and 21509+001-01) from Commercial (County) to Low Intensity (City) (Case LUC24-45694) (Quasi-Judicial).

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner: Second Nine Partners LLC
- Property Owner: Second Nine Partners LLC
- Agent: Guy Lemieux, Second Nine Partners LLC

The subject properties are currently vacant and undeveloped; located in unincorporated Marion County; and are zoned PUD, Planned Unit Development (County), with an underlying Commercial Future Land Use classification (County). On April 5, 2022, the Marion County Board of County Commissioners approved a conceptual PUD plan for the development of 396 multi-family dwelling units.

The petitioner is requesting to change the land use classification from Commercial (County) to Low Intensity (City), in association with a concurrent annexation (ANX24-45693), to connect to existing utilities and facilitate future multi-family residential development consistent with the conceptual PUD plan approved by Marion County. Pursuant to Code of Ordinances Section 122-246, all annexed territory shall be subject to the land use change process in order to bring the land use into compliance with the City's comprehensive plan. The requested Low Intensity Future Land Use classification carries an underlying density of 3 to 18 dwelling units per acre, and a maximum intensity of 0.75 FAR.

Adequate public facilities exist to service the subject properties. The petitioner has submitted concurrent applications for an Annexation (Case: ANX24-45693) and Rezoning to R-3, Multifamily Residential (Case: ZON24-45695).

FINDINGS AND CONCLUSIONS: The proposed land use change for the subject properties is compatible with the surrounding properties and with the subsequent zoning change request to R-3

as well. The proposed land use change will not adversely affect the community's health, safety, convenience, prosperity, or general welfare. Staff recommends approval.

FISCAL IMPACT: N/A

ALTERNATIVES:
- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS:
- Staff Report
- Case Map
- Aerial Map
- Conceptual Plan
- Foxwood Commons PUD Approval Letter
- Foxwood III Plat
- Foxwood Covenants & Restrictions

ORDINANCE 2024-XX

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP SERIES OF THE CITY OF OCALA, FLORIDA, COMPREHENSIVE PLAN AS REQUIRED IN SECTION 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE LAND USE CHANGE (CASE NO. LUC24-45694) INVOLVED AND TO AMEND THE FUTURE LAND USE MAP SERIES FROM COM, COMMERCIAL (COUNTY) TO LI, Low INTENSITY FOR PROPERTY LOCATED APPROXIMATELY 600-FEET NORTH OF THE INTERSECTION AT US HIGHWAY 27 AND NW 49TH AVENUE, LOT 1 AND DRAINAGE RETENTION AREA TRACT A OF THE FOXWOOD III REPLAT (PB 14, PG 197), (PARCELS 21509-001-01 AND 21509+001-01); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Ocala, Florida, to prepare and adopt a comprehensive plan in accord with the requirements of the said act; and

WHEREAS, the City of Ocala has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City of Ocala on October 22, 1991, adopted this plan including a Future Land Use Element consisting of a land use map series; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 provides for the amendment of an adopted plan or element or portion thereof; and

WHEREAS, on October 19, 2010, City Council adopted the Ocala 2035 Vision; and

WHEREAS, one of the strategies of the Ocala 2035 Vision was to initiate Comprehensive Plan Amendments (adopted on January 22, 2013) to be consistent with the Ocala 2035 Vision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The City of Ocala Comprehensive Plan, Future Land Use Element and Map Series is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes and pursuant to Section 106-38 of the Code of Ordinances, City of Ocala, Florida. The following described lands are hereby reclassified according to the City of Ocala Comprehensive Plan, Future Land Use Element as LI, Low Intensity

and the attached land use map, dated August 20, 2024 is incorporated by reference into this ordinance:

SECTION 03, TOWNSHIP 15, RANGE 21, PLAT BOOK 014 PAGE 197, FOXWOOD III, LOT 1

AND

SECTION 03, TOWNSHIP 15, RANGE 21, PLAT BOOK 014 PAGE 197, FOXWOOD III, TRACT A- WRA

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the Future Land Use Map of the City of Ocala is hereby amended to reflect the change in land use from COM, COMMERCIAL (County) to LI, Low Intensity as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

Section 8. The effective date of this small-scale development amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of the amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

Staff Report

Case No. LUC24-45694
Planning & Zoning Commission: July 8, 2024
City Council (1st Reading): August 6, 2024
City Council (Adoption): August 20,2024

Petitioner: Second Nine Partners LLC

Property Owner: Second Nine Partners LLC

Agent: Guy Lemieux, Second Nine Partners LLC

Project Planner: Kristina L. Wright, CNU-A, FRA-RA

Applicant Request:
from: Commercial (County)
to: Low Intensity

Change the land use from Commercial (County) to Low Intensity (City) to facilitate the future development of multi-family residential housing.

Existing Zoning: PUD, Planned Urban Development (County)

Proposed Zoning: R-3, Multi-Family Residential District (City) (ZON24-45695)

Parcel Information

Acres: ± 25.67 acres

Parcel(s)#: 21509-001-01 and 21509+001-01

Location: Approximately 600-feet north of the intersection at US Highway 27 and NW 49th Avenue, Lot 1 and Drainage Retention Area Tract A of the Foxwood III Replat (P.B. 14, Pg. 197)

Existing use: Vacant/Undeveloped

Overlay(s): N/A

Adjacent Property Information

Direction	Future Land Use	Zoning District	Current Use
North	Medium Residential (County)	R-1, Single-Family Residential (County)	Single-Family Residential Subdivision (Quail Meadow)
East	Commercial (County)	A-1, General Agriculture (County)	Undeveloped agriculturally-zoned land
South	Low Intensity (City)	SC, Shopping Center (City) B-2, Community Business (City)	Shopping Center (Shops at Foxwood) Hotel (Staybridge Suites, under construction)
West	Commercial (County)	Community Business: B-2	Shopping Center (Quail Meadow Commons)

Background

The subject property, identified by Parcel Identification Numbers 21509-001-01 and 21509+001-01, contains an approximate 25.67 acres, and is generally located behind the Shops at Foxwood shopping center, east of NW 49th Avenue, and to the south of and adjacent to the Quail Meadow Subdivision.

These properties are part of an overall master planned development, platted within the Foxwood III Plat and further articulated through the subsequent PUD. Parcel 21509+001-01 serves as a drainage retention area for the surrounding development.

More specifically, the subject property was platted as part of the Foxwood III (Plat Book 14, Page 197); the plat subtitle indicates that this was platted as part of a private commercial subdivision described as a replat of a portion of Tract 'G' of Shops at Foxwood (Plat Book 12, Page 3). The plat depicts a 40-foot-wide ingress/egress access easement, and a 20-foot-wide ingress/egress access easement in the middle of the northern boundary that appears near the NW 47th Avenue access to Quail Meadow. All other parcels described in the plats of Shops at Foxwood (Plat Book 12, Page 3), Shops at Foxwood Replat (Plat Book 12, Page 161) and Foxwood III (Plat Book 14, Page 197) have been annexed and assigned a Low Intensity Future Land Use classification, with the exception of a drainage retention area which is being presented for consideration under a separate application (ANX24-45696).

The subject property is contiguous to the City limits yet contains the Marion County well parcel (21509-001-00) noted as an exception from the legal description of the subject properties; the well site is not subject to the annexation request. The subject property also has a 20-foot-wide utility easement as indicated in the Foxwood III Plat (PB 14, PG 198) surrounding said well site, which is to be retained.

On April 5, 2022, the Marion County Board of County Commissioners approved a rezoning on the subject properties to PUD, Planned Unit Development, along with a conceptual plan for 396 multi-family units. However, the conceptual plan shared by the applicant's agent, Tillman Engineering, is informational at this stage since it is not required at this time. It is a concept plan reflecting the County's approval of the PUD, which has been included to provide additional information about the historical approvals for the site.

Applicant Request

The petitioner has submitted concurrent applications to annex the subject properties (ANX24-45693); change the land use classification from Commercial (County) to Low Intensity (City); and to rezone from PUD, Planned Unit Development (County) to R-3, Multi-Family Residential District (City) (ZON24-45695) in order to connect to City utilities and facilitate development of a 396-unit multi-family residential development.

Existing and Proposed Development Standards

	Future Land Use Category	Permitted Land Uses	Allowable Density	Allowable FAR
Existing	Commercial (County)	Office, Commercial, Public, Recreation, Residential, Campgrounds, Recreational Vehicle Park (RVP)	0-8 du/ac	0 - 1.0
Proposed	Low Intensity (City)	Office, commercial, public, recreation, institutional, educational facilities, and residential.	3 to 18 du/ac	Up to 0.75

Staff Analysis

The requested Low Intensity land use is consistent and compatible with the surrounding area. The proposed R-3, Multi-Family Residential, zoning district is consistent with the requested Low Intensity future land use classification, pursuant to Section 122-244 of the Ocala Code of Ordinances. Adequate public facilities exist to service the proposed development; however, the applicant will need to pay school concurrency to address the school impacts from the project.

The petitioner is requesting to change the land use classification from Commercial (County) to Low Intensity (City), in association with a concurrent annexation (ANX24-45693), to connect to existing utilities and facilitate future multi-family residential development. Pursuant to Code of Ordinances Section 122-246, all annexed territory shall be subject to the land use change process to bring the land use into compliance with the City's comprehensive plan. The adjacent, annexed properties to the south have been designated as Low Intensity Future Land Use classification.

The intent of the Low Intensity land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation; while mixed use development is typically encouraged in this land use classification, single-use developments are allowable. The subject properties are part of an overall platted development, which has primarily been developed with commercial uses. The plat restrictions of Foxwood III (Plat Book 14, Page 197) do not allow for further subdivision of the tract unless re-platted; which lends to multi-family residential as the primary avenue for introducing a mixture of uses to the surrounding area. The requested Low Intensity Future Land Use classification carries an underlying density of 3 to 18 dwelling units per acre, and a maximum intensity of 0.75 FAR. The petitioner is proposing 396 multi-family units, which equates to 15.4 dwelling units per acre, consistent with the density of the requested Low Intensity Future Land Use classification.

Factual Support

1. The requested land use change is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

    a. Future Land Use Element Policy 6.3: Low Intensity The intent of the Low Intensity land use

classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special District districts. Low Intensity may contain a single use. Mixed use development is encouraged. Permitted uses include office, commercial, public, recreation, institutional, educational facilities and residential. Light industrial shall only be allowable in designated locations as specified in the Land Development Code and must meet the intent of the Low Intensity category, including form and design guidelines as applicable. It is also the intent of this category to promote a walkable suburban form.

b. Future Land Use Element Policy 7.2: City guidelines shall be context-sensitive to providing appropriate transitions between adjacent land uses with particular emphasis on building compatibility between neighborhoods and non-residential uses.

2. Consistent with the following principles of the Ocala 2035 Vision (2010):
   a. Vision 2035 Principle: Ocala has diverse mixed-use centers offering convenient shopping and services easily accessible by neighborhood residents wishing to either walk, bicycle, or drive.
3. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Level of Service Impact Analysis

Transportation:
The subject property has approximately 390-feet of frontage along NW 49th Avenue. The congestion management data from the Ocala-Marion TPO for the affected roadway is provided below. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review.

Road/Street Name	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
US Hwy 27 (From NW 44th Ave to NW 49th Ave)	4	45 MPH	Arterial	D	55,700	21,700	B
US Hwy 27 (From NW 49th Ave to NW 60th Ave)	4	55 MPH	Arterial	D	55,700	18,100	B

Electric: The subject properties are within the Ocala Electric Utility service territory.

Internet: Service is available. A City fiber optic cable runs along NW 49th Avenue in front of the subject property.

Potable Water: Service is available. A City water main runs along NW 49th Avenue in front of the subject property. Connections will be determined during the site plan or subdivision review and approval process.

Sanitary Sewer: Service is available. A City gravity main runs along NW 49th Avenue in front of the subject property. Connections will be determined during the site plan or subdivision review and approval process.

Stormwater: The subject property is not located within a FEMA Flood Zone. For any future development, runoff must be directed into the off-site drainage system as part of the "Foxwood Commons" subdivision.

Solid Waste: Service is available.

Fire Service: Service is available. Ocala Fire Rescue Station #1 is located approximately 3.5 miles from the subject property, at 3001 NE 21st Street. The City of Ocala is planning a new fire station which is approximately 2,500-feet from the subject property to the south.

Schools: The subject property is serviced by College Park Elementary (operating at 108.80% capacity), Howard Middle (operating at 65.21% capacity) and West Port High School (operating at 116.83%). The proposed development of the property may generate up to 55 additional Elementary School-aged students, up to 22 additional Middle School-aged students, and up to 26 additional High School-aged students. Both the elementary school and the high school are over capacity and will require paying school concurrency fees after July 2024, which will take place during the building permit stage prior to the issuance of a Certificate of Occupancy.

	Project Dwelling Units (MFR)		
School Level	**MFR Student Generation Rate**	**462 (maximum 18 d.u. / ac permitted by LI FLU)**	**396 (proposed 15.4 d.u. / ac)**
E	0.139	64	55
M	0.056	25	22
H	0.067	30	26

Staff Recommendation: ***Approval***

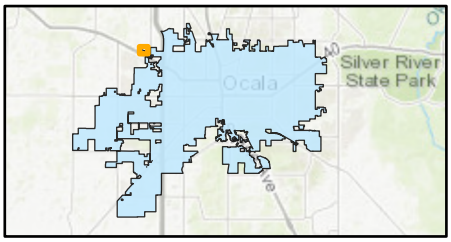
LAND USE CASE MAP

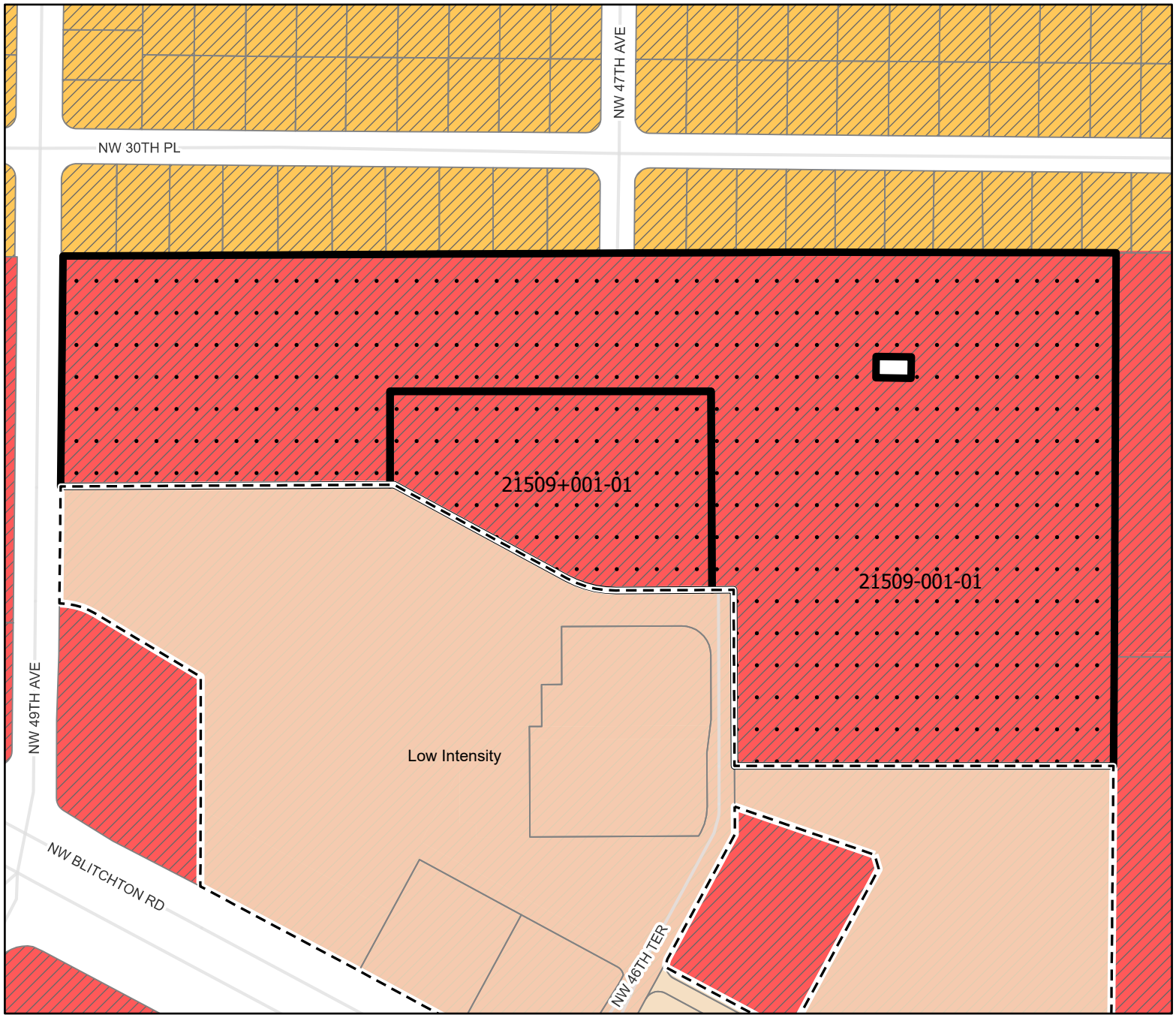
P & Z Meeting: July 8, 2024

Case Number: LUC24-45694

Parcel Number: 21509-001-01, 21509+001-01
Property Size: Approximately 25.67 acres
Land Use Designation: Commercial (County)
Zoning: PUD, Planned Unit Development (County)
Proposal: A request to change the Future Land Use designation from Commercial (County) to Low Intensity (City)

Location Map





Subject Property
City Limits
Parcels
Low Intensity
Commercial (County)
M

0 750 Feet

N

OCALA

Prepared by the City of O
Growth Management Departn
by kwirthlin on 6/17/2024

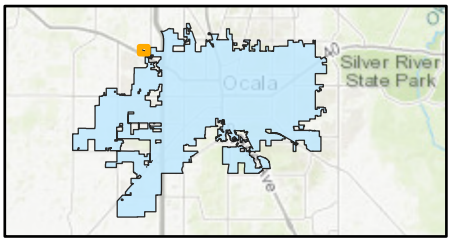
AERIAL MAP

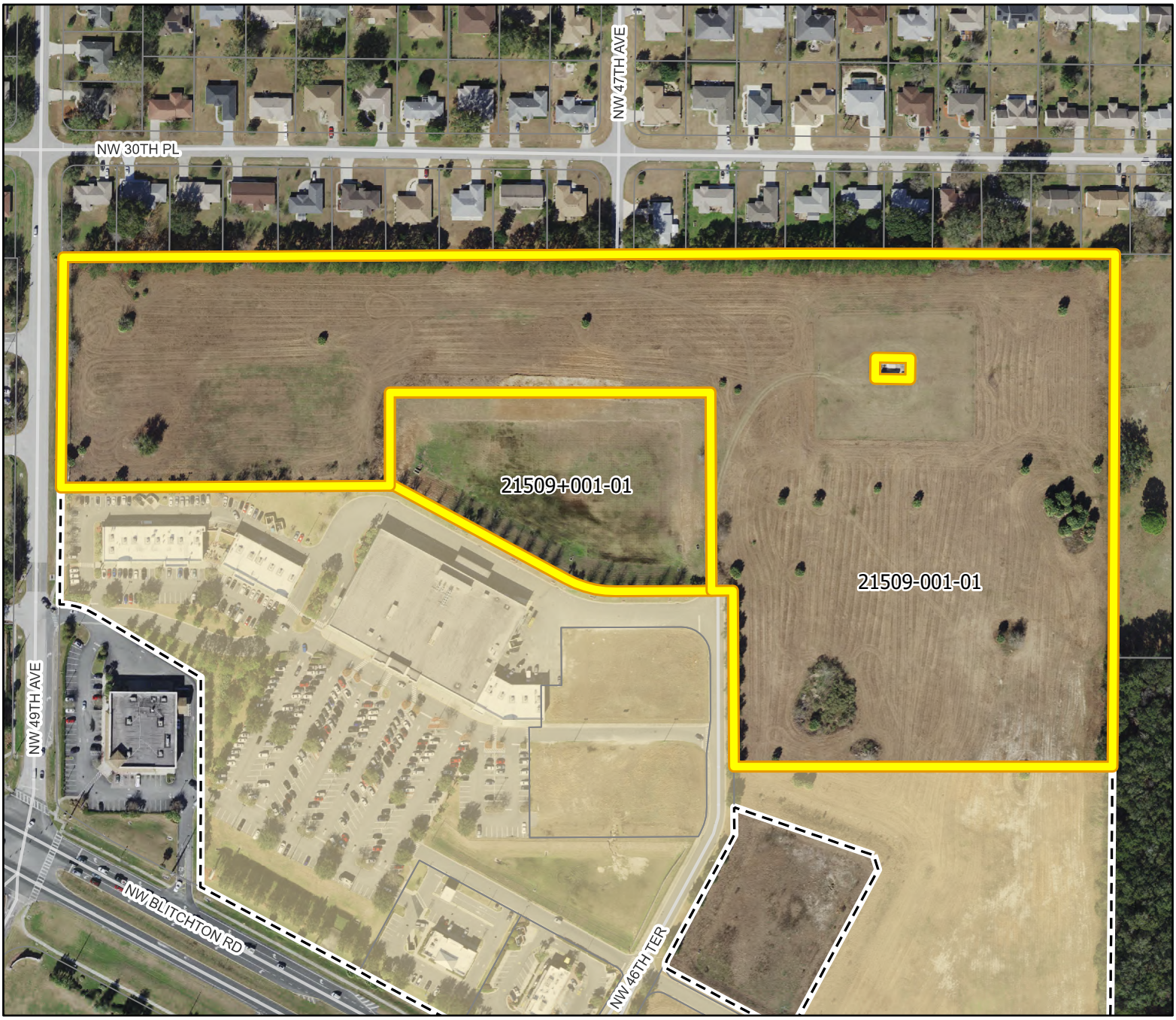
P & Z Meeting: July 8, 2024

Case Number: LUC24-45694

Parcel Number: 21509-001-01, 21509+001-01
Property Size: Approximately 25.0 acres
Land Use Designation: Commercial (County)
Zoning: PUD, Planned Unit Development (County)
Proposal: A request to change the future land use designation from Commercial (County) to Low Intensity

Location Map





Subject Property

City Limits

Parcels

0 500 Feet

N

OCALA

Prepared by the City of O
Growth Management Departn
by kwirthlin on 7/1/2024

Marion County
Board of County Commissioners

Growth Services

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

April 21, 2022

Mark Jank
Second Nine Partners, LLC.
2700 Trillium Ridge #4218
The Villages, FL 32163

RE: PUD Rezoning Case Application No. 220312Z
Application Request No. 27849

To Whom It May Concern:
We are sending this letter to inform you that your request for zoning change from B-4 (Regional Business) to PUD (Planned Unit Development) regarding the Foxwood Commons PUD Development project on a 25.66 acre portion of parcel 21509-000-00 was approved by the Board of County Commissioners on April 5, 2022.

Development conditions and Concept Plan are enclosed.

When contacting the Growth Services Department's Planning and Zoning Division about this action, please refer to file no. 220312Z.

Sincerely,

Tracy Straub, PE
Assistant County Administrator

ss

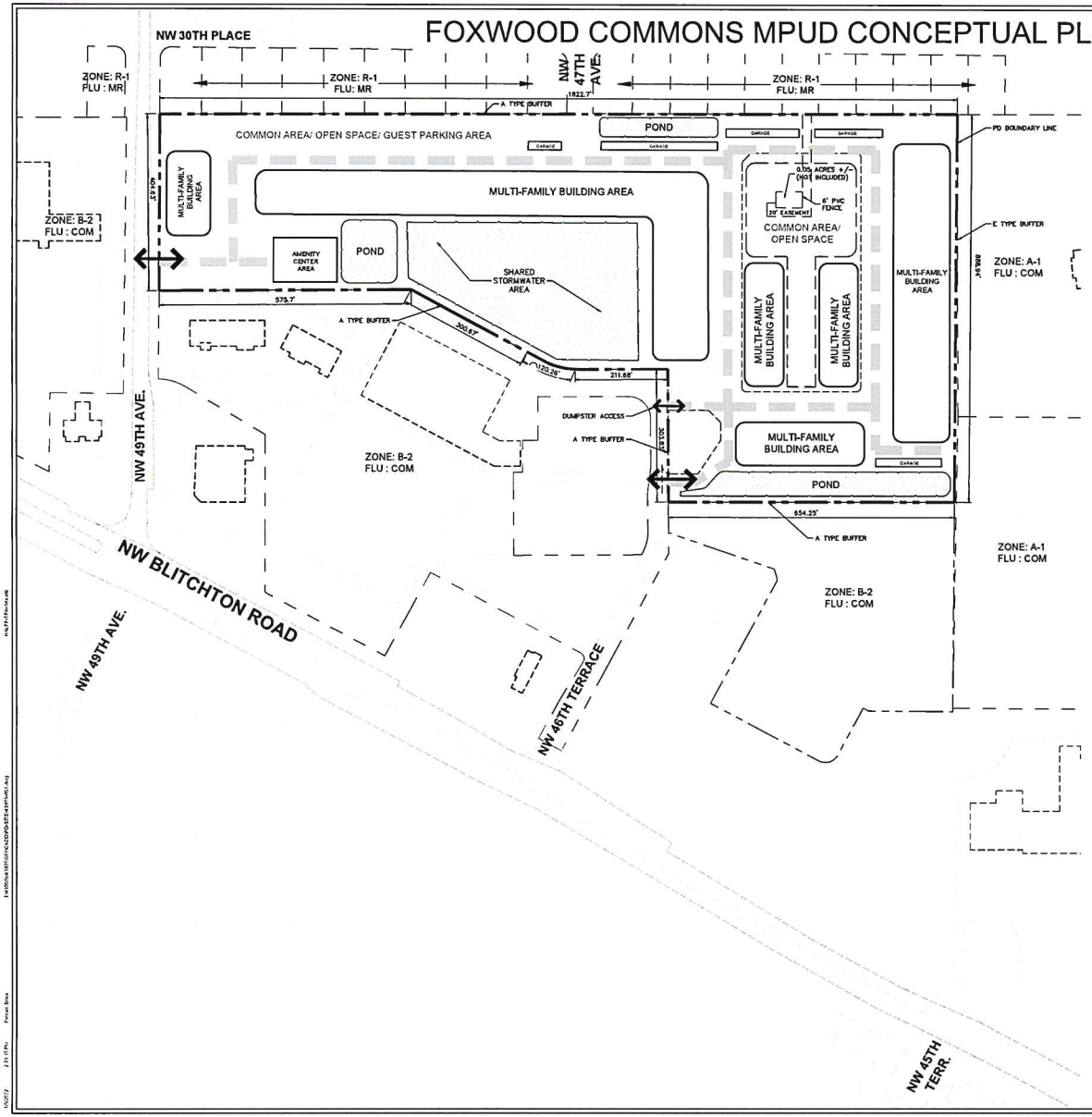
Enclosure: Development Conditions and Concept Plan

cc: Isabelle Albert, AICP, Halff Associates, Inc.

220312Z (Foxwood Commons) Development Conditions:

1. The PUD shall consist of a total of 396 dwellings units and accompanying accessory amenities (e.g., clubhouse, pool, sport court, playground, stormwater open space, dog park, and tree grove) consistent with the Marion County Land Development Code, the PUD Application, and PUD Concept Plan (Dated January 2022; attached).
2. Building heights shall be limited to 50'.
3. Prior to completion and approval of the final PUD Master Plan, the project Traffic Study shall be completed to the satisfaction of the County Engineer and Planning director, adequate provision shall be made for the coordination of the improvements with the PUD.
4. All roads, parking lots, and sidewalks shall meet the requirements of the Marion County Land Development Code.
5. The PUD shall provide 20% Open Space.
6. All project development shall be served by Marion County Utilities for central potable water and central sanitary sewer services. Adequate capacity shall be demonstrated prior to the approval of Improvement Plans.
7. The northern buffer shall be a no touch buffer of the existing treeline, any thin or bare spots shall be supplemented with additional trees. All other buffers shall comply with the Marion County Land Development Code.
8. All project-wide walls, fences, and buffers, including all vegetative plantings, shall be installed and maintained in perpetuity consistent with professionally accepted landscape practices, unless & until modified through the appropriate Land Development Code PUD Amendment Process.
9. Prior to any potential application to annex into the City of Ocala, the property owner must enter into a protection and maintenance agreement to the satisfaction of the Environmental Services Director concerning the on-site MCU well.
10. The final PUD Master Plan shall require approval by the Marion County Board of County Commissioners, including being duly noticed and advertised consistent with the Land Development Codes notice provisions at the applicant's expense.

FOXWOOD COMMONS MPUD CONCEPTUAL PLAN



N

0 120' 240'

SCALE: 1"= 120'

LEGEND

- PD BOUNDARY
- PARCEL LINES
- EXISTING STRUCTURE
- VEHICULAR ACCESS
- PROPOSED BUILDING ENVELOPE



PD SITE DATA

PARCEL ID:	21509-000-00
AREA W/ OUT WELL:	25.66 ACRES
EXISTING ZONING:	B-2 (COMMUNITY BUSINESS)
PROPOSED ZONING:	PUD
EXISTING FLU:	COM (COMMERCIAL)
PROPOSED FLU:	UR (URBAN RESIDENTIAL) PENDING APPLICATION
EXISTING USE:	VACANT
PROPOSED USE:	MULTI-FAMILY APARTMENTS
MIN. OPEN SPACE REQUIRED:	20%
PROPOSED OPEN SPACE:	20%
NUMBERS OF UNITS:	396
ALLOWABLE DENSITY:	18 DU/AC
PROPOSED DENSITY:	15 DU/AC

DEVELOPMENT STANDARDS

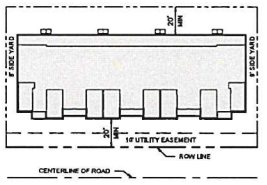
FRONT:	20' MIN
SIDE:	8' MIN
REAR:	20' MIN
MAX. BLDG. HEIGHT:	50' MAX
BUILDING SEPARATION:	10' MIN

SITE NOTES

1. HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED TO MAINTAIN ALL STORM WATER, OPEN SPACE, AND PRIVATE ROADS.
2. SIDEWALKS WILL BE PROVIDED PER CODE.

LEGAL DESCRIPTION

PROPOSED.



TYPICAL MULTI-FAMILY LOT DETAIL

N.T.S.

Project Name: FOXWOOD COMMONS APARTMENTS
MARION COUNTY, FLORIDA

Prepared For: UNITED AMERICAN REALITY CORPORATION

HALFF
1000 N. ASHLEY DRIVE, SUITE 900
TAMPA, FLORIDA USA 33602
Phone 813.620.4580 Fax 813.620.4590
www.Halff.com
FL CA 33380 FL LC 26000645

Revision No.	Date	Description

Project No.:	43805.001
Issued:	JANUARY 2022
Drawn By:	JHM
Checked By:	AJ
Scale:	1" = 120'

Sheet Title: CONCEPT PLAN

Sheet Number: 1 OF 1

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - 12-6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE: (352) 405-1402 FAX: (888) 272-4333 www.JCHcg.com

FOXWOOD III

A PLANNED UNIT DEVELOPMENT
(A PRIVATE COMMERCIAL SUBDIVISION)

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

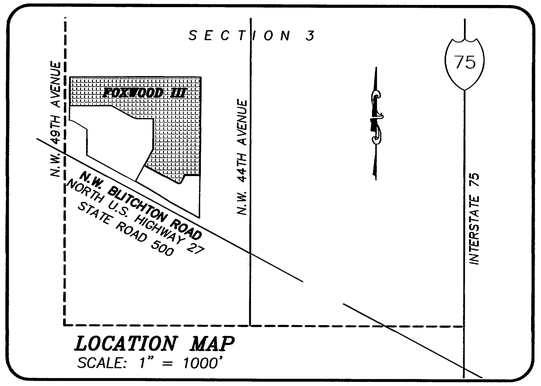
NOTES:

1. ADVISORY NOTICE ~ ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12083C504E, MARION COUNTY, FLORIDA DATED APRIL 19, 2017, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" – AN AREA OF MINIMAL FLOODING. THE FLOODING LIMITS HAVE BEEN IDENTIFIED HEREIN AS CURRENTLY ESTABLISHED AT THE TIME OF THE 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.
2. THE SITE'S FUTURE LAND USE DESIGNATION IS COMMERCIAL AND URBAN RESIDENTIAL; THE ZONING IS B-2 (COMMUNITY BUSINESS) AND PUD (PLANNED UNIT DEVELOPMENT), RESPECTIVELY.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF N.89°41'59"E. ALONG THE NORTH BOUNDARY LINE OF TRACT "G" OF THE SHOPS AT FOXWOOD PER PLAT BOOK 12, PAGES 3 THROUGH 6.
4. ALL OF THE LAND DESCRIBED ON THIS PLAT IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
5. NO LOT SHALL BE DIVIDED OR RESUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR UNTIL A REPLAT IS FILED WITH MARION COUNTY, FLORIDA, WHICH REPLAT COMPLIES WITH THE PROVISIONS OF THE LAND DEVELOPMENT CODE. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY, FLORIDA.
6. COUNTY OFFICIALS EMPLOYED BY THE COUNTY BUILDING AND ZONING DEPARTMENT, COUNTY ENVIRONMENTAL HEALTH DEPARTMENT AND THE COUNTY ENGINEERING DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS INCLUDED IN THIS PLAT FOR THE PURPOSES OF INSPECTING ANY AND ALL FACILITIES, STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS IN ORDER TO ASSURE THAT THE SAME ARE IN KEEPING WITH THE PUBLIC SAFETY, HEALTH AND GENERAL WELFARE.
7. ALL TRAFFIC SIGNS INCLUDING STREET NAME SIGNS ARE TO BE MAINTAINED BY THE ADMINISTRATOR AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
8. WHEREVER IN THIS PLAT REFERENCE IS MADE TO THE DEVELOPER'S "DESIGNATED SUCCESSORS AND ASSIGNS", SUCH REFERENCE SHALL MEAN AND REFER TO THOSE SUCCESSORS OR ASSIGNS OF THE DEVELOPER TO WHOM THE DEVELOPER HEREAFTER TRANSFERS IN WRITING A SPECIFIC RIGHT RESERVED TO THE DEVELOPER IN THIS PLAT, WHICH SAID WRITING MAKES SPECIFIC REFERENCE TO THE PLAT NOTE ON THIS PLAT THAT RESERVES TO THE DEVELOPER THE RIGHT BEING TRANSFERRED, AND WHICH SAID WRITING IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
9. THIS PLAT CONTAINS TWO (2) LOTS, TWO (2) TRACTS, AND 0 MILES OF ROAD.
10. ALL DISTANCES SHOWN HEREON ARE GROUND.
11. THIS PLAT IS 2 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR LEGAL DESCRIPTION, DEVELOPER ACKNOWLEDGEMENTS & DEDICATION SEE SHEET 1, FOR BOUNDARY DETAIL AND LOT DIMENSIONS SEE SHEET 2..
12. PROPERTY IS LOCATED WITHIN THE SECONDARY ZONE OF THE SPRINGS PROTECTION ZONE.
13. DRIVEWAY ACCESS TO ALL CORNER LOTS SHALL BE 50' OR 1/2 THE LOT WIDTH FROM PAVEMENT P.T., WHICHEVER IS LESS.
14. FIRE PROTECTION IN ACCORDANCE WITH THE MARION COUNTY LAND DEVELOPMENT CODE WILL BE PROVIDED VIA THE CENTRAL POTABLE WATER SYSTEM FOR THIS PROJECT.
15. IF ANY PROVISION OF THIS PLAT IS INVALID OR UNENFORCEABLE, ALL PROVISIONS OF THIS PLAT OTHER THAN SUCH INVALID OR UNENFORCEABLE PROVISION SHALL CONTINUE IN FULL FORCE AND EFFECT. IF THE APPLICATION OF ANY PROVISION OF THIS PLAT TO ANY PARTICULAR PERSON OR CIRCUMSTANCE IS INVALID OR UNENFORCEABLE, ALL VALID AND ENFORCEABLE PROVISIONS OF THIS PLAT SHALL APPLY FULLY TO ALL PERSONS AND CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH SUCH APPLICATION IS INVALID OR UNENFORCEABLE.
16. THIS PLAT DEPICTS A SURVEY PERFORMED FOR THE SPECIFIC PURPOSE OF RECORDING A SUBDIVISION PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.
17. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
18. UTILITY EASEMENTS ARE SHOWN BY DASHED LINES ON THE ATTACHED PLAT. ALL PUBLIC UTILITY COMPANIES AND GOVERNMENTAL AGENCIES ARE GRANTED THE RIGHT TO INSTALL AND MAINTAIN UTILITIES AND DRAINAGE FACILITIES IN THE EASEMENTS.
19. STATE PLANE COORDINATES BASED ON C.O.E.D. G.P.S. CONTROL POINTS 0009 AND 0010, NAD-83 (1990 ADJUSTMENT).
20. ALL LOTS SHALL USE SUBDIVISION'S INTERNAL ROADWAYS FOR VEHICLE/DRIVEWAY ACCESS. DIRECT VEHICLE/DRIVEWAY ACCESS THROUGH LOTS TO U.S. HIGHWAY 27 IS PROHIBITED.
21. 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.
22. 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 ASSESSMENTS AS MAY BE PERMITTED BY LAW TO FINANCE 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.
23. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
24. STORMWATER RUNOFF GENERATED FROM THE IMPROVEMENTS ASSOCIATED WITH THIS PLAT ARE DISCHARGED INTO LANDS AS IDENTIFIED ON THE IMPROVEMENT PLANS AS APPROVED BY MARION COUNTY FOR THE DEVELOPMENT OF THIS SUBDIVISION.
25. ADVISORY NOTICE: ACKNOWLEDGEMENT OF CONTIGUOUS SUSTAINABLE AGRICULTURAL LAND.
THE DEVELOPER, SUCCESSORS, AND ASSIGNS, 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."
26. SUBJECT PARCEL IS ENCUMBERED BY MORTGAGE FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY IN FAVOR OF THE PARK AVENUE BANK, RECORDED IN BOOK 4253, PAGE 568, ASSIGNED IN BOOK 4892, PAGE 1547, AMENDED AND RESTATED IN BOOK 4892, PAGE 1550, MODIFIED IN BOOK 5455, PAGE 681, MODIFIED IN BOOK 5488, PAGE 1226, MODIFIED IN BOOK 5872, PAGE 215 AND MORTGAGE/MODIFICATION RENEWAL AGREEMENT IN BOOK 6718, PAGE 1076.
27. IN ADDITION TO THE DEVELOPER'S RIGHTS AS SET FORTH IN OR BOOK 6411, PAGE 1447, THE DEVELOPER ALSO DEDICATES AND ALLOCATES THE AREA OUTSIDE OF TRACT B, BUT WITHIN THE DRAINAGE EASEMENT AREA REFERENCED IN OR BOOK 6411, PAGE 1447, TO AND FOR THE EXCLUSIVE USE OF LOT 2 TO PROVIDE ADDITIONAL DRAINAGE RETENTION AND SURFACE WATER MANAGEMENT FOR THE BENEFIT OF SAID LOT 2.

PREPARED BY: JCH CONSULTING GROUP, INC. 426 S.W. 15TH STREET, OCALA, FL, 34471

I HEREBY CERTIFY THAT THIS PLAT IS IN CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY MARION COUNTY.

JOHN R. ARCHER JR. P.S.M. 5531 — 5/16/22



LOCATION MAP
SCALE: 1" = 1000'

DESCRIPTION:

A PORTION OF TRACT G OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT "G"; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID TRACT G THE FOLLOWING FOUR (4) COURSES: (1) S.00°30'33"W., 697.58 FEET; (2) THENCE N.89°12'50"E., 3.12 FEET; (3) THENCE S.00°28'52"W., 661.59 FEET; (4) THENCE S.00°28'40"W., 7.94 FEET TO THE NORTHEASTERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT AS RECORDED IN PLAT BOOK 12, PAGES 161 THROUGH 163 INCLUSIVE OF PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE, ALONG THE NORTHERLY BOUNDARY LINE OF SAID SHOPS AT THE FOXWOOD REPLAT THE FOLLOWING SIX (6) COURSES: (1) THENCE N.89°31'20"W., 192.61 FEET; (2) THENCE N.61°52'28"W., 14.00 FEET; (3) THENCE S.28°07'32"W., 122.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF S.73°07'32"W., 46.67 FEET; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.84 FEET TO A POINT OF TANGENCY; (5) THENCE N.61°52'28"W., 522.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 37°08'09", AND A CHORD BEARING AND DISTANCE OF N.09°49'25"E., 15.92 FEET; (6) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 16.20 FEET TO THE END OF SAID CURVE AND THE NORTHERLY MOST CORNER OF SAID PLAT OF SHOPS AT FOXWOOD REPLAT; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, ALONG THE WESTERLY AND SOUTHERLY BOUNDARY LINE OF SAID TRACT "G" THE FOLLOWING SIX (6) COURSES: (1)N.28°23'29"E., 243.40 FEET; (2) THENCE N.00°18'01"W., 421.99 FEET; (3) THENCE S.89°41'59"W., 202.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 178.00 FEET, A CENTRAL ANGLE OF 28°41'40", AND A CHORD BEARING AND DISTANCE OF N.75°57'12"W., 88.22 FEET; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.14 FEET TO A POINT OF TANGENCY; (5) THENCE N.61°36'22"W., 338.70 FEET; (6) THENCE S.89°41'59"W., 575.70 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT "G"; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, ALONG THE EASTERLY RIGHT OF WAY LINE OF NW 49TH AVENUE (HAVING A 80' RIGHT OF WAY), N.00°35'51"E., 397.70 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT "G"; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, ALONG SAID NORTHERLY BOUNDARY LINE OF SAID TRACT "G" THE FOLLOWING THREE (3) COURSES: (1) N.89°41'59"E., 1,209.26 FEET; (2) THENCE N.89°43'30"E., 68.90 FEET; (3) THENCE S.89°53'54"E., 540.22 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 33.67 ACRES, MORE OR LESS.

LESS AND EXCEPT:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE ALONG THE NORTHERLY BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 3, S89°25'15"E, A DISTANCE OF 40.02 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 49TH AVENUE (BEING 80.00 FEET WIDE); THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG SAID EASTERLY RIGHT OF WAY LINE, N00°37'56"E, A DISTANCE OF 88.86 FEET TO THE N.W. CORNER OF "SHAMROCK ADVENTURE LX" AS PER PLAT THEREOF, RECORDED IN PLAT BOOK '9', PAGE 133 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N00°35'51"E, A DISTANCE OF 599.51 FEET TO THE S.W. CORNER OF "QUAIL MEADOW" AS RECORDED IN PLAT BOOK 'Y', PAGES 89 THROUGH 91 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE SOUTHERLY BOUNDARY OF SAID "QUAIL MEADOW", N89°41'59"E, A DISTANCE OF 1209.26 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, S00°01'12"E, A DISTANCE OF 176.51 FEET; THENCE S89°40'57"E, A DISTANCE OF 196.46 FEET TO THE N.W. CORNER OF LANDS DESCRIBED AS "WELL SITE PROPERTY" IN OFFICIAL RECORDS BOOK 3854, PAGE 1610 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA , SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LANDS, S89°07'12"E, A DISTANCE OF 60.67 FEET TO THE N.E. CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LANDS, S00°57'19"E, A DISTANCE OF 36.95 FEET TO THE S.E. CORNER OF SAID LANDS; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, N88°58'38"W, A DISTANCE OF 60.41 FEET TO THE S.W. CORNER OF SAID LANDS; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID LANDS, N00°33'41"W, A DISTANCE OF 36.80 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.05 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 05/16/22

CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
426 SW 15TH STREET, OCALA, FLORIDA 34471

DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT MARK A. JANK, MANAGER OF SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED TO BE MADE THE PLAT OF "FOXWOOD III", THE SAME BEING A SUBDIVISION OF LAND HEREON DESCRIBED; TRACTS "A" & "B" AND THE INGRESS, EGRESS, DRAINAGE AND UTILITY EASEMENTS DEPICTED HEREON, TOGETHER WITH ALL IMPROVEMENTS THEREON SHALL BE PRIVATE PROPERTY AND ARE HEREBY DEDICATED TO AND MAINTAINED BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST. 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 PRIVATE STREETS. 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. MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON STORMWATER AND DRAINAGE FACILITIES WITHIN THE SUBDIVISION 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 SUBDIVISION SHALL BE SUBJECT TO A PERPETUAL RIGHT OF WAY EASEMENT HEREIN GRANTED FOR INGRESS AND EGRESS BY SANITATION, POSTAL, FIRE, LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICES, MARION COUNTY, AND CITY OF OCALA UTILITY PERSONNEL, PROVIDING SERVICE TO THE SUBDIVISION; AND THAT THE UTILITY EASEMENTS NOTED OR DEPICTED HEREON ARE RESERVED EXCLUSIVELY FOR SUCH USES BY THE UTILITIES (MUNICIPAL, GOVERNMENTAL, AND PRIVATE), TO WHOM RIGHTS IN SUCH EASEMENTS SHALL BE GRANTED FROM TIME TO TIME BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST, AND THAT NO OTHER OBLIGATION IS IMPOSED UPON MARION COUNTY OR ANY OTHER PUBLIC BODY FOR IMPROVEMENT OR MAINTENANCE OF THE STORMWATER DRAINAGE FACILITIES OR EASEMENTS.

WITNESSES:
Marianne Andrews
WITNESS SIGNATURE
PRINT NAME: Marianne Andrews
Micah Mimbs
WITNESS SIGNATURE
PRINT NAME: Micah Mimbs

DEVELOPER AND OWNER:
SECOND NINE PARTNERS, LLC.
By: _____
MARK A. JANK, MANAGING MEMBER
DEVELOPER'S ADDRESS:
2700 TRILLIUM RIDGE #4218
THE VILLAGES, FL 32163

NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MARION

THE FOREGOING DEVELOPER'S ACKNOWLEDGEMENT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF (PHYSICAL PRESENCE) OR ONLINE NOTARIZATION, THIS 13TH DAY OF MAY, 2022 BY MARK A. JANK, AS MANAGING MEMBER OF SECOND NINE PARTNERS, LLC., A FLORIDA LIMITED LIABILITY COMPANY ON BEHALF OF THE COMPANY. HE IS PERSONALLY KNOWN TO ME.

_____ NOTARY PUBLIC
GERARD DAVIS PRINT NAME:
GERARD DAVIS
Commission # HH 015274
Expires June 28, 2024
Bonded thru Budget Notary Services

APPROVAL BY COUNTY OFFICIALS-DEVELOPMENT REVIEW COMMITTEE:

BY: _____ COUNTY ENGINEERING
BY: _____ COUNTY FIRE SERVICES
BY: _____ COUNTY GROWTH SERVICES
BY: _____ COUNTY SURVEYOR
BY: _____ COUNTY UTILITIES
BY: _____ COUNTY BUILDING SAFETY

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS:

THIS IS TO CERTIFY THAT ON THE 18TH DAY OF MAY 2022 THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

BY _____
CARL ZALAK III, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS,
MARION COUNTY, FLORIDA.

BCC SEAL:

ATTEST: _____ 5/18/22 @ 4:30pm
GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT

CLERK SEAL:

CLERK OF CIRCUIT COURT

I, CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA, DO HEREBY ACCEPT THIS PLAT OF "FOXWOOD III" FOR RECORDING. THIS PLAT FILED FOR RECORD THIS 18TH DAY OF MAY, 2022 AT 4:30 AM/PM AND RECORDED ON PAGE 197 OF PLAT BOOK 14 IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA.

BY: _____
GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT

CLERK SEAL:

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1402 FAX (888) 272-8335 www.JCHcg.com

FOXWOOD III

A PLANNED UNIT DEVELOPMENT (A PRIVATE COMMERCIAL SUBDIVISION)

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

PLAT BOOK 14, PAGE 198
SHEET 2 OF 2

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

NORTH

N.1777580.16
E.591863.05
NW CORNER OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
FOUND 8" OCTAGONAL MONUMENT (MARION COUNTY)

NORTH BOUNDARY LINE OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

NW 30TH PLACE

"QUAIL MEADOW"
PLAT BOOK Y, PAGES 89-91
LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10
BLOCK "S"

NW 47TH AVENUE

BLOCK "X"
LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 LOT 13

ZONING: SINGLE FAMILY DWELLING (R-1)
LAND USE: MEDIUM RESIDENTIAL DENSITY (MR)

NORTHWESTERLY CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775402.38
E.591880.59

SOUTH BOUNDARY LINE OF QUAIL MEADOW
N89°41'59"E 1209.26'

N89°43'30"E 68.90'
N.1775408.72
E.593089.84

FOUND 4"X4" CONCRETE MONUMENT (LS 1918)
N.1775409.05
E.593158.73

S89°53'54"E 540.22'

EASTERLY-RIGHT OF WAY LINE OF NW 49TH AVENUE

NW 49TH AVENUE (80' RIGHT OF WAY)

N00°35'51"E 397.70'

N00°35'51"E 2865.86'

WEST BOUNDARY LINE OF THE NW 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

N00°33'51"E 201.81'

SOUTHWESTERLY CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775004.70
E.591876.45

N00°33'51"E 88.86'

N.1774714.46
E.591833.34
FOUND NAIL & DISC (LS 1918)
NW CORNER OF S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
FOUND 1/4" NAIL & DISC (LS 1918)

FOUND 4"X4" CONCRETE MONUMENT (LS 1918)
N89°25'15"W 40.02'

568.84'
S89°41'59"W 575.70'

N.1775007.72
E.592452.14

N00°00'00"E 161.27'

6.86'

N61°36'22"W 338.70'

SOUTHERLY BOUNDARY OF TRACT G "SHOPS AT FOXWOOD" (PLAT BOOK 12, PAGES 3-6)

N.1774846.66
E.592750.09

165.70'
S89°41'59"W 202.78'

N.1774825.25
E.592835.67

L=89.14'
R=178.00'
Δ=28°41'40"
CB=N75°57'12"W
CH=88.22'

N.1774826.31
E.593038.45

TRACT A

1000' TERTIARY WELL HEAD PROTECTION AREA

N00°18'01"W 342.85'

DRAINAGE RETENTION AREA

TRACT A
158,539 S.F.
3.64 AC.

500' SECONDARY WELL HEAD PROTECTION AREA

N90°00'00"E 554.29'

40' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 3854, PG 1618

20' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 1399, PG 129

S00°01'12"E 176.51'

POINT OF BEGINNING
EXCEPTION
N.1775229.17
E.593284.57
S89°40'57"E 196.46'

N.1775228.24
E.593345.24

SEE DETAIL "A"

20' WATERLINE & FACILITIES EASEMENT PER O.R. BOOK 3854, PG 1610

EXCEPTION
2,222 S.F. - 0.05 AC.
PARCEL ID: 21509-001-00
OWNER: MARION COUNTY
ADDRESS: 2951 N.W. 47TH AVENUE
OCALA, FL 34471

L1 L2 L3 L4

N.1775192.36
E.593284.21

N.1775191.29
E.593344.62

20' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 3854, PG 1618

20.0' INGRESS, EGRESS & UTILITY EASEMENT PER O.R. BOOK 2719, PG 99, CORRECTED IN O.R. BOOK 3854, PG 1601, AND IN O.R. BOOK 3854, PG 1610

100' PRIMARY WELL HEAD PROTECTION AREA

POINT OF BEGINNING
NORTHEAST CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775408.09
E.593698.95
FOUND 5/8" IRON ROD & CAP (LS 1918)

S00°30'33"W 697.58'

NOT PLATTED
PARCEL ID: 21522-001-00
"SUSTAINABLE AGRICULTURAL LAND"

EASTERLY BOUNDARY OF TRACT G "SHOPS AT FOXWOOD" (PLAT BOOK 12, PAGES 3-6)

LOT 1
959,464 S.F.
22.03 AC.

NORTHERLY BOUNDARY OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

N89°12'50"E 3.12'
N.1774710.58
E.593695.88

N.1774710.54
E.593692.75

188.11'

ZONING: GENERAL AGRICULTURE (A-1)
LAND USE: COMMERCIAL (COM)

SHOPS AT FOXWOOD
(PLAT BOOK 12, PAGES 3-6)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

TRACT B

PUBLIC INGRESS-EGRESS AND UTILITY EASEMENT PER SHOPS AT FOXWOOD (PLAT BOOK 12, PAGES 3-6)

N.1774404.32
E.593040.67

N90°00'00"E 654.25'

N.W. 46TH TERRACE
N00°18'01"W 421.89'
303.83'

70.37'

O.R. DRAINAGE EASEMENT BOOK 6411, PAGE 1447
N71°00'51"W 255.77'
47.79'

LOT 2
265,891 S.F.
6.10 AC.

NOT PLATTED
PARCEL ID: 21525-000-00

S00°28'52"W 661.59'

471.48'

TRACT F

NORTHERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)
N.1774190.20
E.592924.93

N.W. 45TH TERRACE
N28°23'29"E 243.40'

DRAINAGE RETENTION AREA
TRACT B
80,612 S.F.
1.85 AC.

N16°58'01"W 25.77'

N28°23'29"E 322.98'

L=16.20'
R=25.00'
Δ=37°08'09"
CB=N9°49'25"E
CH=15.92'

TRACT E

TRACT C

TRACT D

242.85'

N.1774174.51
E.592922.22

N61°52'28"W 522.63'

279.98'

N.1774049.28
E.593485.30

N89°31'20"W 192.61'

N.1774042.68
E.593497.65

N61°52'28"W 14.00'

LOT F

S28°07'32"W 122.00'

N.1773941.69
E.593427.79

L=51.84'
R=33.00'
Δ=90°00'00"
CB=S73°07'32"W
CH=46.67'

TRACT A

N.1773928.14
E.593383.13

LOT A

NORTHERLY BOUNDARY LINE OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)

LOT B

SHOPS AT FOXWOOD REPLAT
(PLAT BOOK 12, PAGES 161-163)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

(RIGHT OF WAY VARIES)
U.S. HIGHWAY NO. 27
N.W. BLITCHTON ROAD

N.1774049.01
E.593690.32

S00°28'40"W 7.94'
NORTHEASTERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)
N.1774041.08
E.593690.26

PARCEL ID: 21517-000-00
LOT 2
"MARKETPLACE OF OCALA"
(PLAT BOOK 7, PAGE 81)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS & EGRESS OVER AND ACROSS PARKING, DRIVEWAYS AND SIDEWALKS PER O.R. BOOK 2144, PAGE 704 AND MODIFIED IN O.R. BOOK 2681, PG 1554

LEGEND UNLESS OTHERWISE NOTED

-\/-	= NOT TO SCALE
R	= RADIUS
L	= ARC LENGTH
Δ	= DELTA (CENTRAL ANGLE)
CH	= CHORD DISTANCE
CB	= CHORD BEARING
NO.	= NUMBER
N. E.	= NORTHING / EASTING (STATE PLANE COORDINATES)
℄	= CENTERLINE OF RIGHT OF WAY
O.R.	= OFFICIAL RECORDS OF MARION COUNTY
R/W	= RIGHT OF WAY LINE
LB	= LICENSE BUSINESS
LS	= LAND SURVEYOR
PLS	= PROFESSIONAL LAND SURVEYOR
PG.	= PAGE
P.B.	= PLAT BOOK
P.T.	= POINT OF TANGENCY
A.E.	= ACCESS EASEMENT
D.E.	= DRAINAGE EASEMENT
U.E.	= UTILITY EASEMENT
AC.	= ACRES
(NR)	= NOT RADIAL
(X,XXX)	= SQUARE FOOTAGE AREA
⊡	= PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
■	= PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4" X 4" CONCRETE MONUMENT (LB 8071)
◎	= PERMANENT CONTROL POINT (P.C.P) SET NAIL & DISC P.C.P. (LB 8071)
◉	= PERMANENT CONTROL POINT (P.C.P. FOUND 5/8" NAIL & DISC (LB 5091)

DETAIL "A"
SCALE 1"=50'

NORTHERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
POINT OF BEGINNING
EXCEPTION
N.W. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
N.E. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S89°40'57"E 196.46'
EASTERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
EXCEPTION
2,233 S.F.
0.05 AC.
L1 L2 L3 L4
20'
WESTERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S.W. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S.E. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
EXCEPTION
LANDS DESCRIBED AS "WELL SITE PROPERTY" IN O.R. BOOK 3854, PAGE 1610

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°07'12"E	60.67
L2	S00°57'19"E	36.95
L3	N88°58'38"W	60.41
L4	N00°33'41"W	36.80

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: 05/06/22
CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
426 SW 15TH STREET, OCALA, FLORIDA 34471

SETBACKS:

MINIMUM FRONT SETBACK:	40 FEET (65 FEET WITH GAS PUMP)
MINIMUM REAR SETBACK:	25 FEET
MINIMUM SIDE SETBACK:	10 FEET (65 FEET WITH GAS PUMP)
ACCESSORY STRUCTURES:	8 FEET EXCEPT FOR GAS PUMPS OR ISLAND REQUIRE 25 FEET SETBACK, GAS PUMP CANOPIES MY PROTRUDE 10 FEET INTO A REQUIRED SETBACK

NOTE:
THIS PLAT IS 2 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR LEGAL DESCRIPTION, DEDICATION, NOTES AND ACKNOWLEDGEMENTS SEE SHEET 1, FOR BOUNDARY AND LOT DIMENSIONS SEE SHEET 2.

PREPARED BY: JCH CONSULTING GROUP, INC. 426 S.W. 15TH STREET, OCALA, FL. 34471

File #: 2024-1633 Agenda Item #: c.

Second Nine Partners, LLC / ZON24-45695

Petitioner: Second Nine Partners, LLC
Agent: Tillman & Associates Engineering, LLC
Planner: Kristina Wright 352-629-8324
kwright@ocalafl.gov

Second Nine Partners, LLC / ZON24-45695

A request to rezone from PUD, Planned Unit Development (County), to R-3, Multi-Family Residential (City), for property located approximately 600-feet north of the intersection at US Highway 27 and NW 49th Avenue, Lot 1 and Drainage Retention Area Tract A of the Foxwood III Replat (P.B. 14 Pg. 197), (Parcel 21509-001-01 and 21509+001-01), approximately 25.67 acres.

Recommended Action: Approval.

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, August 6, 2024,** City Council meeting and second and final hearing at the **Tuesday, August 20, 2024,** City Council meeting.

Submitted By: Kristina L. Wright, CNU-A, FRA-RA

Presentation By: Kristina L. Wright, CNU-A, FRA-RA

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Introduce Ordinance 2024-XX to rezone approximately 25.67 for properties located approximately 600-feet north of the intersection at US Highway 27 and NW 49th Avenue, Lot 1 and Drainage Retention Area Tract A of the Foxwood III Replat (P.B. 14, Pg. 197) (Parcel 21509-001-01 and 21509+001-01) from PUD, Planned Unit Development (County), to R-3, Multi-Family Residential (City) (Case ZON24-45695) (Quasi-Judicial).

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner: Second Nine Partners LLC
- Property Owner: Second Nine Partners LLC
- Agent: Guy Lemieux, Second Nine Partners LLC

The subject property area consists of a developed tract for drainage retention and a remainder property from the original Shops at Foxwood plat. The subject property area is currently located in unincorporated Marion County and zoned PUD, Planned Unit Development (County), with an underlying Commercial Future Land Use classification (County). On April 5, 2022, the Marion County Board of County Commissioners approved a conceptual PUD plan for the development of 396 multi-family dwelling units.

The petitioner is requesting to rezone from PUD, Planned Unit Development (County) to R-3, Multi-Family Residential District (City), in association with a concurrent annexation (ANX24-45693), to connect to existing utilities and facilitate future multi-family residential development. Pursuant to Code of Ordinances Section 122-246, all annexed territory shall be considered to be zoned in the same or most closely corresponding zoning classification given it by the County zoning code.

Adequate public facilities exist to service the subject properties. The petitioner has submitted concurrent applications for an Annexation (Case: ANX24-45693) and land use change to Low Intensity (Case: LUC24-45694).

FINDINGS AND CONCLUSIONS: The requested R-3, Multi-Family Residential zoning district is consistent with the comprehensive plan and the requested Low Intensity future land use classification. The amendment will not adversely affect the community's health, safety, convenience, prosperity, or general welfare. The proposed R-3 zoning is consistent with Section 122-244 of the Code of Ordinances and with the proposed future land use of the property.

Staff recommends approval.

FISCAL IMPACT: N/A

ALTERNATIVES:
- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS:
- Staff Report
- Case Map
- Aerial Map
- Foxwood Commons PUD Approval Letter
- Foxwood III Plat

ORDINANCE 2024-XX

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM PUD, PLANNED UNIT DEVELOPMENT (COUNTY), TO R-3, MULTI-FAMILY RESIDENTIAL DISTRICT (CITY), FOR THE PROPERTIES LOCATED APPROXIMATELY 600-FEET NORTH OF THE INTERSECTION AT US HIGHWAY 27 AND NW 49TH AVENUE, LOT 1 AND DRAINAGE RETENTION AREA TRACT A OF THE FOXWOOD III REPLAT (P.B. 14, PG. 197), PARCELS 21509-001-01 AND 21509+001-01, APPROXIMATELY 25.67 ACRES (CASE NO. ZON24-45694); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The following described lands are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as R-3, Multi-Family Residential:

SECTION 03, TOWNSHIP 15, RANGE 21, PLAT BOOK 014 PAGE 197, FOXWOOD III, LOT 1

AND

SECTION 03, TOWNSHIP 15, RANGE 21, PLAT BOOK 014 PAGE 197, FOXWOOD III, TRACT A- WRA

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from PUD, Planned Unit Development (County) to R-3, Multi-Family Residential (City) as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

By: _____
Angel B. Jacobs
City Clerk

CITY OF OCALA

By: _____
Barry Mansfield
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2024.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2024-XX
Introduced: 7/2/2024
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

Staff Report

Case No. ZON24-45695
Planning & Zoning Commission: July 8, 2024
City Council (1st Reading): August 6, 2024
City Council (Adoption): August 20, 2024

Petitioner: Second Nine Partners LLC

Property Owner: Second Nine Partners LLC

Agent: Guy Lemieux, Second Nine Partners LLC

Project Planner: Kristina L. Wright, CNU-A, FRA-RA

Applicant Request: from: PUD, Planned Unit Development (County)
to: R-3, Multi-Family Residential District (City)

Rezone from PUD, Planned Unit Development (County), to R-3, Multi-Family Residential District (City) to facilitate the future development of multi-family residential housing.

Existing Future Land Use: Commercial (County)

Proposed Future Land Use: Low Intensity (City) (LUC24-45694)

Parcel Information

Acres: ±25.67 acres

Parcel(s)#: 21509-001-01 and 21509+001-01

Location: Approximately 600-feet north of the intersection at US Highway 27 and NW 49th Avenue, Lot 1 and Drainage Retention Area Tract A of the Foxwood III Replat (P.B. 14, Pg. 197)

Existing use: Vacant/Undeveloped

Overlay(s): N/A

Adjacent Property Information

Direction	Future Land Use	Zoning District	Current Use
North	Medium Residential (County)	R-1, Single-Family Residential (County)	Single-Family Residential Subdivision (Quail Meadow)
East	Commercial (County)	A-1, General Agriculture (County)	Undeveloped agriculturally-zoned land
South	Low Intensity (City)	SC, Shopping Center (City) B-2, Community Business (City)	Shopping Center (Shops at Foxwood) Hotel (Staybridge Suites, under construction)
West	Commercial (County)	Community Business: B-2	Shopping Center (Quail Meadow Commons)

Background

The subject property, identified by Parcel Identification Numbers 21509-001-01 and 21509+001-01, contains an approximate 25.67 acres, and is generally located behind the Shops at Foxwood shopping center, east of NW 49th Avenue, and to the south of and adjacent to the Quail Meadow Subdivision. The subject property is currently vacant and undeveloped.

These properties are part of an overall master planned development, platted within the Foxwood III Plat and further articulated through the subsequent PUD. Parcel 21509+001-01 serves as a drainage retention area for the surrounding development.

More specifically, the subject property was platted as part of the Foxwood III (Plat Book 14, Page 197); the plat subtitle indicates that this was platted as part of a private commercial subdivision described as a replat of a portion of Tract 'G' of Shops at Foxwood (Plat Book 12, Page 3). The plat depicts a 40-foot-wide ingress/egress access easement, and a 20-foot-wide ingress/egress access easement in the middle of the northern boundary that appears near the NW 47th Avenue access to Quail Meadow. All other parcels described in the plats of Shops at Foxwood (Plat Book 12, Page 3), Shops at Foxwood Replat (Plat Book 12, Page 161) and Foxwood III (Plat Book 14, Page 197) have been annexed and assigned B-2, Community Business, and SC, Shopping Center, zoning districts; with the exception of a drainage retention area which is being presented for consideration under a separate application (ANX24-45696).

The subject property is contiguous to the City limits yet contains the Marion County well parcel (21509-001-00) noted as an exception from the legal description of the subject properties; the well site is not subject to the annexation request. The subject property also has a 20-foot-wide utility easement as indicated in the Foxwood III Plat (PB 14, PG 198) surrounding said well site, which is to be retained.

On April 5, 2022, the Marion County Board of County Commissioners approved a rezoning on the subject properties to PUD, Planned Unit Development, along with a conceptual plan for 396 multi-family units. However, the conceptual plan shared by the applicant's agent, Tillman Engineering, is informational at this stage since it is not required at this time. It is a concept plan reflecting the County's approval of the PUD, included to provide additional information about the historical approvals for the site.

Existing and Proposed Development Standards

	Future Land Use	Zoning District	Intent and Purpose	Minimum Lot Area (square feet)	Maximum Building Height (feet)
Existing	Commercial (County)	PUD-Planned Unit Development (County)*	Original PUD zoning was created to develop 396 multi-family units	N/A	50-feet

Proposed	Low Intensity (City)	R-3 Multi-Family Residential (City)**	R-3 zoning will allow for by-right development of multi-family residences	7,500 s.f.	50-feet
*Marion County approved the following setbacks for the PUD: 20-feet (Front), 8-feet (Sides), 20-feet (Rear), 10-feet (Minimum Building Separation). **The R-3 zoning district requires the following setbacks for multi-family residential development: 20-feet (Front Yard), 8-feet (Interior Side Yard), 20-feet (Street Side and Rear Yard), 25-feet (Interior Rear Yard).					

Applicant Request

The petitioner has submitted concurrent application to annex the subject properties (ANX24-45693); change the land use classification from Commercial (County) to Low Intensity (City); and to rezone from PUD, Planned Unit Development (County) to R-3, Multi-Family Residential District (City) (ZON24-45695) in order to connect to City utilities and facilitate development of a 396-unit multi-family residential development, consistent with the development previously approved by Marion County.

The provided conceptual plan depicts that both the single-family residential subdivision to the north, and the Marion County well site will be buffered by open space/common area. Access is provided to an internal roadway network via one entrance on NW 49th Avenue, and two entrances to a privately maintained roadway internal to the plat of Shops at Foxwood (Plat Book 12, Page 3). Stormwater retention ponds are depicted in the side yards, consistent with Code of Ordinances Subsection 122-354(3), which prohibits drainage retention from being located in the front yard of R-3 zoned properties.

Staff Analysis

The proposed rezoning is consistent with the requested Low Intensity Future Land Use classification, pursuant to Section 122-244 of the Code of Ordinances. Adequate public facilities exist to service the proposed development. The proposed zoning is consistent and compatible with the surrounding area.

The subject property is currently zoned PUD, Planned Unit Development (County). The petitioner is requesting to rezone to R-3, Multi-Family Residential District (City), in association with a concurrent annexation (ANX24-45693), to connect to existing utilities and facilitate future multi-family residential development consistent with the conceptual PUD plan approved by Marion County. Pursuant to Code of Ordinances Section 122-246, all annexed territory shall be considered to be zoned in the same or most closely corresponding zoning classification given it by the County zoning code. Since the applicant is seeking to have these parcels annexed into the city, this rezoning and land use change would achieve the same goal of 396 units of multi-family residential while streamlining the process; multi-family residences are a permitted use by-right within the R-3 zoning district. Per Sec. 122-260(c), a multifamily project requires landscape buffers, which will be addressed at the site plan review stage.

Future development will be subject to site plan review in accordance with Article IV of Chapter 122 of the Code of Ordinances, including the submission of elevations for architectural review to ensure consistency and compatibility with the surrounding area. Development of townhomes (or single-family attached dwelling units) under fee-simple ownership will require submission of a Developer's

Agreement in accordance with Section 122-357 of the Code of Ordinances. Additionally, no onsite drainage retention area exceeding 2 ½ feet in depth or a 3:1 slope shall be permitted in the front yard, pursuant to subsection 122-354(3) of the Code of Ordinances. A secondary means of ingress/egress will be required for any development containing 16 or more residential units, pursuant to subsection 122-216(k)(5).

Factual Support

1. The requested rezoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

    a. Future Land Use Element Policy 6.3: Low Intensity The intent of the Low Intensity land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special District districts. Low Intensity may contain a single use. Mixed use development is encouraged. Permitted uses include office, commercial, public, recreation, institutional, educational facilities and residential. Light industrial shall only be allowable in designated locations as specified in the Land Development Code and must meet the intent of the Low Intensity category, including form and design guidelines as applicable. It is also the intent of this category to promote a walkable suburban form.

    b. Future Land Use Element Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities, and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.

        i. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation, and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.

2. The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

    a. Section 122-246 – *Annexed territory*:

        a. All territory which may be annexed to the city after the effective date of the ordinance from which this section is derived (May 8, 1992) shall be considered to be zoned in the zoning classification given it by the county zoning code; provided that if no such classification exists in the zoning ordinance of the city then the property shall be zoned within the city under that classification most closely corresponding to the existing county classification.

    b. Section 122-244 - *District criteria:* Zoning districts allowed under each land use classification.

Low Intensity	R-1, R-1A, R-1AA, R-2, **R-3**, RZL, RBH-1, RBH-2, RBH-3, OH, RO, O-1, OP, B-1, B-1A, B-2, B-2A, B-4, B-5, SC, M-1, M-2, G-U, INST, A-1, PD, FBC

    c. Section 122-351: The multi-family residential (R-3) district is intended to be a multi-family area, including higher residential densities in accordance with the comprehensive plan. This district shall allow single-family, two-family, and multi-family dwellings, residence-offices,

and residence-galleries. Professional and business offices that are of compatible scale and intensity may be allowed as special exceptions by the board of adjustment.

3. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Level of Service Impact Analysis

Transportation: The subject property has approximately 390-feet of frontage along NW 49th Avenue, which is a 3-lane road in close proximity to US Highway 27, which is a 4-lane arterial. The congestion management data from the Ocala-Marion TPO for the affected roadway is provided below. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review.

Road/Street Name	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
US Hwy 27 (From NW 44th Ave to NW 49th Ave)	4	45 MPH	Arterial	D	55,700	21,700	B
US Hwy 27 (From NW 49th Ave to NW 60th Ave)	4	55 MPH	Arterial	D	55,700	18,100	B

Electric: The subject property is in the Ocala Electric Utility service territory.

Internet: Service is available. A City fiber optic cable runs along NW 49th Avenue in front of the subject property.

Potable Water: Service is available. A City water main runs along NW 49th Avenue in front of the property. Connections will be determined during the site plan or subdivision review and approval process.

Sanitary Sewer: Service is available. A City gravity main runs along NW 49th Avenue in front of the property. Connections will be determined during the site plan or subdivision review and approval process.

Stormwater: The subject property is not located within a FEMA Flood Zone. For any future development, runoff must be directed into the off-site drainage system as part of the "Foxwood Commons" subdivision.

Solid Waste: Service is available.

Fire Service: Ocala Fire Rescue Station #1 is located approximately 3.5 miles from the subject property, at 3001 NE 21st Street.

Schools: The subject property is serviced by College Park Elementary (operating at 108.80% capacity), Howard Middle (operating at 65.21% capacity) and West Port High School (operating at 116.83%). The proposed development of the property may generate up to 55 additional Elementary School-aged students, up to 22 additional Middle School-aged students, and up to 26 additional High School-aged students. Both the elementary school and the high school are over capacity and will require paying

school concurrency fees after July 2024, which will take place during the building permit stage prior to the issuance of a Certificate of Occupancy.

	Project Dwelling Units (MFR)		
School Level	**MFR Student Generation Rate**	**462 (maximum 18 d.u. / ac permitted by LI FLU)**	**396 (proposed 15.4 d.u. / ac)**
E	0.139	64	55
M	0.056	25	22
H	0.067	30	26

Staff Recommendation: ***Approval***

Permitted Uses Table:

Permitted Use Type	PUD, Planned Urban Development	R-3, Multi-Family Residential
Residential Operation		• Bed and breakfast • Community residential home (max 12 residents) • Home occupation • Fraternity or sorority house* • Residence – Gallery* • Residence – Office* • Rooming/boarding house*
Residential Type	• 396 Multi-family residential dwellings	• Multi-family dwelling • Single-family dwelling • Single-family (attached) dwelling unit • Two-family dwelling
Business Service		• Parking lot*
Hospitality and Tourism		• Conference center • Antique gallery/art gallery/ museum*
Office Use		• Professional and business office*
Community Service		• Church/place of worship* • Day care facility* • Private club*
Recreational Use		• Recreation facility, indoor*
Public Use		• Park/open space area*
Health Care Use		• Assisted living facility • Neighborhood wellness center* • Transitional recovery facility*

*****Permitted by Special Exception

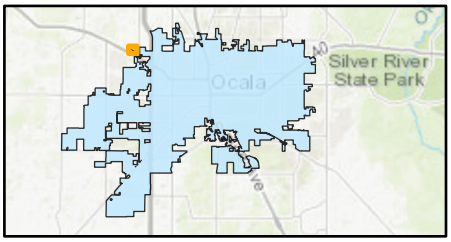
CASE MAP

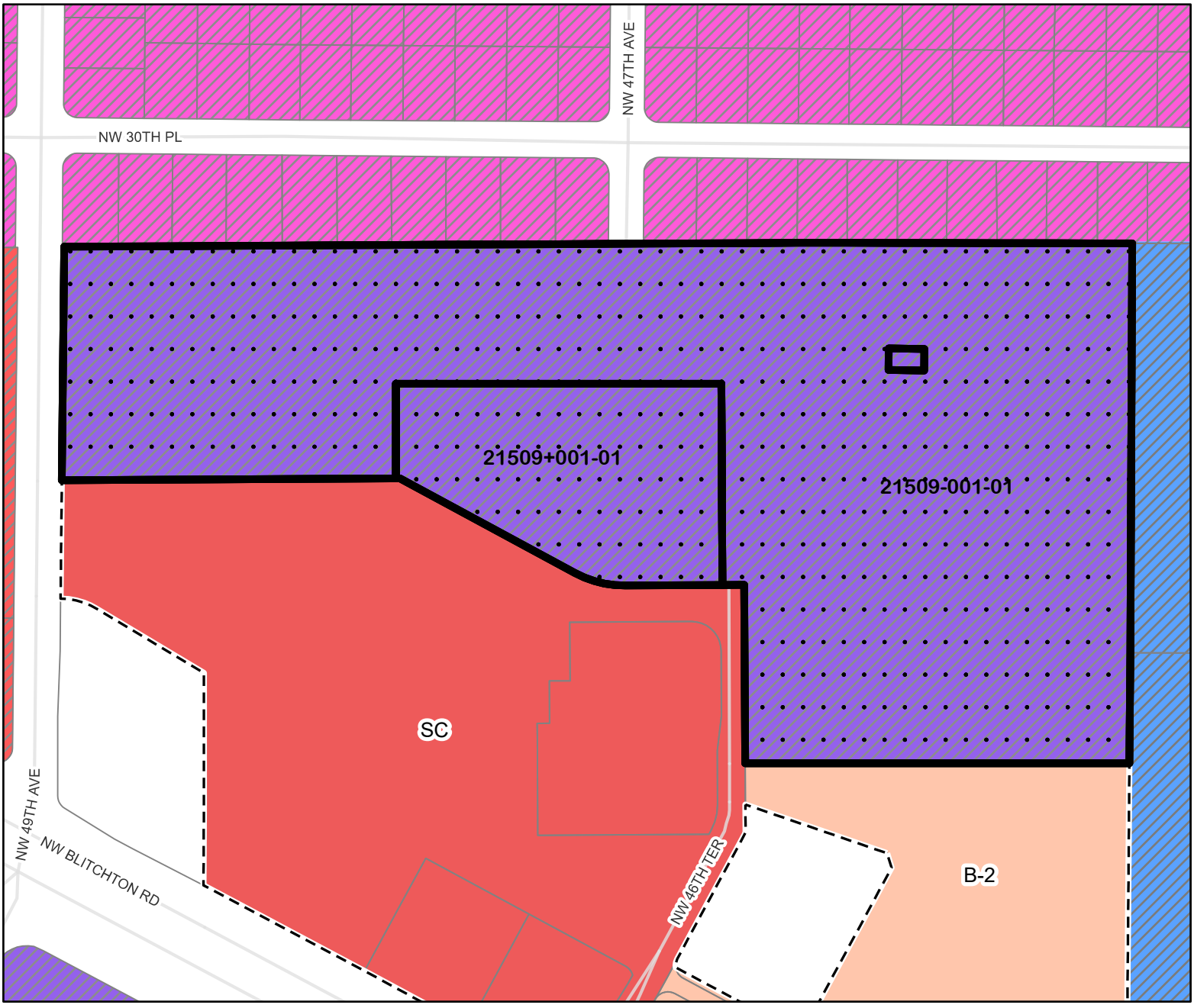
P&Z Meeting: July 8, 2024

Case Number: ZON24-45695
Parcel: 21509-001-01 & 21509+001-01

Property Size: Approximately 25.67 acres
Land Use Designation: Commercial (County)
Zoning: PUD, Planned Unit Development (County)
Proposal: A request to rezone from PUD, Planned Unit Development (County), to R-3, Multi-Family Residential (City)

Location Map





Subject Property
City Limits
A-1, General Agriculture (county)
B-2, Community Business (county)
PUD, Planned Unit Development (county)
R-1, Single Family Dwelling (county)
B-2:Community Business
SC:Shopping Center

0 500 Feet

N

OCALA

Prepared by the City of Ocala Growth Management Department
by kwirthlin on 6/20/2024

AERIAL MAP

P&Z Meeting: July 8, 2024

Case Number: ZON24-45695

Parcel: 21509-001-01 & 21509+001-01

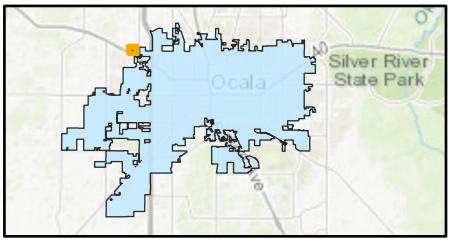
Property Size: Approximately 25.0 acres

Land Use Designation: Commercial (County)

Zoning: PUD, Planned Unit Development (County)

Proposal: A request to rezone from PUD, Planned Unit Development (County) to R-3, Multi-Family Residential (City)

Location Map





Subject Property

Parcels

City Limits

0 650 Feet

N

OCALA

Prepared by the City of Ocala Growth Management Department
by kwirthlin on 7/1/2024

Marion County
Board of County Commissioners

Growth Services

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

April 21, 2022

Mark Jank
Second Nine Partners, LLC.
2700 Trillium Ridge #4218
The Villages, FL 32163

RE: PUD Rezoning Case Application No. 220312Z
Application Request No. 27849

To Whom It May Concern:
We are sending this letter to inform you that your request for zoning change from B-4 (Regional Business) to PUD (Planned Unit Development) regarding the Foxwood Commons PUD Development project on a 25.66 acre portion of parcel 21509-000-00 was approved by the Board of County Commissioners on April 5, 2022.

Development conditions and Concept Plan are enclosed.

When contacting the Growth Services Department's Planning and Zoning Division about this action, please refer to file no. 220312Z.

Sincerely,

Tracy Straub, PE
Assistant County Administrator

ss

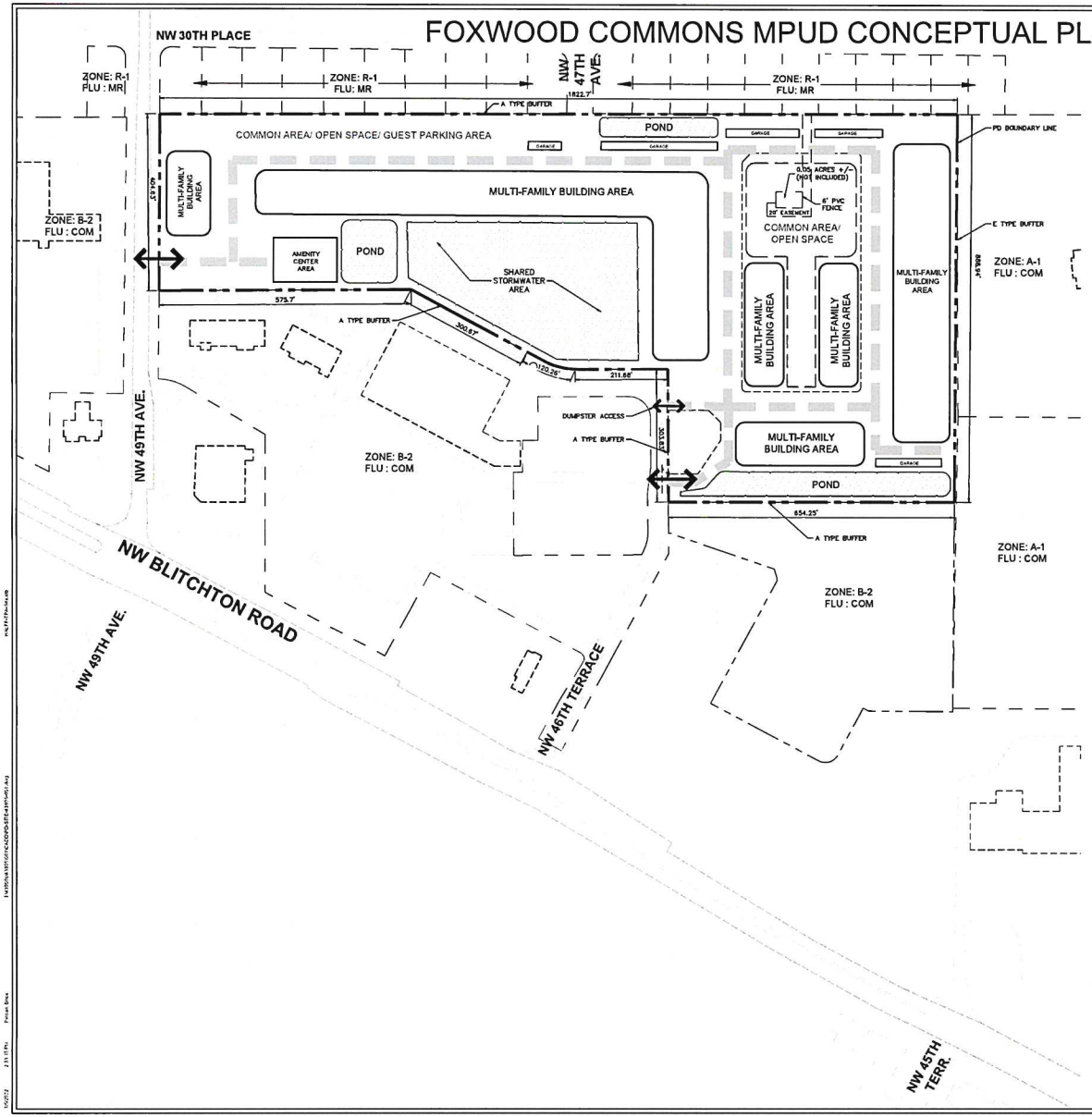
Enclosure: Development Conditions and Concept Plan

cc: Isabelle Albert, AICP, Halff Associates, Inc.

220312Z (Foxwood Commons) Development Conditions:

1. The PUD shall consist of a total of 396 dwellings units and accompanying accessory amenities (e.g., clubhouse, pool, sport court, playground, stormwater open space, dog park, and tree grove) consistent with the Marion County Land Development Code, the PUD Application, and PUD Concept Plan (Dated January 2022; attached).
2. Building heights shall be limited to 50'.
3. Prior to completion and approval of the final PUD Master Plan, the project Traffic Study shall be completed to the satisfaction of the County Engineer and Planning director, adequate provision shall be made for the coordination of the improvements with the PUD.
4. All roads, parking lots, and sidewalks shall meet the requirements of the Marion County Land Development Code.
5. The PUD shall provide 20% Open Space.
6. All project development shall be served by Marion County Utilities for central potable water and central sanitary sewer services. Adequate capacity shall be demonstrated prior to the approval of Improvement Plans.
7. The northern buffer shall be a no touch buffer of the existing treeline, any thin or bare spots shall be supplemented with additional trees. All other buffers shall comply with the Marion County Land Development Code.
8. All project-wide walls, fences, and buffers, including all vegetative plantings, shall be installed and maintained in perpetuity consistent with professionally accepted landscape practices, unless & until modified through the appropriate Land Development Code PUD Amendment Process.
9. Prior to any potential application to annex into the City of Ocala, the property owner must enter into a protection and maintenance agreement to the satisfaction of the Environmental Services Director concerning the on-site MCU well.
10. The final PUD Master Plan shall require approval by the Marion County Board of County Commissioners, including being duly noticed and advertised consistent with the Land Development Codes notice provisions at the applicant's expense.

FOXWOOD COMMONS MPUD CONCEPTUAL PLAN



N

0 120' 240'

SCALE: 1"= 120'

LEGEND

- PD BOUNDARY
- PARCEL LINES
- EXISTING STRUCTURE
- VEHICULAR ACCESS
- PROPOSED BUILDING ENVELOPE



PD SITE DATA

PARCEL ID:	21509-000-00
AREA W/ OUT WELL:	25.66 ACRES
EXISTING ZONING:	B-2 (COMMUNITY BUSINESS)
PROPOSED ZONING:	PUD
EXISTING FLU:	COM (COMMERCIAL)
PROPOSED FLU:	UR (URBAN RESIDENTIAL) PENDING APPLICATION
EXISTING USE:	VACANT
PROPOSED USE:	MULTI-FAMILY APARTMENTS
MIN. OPEN SPACE REQUIRED:	20%
PROPOSED OPEN SPACE:	20%
NUMBERS OF UNITS:	396
ALLOWABLE DENSITY:	18 DU/AC
PROPOSED DENSITY:	15 DU/AC

DEVELOPMENT STANDARDS

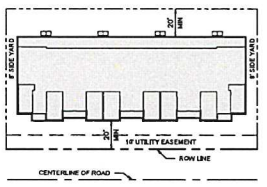
FRONT:	20' MIN
SIDE:	8' MIN
REAR:	20' MIN
MAX. BLDG. HEIGHT:	50' MAX
BUILDING SEPARATION:	10' MIN

SITE NOTES

1. HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED TO MAINTAIN ALL STORM WATER, OPEN SPACE, AND PRIVATE ROADS.
2. SIDEWALKS WILL BE PROVIDED PER CODE.

LEGAL DESCRIPTION

PROPOSED.



TYPICAL MULTI-FAMILY LOT DETAIL

N.T.S.

Project Name: FOXWOOD COMMONS APARTMENTS
MARION COUNTY, FLORIDA

Prepared For: UNITED AMERICAN REALITY CORPORATION

HALFF
1000 N. ASHLEY DRIVE, SUITE 900
TAMPA, FLORIDA USA 33602
Phone 813.620.4580 Fax 813.620.4590
www.HALFF.com
FL CA 33380 FL LC 26000645

Revision No.	Date	Description

Project No.:	43805.001
Issued:	JANUARY 2022
Drawn By:	JHM
Checked By:	AJ
Scale:	1" = 120'

Sheet Title: CONCEPT PLAN

Sheet Number: 1 OF 1

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - 13-6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE: (352) 405-1402 FAX: (888) 272-4333 www.JCHcg.com

FOXWOOD III

A PLANNED UNIT DEVELOPMENT
(A PRIVATE COMMERCIAL SUBDIVISION)

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

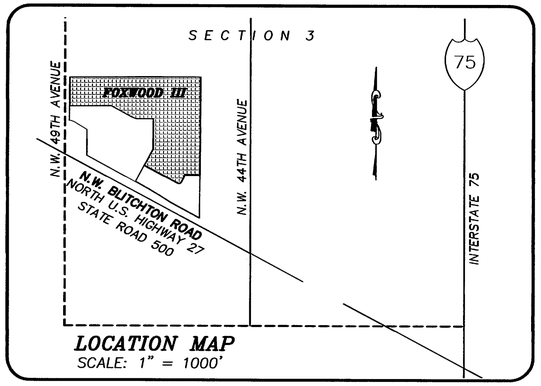
PLAT BOOK 14, PAGE 197
SHEET 1 OF 2

NOTES:

1. ADVISORY NOTICE ~ ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12083C504E, MARION COUNTY, FLORIDA DATED APRIL 19, 2017, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" – AN AREA OF MINIMAL FLOODING. THE FLOODING LIMITS HAVE BEEN IDENTIFIED HEREIN AS CURRENTLY ESTABLISHED AT THE TIME OF THE 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.
2. THE SITE'S FUTURE LAND USE DESIGNATION IS COMMERCIAL AND URBAN RESIDENTIAL; THE ZONING IS B-2 (COMMUNITY BUSINESS) AND PUD (PLANNED UNIT DEVELOPMENT), RESPECTIVELY.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF N.89°41'59"E. ALONG THE NORTH BOUNDARY LINE OF TRACT "G" OF THE SHOPS AT FOXWOOD PER PLAT BOOK 12, PAGES 3 THROUGH 6.
4. ALL OF THE LAND DESCRIBED ON THIS PLAT IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
5. NO LOT SHALL BE DIVIDED OR RESUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR UNTIL A REPLAT IS FILED WITH MARION COUNTY, FLORIDA, WHICH REPLAT COMPLIES WITH THE PROVISIONS OF THE LAND DEVELOPMENT CODE. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY, FLORIDA.
6. COUNTY OFFICIALS EMPLOYED BY THE COUNTY BUILDING AND ZONING DEPARTMENT, COUNTY ENVIRONMENTAL HEALTH DEPARTMENT AND THE COUNTY ENGINEERING DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS INCLUDED IN THIS PLAT FOR THE PURPOSES OF INSPECTING ANY AND ALL FACILITIES, STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS IN ORDER TO ASSURE THAT THE SAME ARE IN KEEPING WITH THE PUBLIC SAFETY, HEALTH AND GENERAL WELFARE.
7. ALL TRAFFIC SIGNS INCLUDING STREET NAME SIGNS ARE TO BE MAINTAINED BY THE ADMINISTRATOR AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
8. WHEREVER IN THIS PLAT REFERENCE IS MADE TO THE DEVELOPER'S "DESIGNATED SUCCESSORS AND ASSIGNS", SUCH REFERENCE SHALL MEAN AND REFER TO THOSE SUCCESSORS OR ASSIGNS OF THE DEVELOPER TO WHOM THE DEVELOPER HEREAFTER TRANSFERS IN WRITING A SPECIFIC RIGHT RESERVED TO THE DEVELOPER IN THIS PLAT, WHICH SAID WRITING MAKES SPECIFIC REFERENCE TO THE PLAT NOTE ON THIS PLAT THAT RESERVES TO THE DEVELOPER THE RIGHT BEING TRANSFERRED, AND WHICH SAID WRITING IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
9. THIS PLAT CONTAINS TWO (2) LOTS, TWO (2) TRACTS, AND 0 MILES OF ROAD.
10. ALL DISTANCES SHOWN HEREON ARE GROUND.
11. THIS PLAT IS 2 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR LEGAL DESCRIPTION, DEVELOPER ACKNOWLEDGEMENTS & DEDICATION SEE SHEET 1, FOR BOUNDARY DETAIL AND LOT DIMENSIONS SEE SHEET 2..
12. PROPERTY IS LOCATED WITHIN THE SECONDARY ZONE OF THE SPRINGS PROTECTION ZONE.
13. DRIVEWAY ACCESS TO ALL CORNER LOTS SHALL BE 50' OR 1/2 THE LOT WIDTH FROM PAVEMENT P.T., WHICHEVER IS LESS.
14. FIRE PROTECTION IN ACCORDANCE WITH THE MARION COUNTY LAND DEVELOPMENT CODE WILL BE PROVIDED VIA THE CENTRAL POTABLE WATER SYSTEM FOR THIS PROJECT.
15. IF ANY PROVISION OF THIS PLAT IS INVALID OR UNENFORCEABLE, ALL PROVISIONS OF THIS PLAT OTHER THAN SUCH INVALID OR UNENFORCEABLE PROVISION SHALL CONTINUE IN FULL FORCE AND EFFECT. IF THE APPLICATION OF ANY PROVISION OF THIS PLAT TO ANY PARTICULAR PERSON OR CIRCUMSTANCE IS INVALID OR UNENFORCEABLE, ALL VALID AND ENFORCEABLE PROVISIONS OF THIS PLAT SHALL APPLY FULLY TO ALL PERSONS AND CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH SUCH APPLICATION IS INVALID OR UNENFORCEABLE.
16. THIS PLAT DEPICTS A SURVEY PERFORMED FOR THE SPECIFIC PURPOSE OF RECORDING A SUBDIVISION PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.
17. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
18. UTILITY EASEMENTS ARE SHOWN BY DASHED LINES ON THE ATTACHED PLAT. ALL PUBLIC UTILITY COMPANIES AND GOVERNMENTAL AGENCIES ARE GRANTED THE RIGHT TO INSTALL AND MAINTAIN UTILITIES AND DRAINAGE FACILITIES IN THE EASEMENTS.
19. STATE PLANE COORDINATES BASED ON C.O.E.D. G.P.S. CONTROL POINTS 0009 AND 0010, NAD-83 (1990 ADJUSTMENT).
20. ALL LOTS SHALL USE SUBDIVISION'S INTERNAL ROADWAYS FOR VEHICLE/DRIVEWAY ACCESS. DIRECT VEHICLE/DRIVEWAY ACCESS THROUGH LOTS TO U.S. HIGHWAY 27 IS PROHIBITED.
21. 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.
22. 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 ASSESSMENTS AS MAY BE PERMITTED BY LAW TO FINANCE 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.
23. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
24. STORMWATER RUNOFF GENERATED FROM THE IMPROVEMENTS ASSOCIATED WITH THIS PLAT ARE DISCHARGED INTO LANDS AS IDENTIFIED ON THE IMPROVEMENT PLANS AS APPROVED BY MARION COUNTY FOR THE DEVELOPMENT OF THIS SUBDIVISION.
25. ADVISORY NOTICE: ACKNOWLEDGEMENT OF CONTIGUOUS SUSTAINABLE AGRICULTURAL LAND.
THE DEVELOPER, SUCCESSORS, AND ASSIGNS, 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."
26. SUBJECT PARCEL IS ENCUMBERED BY MORTGAGE FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY IN FAVOR OF THE PARK AVENUE BANK, RECORDED IN BOOK 4253, PAGE 568, ASSIGNED IN BOOK 4892, PAGE 1547, AMENDED AND RESTATED IN BOOK 4892, PAGE 1550, MODIFIED IN BOOK 5455, PAGE 681, MODIFIED IN BOOK 5488, PAGE 1226, MODIFIED IN BOOK 5872, PAGE 215 AND MORTGAGE/MODIFICATION RENEWAL AGREEMENT IN BOOK 6718, PAGE 1076.
27. IN ADDITION TO THE DEVELOPER'S RIGHTS AS SET FORTH IN OR BOOK 6411, PAGE 1447, THE DEVELOPER ALSO DEDICATES AND ALLOCATES THE AREA OUTSIDE OF TRACT B, BUT WITHIN THE DRAINAGE EASEMENT AREA REFERENCED IN OR BOOK 6411, PAGE 1447, TO AND FOR THE EXCLUSIVE USE OF LOT 2 TO PROVIDE ADDITIONAL DRAINAGE RETENTION AND SURFACE WATER MANAGEMENT FOR THE BENEFIT OF SAID LOT 2.

PREPARED BY: JCH CONSULTING GROUP, INC. 426 S.W. 15TH STREET, OCALA, FL, 34471

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND IN CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY MARION COUNTY.
JOHN R. ARCHER JR. P.S.M. 5531
5/16/22



LOCATION MAP
SCALE: 1" = 1000'

DESCRIPTION:

A PORTION OF TRACT G OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT "G"; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID TRACT G THE FOLLOWING FOUR (4) COURSES: (1) S.00°30'33"W., 697.58 FEET; (2) THENCE N.89°12'50"E., 3.12 FEET; (3) THENCE S.00°28'52"W., 661.59 FEET; (4) THENCE S.00°28'40"W., 7.94 FEET TO THE NORTHEASTERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT AS RECORDED IN PLAT BOOK 12, PAGES 161 THROUGH 163 INCLUSIVE OF PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE, ALONG THE NORTHERLY BOUNDARY LINE OF SAID SHOPS AT THE FOXWOOD REPLAT THE FOLLOWING SIX (6) COURSES: (1) THENCE N.89°31'20"W., 192.61 FEET; (2) THENCE N.61°52'28"W., 14.00 FEET; (3) THENCE S.28°07'32"W., 122.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF S.73°07'32"W., 46.67 FEET; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.84 FEET TO A POINT OF TANGENCY; (5) THENCE N.61°52'28"W., 522.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 37°08'09", AND A CHORD BEARING AND DISTANCE OF N.09°49'25"E., 15.92 FEET; (6) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 16.20 FEET TO THE END OF SAID CURVE AND THE NORTHERLY MOST CORNER OF SAID PLAT OF SHOPS AT FOXWOOD REPLAT; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, ALONG THE WESTERLY AND SOUTHERLY BOUNDARY LINE OF SAID TRACT "G" THE FOLLOWING SIX (6) COURSES: (1)N.28°23'29"E., 243.40 FEET; (2) THENCE N.00°18'01"W., 421.99 FEET; (3) THENCE S.89°41'59"W., 202.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 178.00 FEET, A CENTRAL ANGLE OF 28°41'40", AND A CHORD BEARING AND DISTANCE OF N.75°57'12"W., 88.22 FEET; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.14 FEET TO A POINT OF TANGENCY; (5) THENCE N.61°36'22"W., 338.70 FEET; (6) THENCE S.89°41'59"W., 575.70 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT "G"; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, ALONG THE EASTERLY RIGHT OF WAY LINE OF NW 49TH AVENUE (HAVING A 80' RIGHT OF WAY), N.00°35'51"E., 397.70 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT "G"; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, ALONG SAID NORTHERLY BOUNDARY LINE OF SAID TRACT "G" THE FOLLOWING THREE (3) COURSES: (1) N.89°41'59"E., 1,209.26 FEET; (2) THENCE N.89°43'30"E., 68.90 FEET; (3) THENCE S.89°53'54"E., 540.22 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 33.67 ACRES, MORE OR LESS.

LESS AND EXCEPT:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE ALONG THE NORTHERLY BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 3, S89°25'15"E, A DISTANCE OF 40.02 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 49TH AVENUE (BEING 80.00 FEET WIDE); THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG SAID EASTERLY RIGHT OF WAY LINE, N00°37'56"E, A DISTANCE OF 88.86 FEET TO THE N.W. CORNER OF "SHAMROCK ADVENTURE LX" AS PER PLAT THEREOF, RECORDED IN PLAT BOOK '9', PAGE 133 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N00°35'51"E, A DISTANCE OF 599.51 FEET TO THE S.W. CORNER OF "QUAIL MEADOW" AS RECORDED IN PLAT BOOK 'Y', PAGES 89 THROUGH 91 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE SOUTHERLY BOUNDARY OF SAID "QUAIL MEADOW", N89°41'59"E, A DISTANCE OF 1209.26 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, S00°01'12"E, A DISTANCE OF 176.51 FEET; THENCE S89°40'57"E, A DISTANCE OF 196.46 FEET TO THE N.W. CORNER OF LANDS DESCRIBED AS "WELL SITE PROPERTY" IN OFFICIAL RECORDS BOOK 3854, PAGE 1610 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA , SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LANDS, S89°07'12"E, A DISTANCE OF 60.67 FEET TO THE N.E. CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LANDS, S00°57'19"E, A DISTANCE OF 36.95 FEET TO THE S.E. CORNER OF SAID LANDS; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, N88°58'38"W, A DISTANCE OF 60.41 FEET TO THE S.W. CORNER OF SAID LANDS; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID LANDS, N00°33'41"W, A DISTANCE OF 36.80 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.05 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 05/16/22
CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
426 SW 15TH STREET, OCALA, FLORIDA 34471

DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT MARK A. JANK, MANAGER OF SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED TO BE MADE THE PLAT OF "FOXWOOD III", THE SAME BEING A SUBDIVISION OF LAND HEREON DESCRIBED; TRACTS "A" & "B" AND THE INGRESS, EGRESS, DRAINAGE AND UTILITY EASEMENTS DEPICTED HEREON, TOGETHER WITH ALL IMPROVEMENTS THEREON SHALL BE PRIVATE PROPERTY AND ARE HEREBY DEDICATED TO AND MAINTAINED BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST. 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 PRIVATE STREETS. 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. MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON STORMWATER AND DRAINAGE FACILITIES WITHIN THE SUBDIVISION 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 SUBDIVISION SHALL BE SUBJECT TO A PERPETUAL RIGHT OF WAY EASEMENT HEREIN GRANTED FOR INGRESS AND EGRESS BY SANITATION, POSTAL, FIRE, LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICES, MARION COUNTY, AND CITY OF OCALA UTILITY PERSONNEL, PROVIDING SERVICE TO THE SUBDIVISION; AND THAT THE UTILITY EASEMENTS NOTED OR DEPICTED HEREON ARE RESERVED EXCLUSIVELY FOR SUCH USES BY THE UTILITIES (MUNICIPAL, GOVERNMENTAL, AND PRIVATE), TO WHOM RIGHTS IN SUCH EASEMENTS SHALL BE GRANTED FROM TIME TO TIME BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST, AND THAT NO OTHER OBLIGATION IS IMPOSED UPON MARION COUNTY OR ANY OTHER PUBLIC BODY FOR IMPROVEMENT OR MAINTENANCE OF THE STORMWATER DRAINAGE FACILITIES OR EASEMENTS.

WITNESSES:
Marionne Andrews
WITNESS SIGNATURE
PRINT NAME: Marionne Andrews
Micah Mimbs
WITNESS SIGNATURE
PRINT NAME: Micah Mimbs

DEVELOPER AND OWNER:
SECOND NINE PARTNERS, LLC.
By: _____
MARK A. JANK, MANAGING MEMBER
DEVELOPER'S ADDRESS:
2700 TRILLIUM RIDGE #4218
THE VILLAGES, FL 32163

NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MARION

THE FOREGOING DEVELOPER'S ACKNOWLEDGEMENT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF (PHYSICAL PRESENCE) OR ONLINE NOTARIZATION, THIS 13TH DAY OF MAY, 2022 BY MARK A. JANK, AS MANAGING MEMBER OF SECOND NINE PARTNERS, LLC., A FLORIDA LIMITED LIABILITY COMPANY ON BEHALF OF THE COMPANY. HE IS PERSONALLY KNOWN TO ME.

_____ NOTARY PUBLIC
GERARD DAVIS PRINT NAME:
GERARD DAVIS
Commission # HH 015274
Expires June 28, 2024
Bonded thru Budget Notary Services

APPROVAL BY COUNTY OFFICIALS-DEVELOPMENT REVIEW COMMITTEE:

BY: _____ COUNTY ENGINEERING
BY: _____ COUNTY FIRE SERVICES
BY: _____ COUNTY GROWTH SERVICES
BY: _____ COUNTY SURVEYOR
BY: _____ COUNTY UTILITIES
BY: _____ COUNTY BUILDING SAFETY

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS:

THIS IS TO CERTIFY THAT ON THE 18TH DAY OF May 2022 THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

BY: _____
CARL ZALAK III, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS,
MARION COUNTY, FLORIDA.

ATTEST: _____ 5/18/22 @ 4:30pm
GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT

BCC SEAL:
CLERK SEAL:

CLERK OF CIRCUIT COURT

I, CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA, DO HEREBY ACCEPT THIS PLAT OF "FOXWOOD III" FOR RECORDING. THIS PLAT FILED FOR RECORD THIS 18TH DAY OF May, 2022 AT 4:30 AM/PM AND RECORDED ON PAGE 197 OF PLAT BOOK 14 IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA.

BY: _____
GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT

CLERK SEAL:

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1402 FAX (888) 272-8335 www.JCHcg.com

FOXWOOD III

A PLANNED UNIT DEVELOPMENT (A PRIVATE COMMERCIAL SUBDIVISION)

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

PLAT BOOK 14, PAGE 198
SHEET 2 OF 2

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

NORTH

N.1777580.16
E.591863.05
NW CORNER OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
FOUND 8" OCTAGONAL MONUMENT (MARION COUNTY)

NORTH BOUNDARY LINE OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

NW 30TH PLACE

"QUAIL MEADOW"
PLAT BOOK Y, PAGES 89-91
LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10
BLOCK "S"

NORTHWESTERLY CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775402.38
E.591880.59

SOUTH BOUNDARY LINE OF QUAIL MEADOW
N89°41'59"E 1209.26'

NW 47TH AVENUE

BLOCK "X"
LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 LOT 13

N89°43'30"E 68.90'
N.1775408.72
E.593089.84

FOUND 4"X4" CONCRETE MONUMENT (LS 1918)
N.1775409.05
E.593158.73

S89°53'54"E 540.22'

ZONING: SINGLE FAMILY DWELLING (R-1)
LAND USE: MEDIUM RESIDENTIAL DENSITY (MR)

POINT OF BEGINNING
NORTHEAST CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775408.09
E.593698.95
FOUND 5/8" IRON ROD & CAP (LS 1918)

EASTERLY-RIGHT OF WAY LINE OF NW 49TH AVENUE

NW 49TH AVENUE (80' RIGHT OF WAY)
N00°35'51"E 397.70'

40' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 3854, PG 1618

20' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 1399, PG 129

S00°01'12"E 176.51'

SEE DETAIL "A"

N.1775228.24
E.593345.24

20' WATERLINE & FACILITIES EASEMENT PER O.R. BOOK 3854, PG 1610

POINT OF BEGINNING EXCEPTION
N.1775229.17
E.593284.57
S89°40'57"E 196.46'

EXCEPTION
2,222 S.F. - 0.05 AC.
PARCEL ID: 21509-001-00
OWNER: MARION COUNTY
ADDRESS: 2951 N.W. 47TH AVENUE
OCALA, FL 34471

L1 L2 L3 L4

N.1775192.36
E.593284.21

N.1775191.29
E.593344.62

20' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 3854, PG 1618

20.0' INGRESS, EGRESS & UTILITY EASEMENT PER O.R. BOOK 2719, PG 99, CORRECTED IN O.R. BOOK 3854, PG 1601, AND IN O.R. BOOK 3854, PG 1610

100' PRIMARY WELL HEAD PROTECTION AREA

500' SECONDARY WELL HEAD PROTECTION AREA

N90°00'00"E 554.29'

N00°00'00"E 161.27'

DRAINAGE RETENTION AREA

TRACT A
158,539 S.F.
3.64 AC.

N00°18'01"W 342.85'

WEST BOUNDARY LINE OF THE NW 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

N00°35'38"E 2865.86'

568.84'
S89°41'59"W 575.70'

N.1775007.72
E.592452.14

6.86'

SOUTHWESTERLY CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775004.70
E.591876.45

N00°33'51"E 201.81'

SOUTHERLY BOUNDARY OF TRACT G "SHOPS AT FOXWOOD" (PLAT BOOK 12, PAGES 3-6)

N61°36'22"W 338.70'

N.1774846.66
E.592750.09

165.70'
S89°41'59"W 202.78'

N.1774825.25
E.592835.67

L=89.14'
R=178.00'
Δ=28°41'40"
CB=N75°57'12"W
CH=88.22'

N.1774826.31
E.593038.45

TRACT A

1000' TERTIARY WELL HEAD PROTECTION AREA

NORTHERLY BOUNDARY OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

N89°12'50"E 3.12'
N.1774710.58
E.593695.88

N.1774710.54
E.593692.75

88.86'
N00°37'56"E

N.1774714.46
E.591833.34
FOUND NAIL & DISC (LS 1918)
NW CORNER OF S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
FOUND 1/4" NAIL & DISC (LS 1918)

FOUND 4"X4" CONCRETE MONUMENT (LS 1918)
N89°25'15"W 40.02'

SHOPS AT FOXWOOD
(PLAT BOOK 12, PAGES 3-6)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

TRACT B

PUBLIC INGRESS-EGRESS AND UTILITY EASEMENT PER SHOPS AT FOXWOOD (PLAT BOOK 12, PAGES 3-6)

N.W. 46TH TERRACE
N00°18'01"W 421.89'
303.83'

N90°00'00"E 654.25'

70.37'

O.R. DRAINAGE EASEMENT BOOK 6411, PAGE 1447
N71°00'51"W 255.77'
47.79'

N.1774404.32
E.593040.67

LOT 1
959,464 S.F.
22.03 AC.

LOT 2
265,891 S.F.
6.10 AC.

TRACT F

NORTHERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)
N.1774190.20
E.592924.93

N16°58'01"W 25.77'

DRAINAGE RETENTION AREA
TRACT B
80,612 S.F.
1.85 AC.

N.W. 45TH TERRACE
N28°23'29"E 243.40'

N28°23'29"E 322.98'

L=16.20'
R=25.00'
Δ=37°08'09"
CB=N9°49'25"E
CH=15.92'

TRACT E

TRACT C

TRACT D

242.85'

N.1774174.51
E.592922.22

N61°52'28"W 522.63'

279.98'

N.1774049.28
E.593485.30

N89°31'20"W 192.61'

N.1774042.68
E.593497.65

N61°52'28"W 14.00'

S28°07'32"W 122.00'

N.1773941.69
E.593427.79

L=51.84'
R=33.00'
Δ=90°00'00"
CB=S73°07'32"W
CH=46.67'

TRACT G

LOT A

NORTHERLY BOUNDARY LINE OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)

LOT B

N.1773928.14
E.593383.13

SHOPS AT FOXWOOD REPLAT
(PLAT BOOK 12, PAGES 161-163)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

LOT F

(RIGHT OF WAY VARIES)
U.S. HIGHWAY NO. 27
N.W. BLITCHTON ROAD

S00°33'33"W 697.58'

NOT PLATTED
PARCEL ID: 21522-001-00
"SUSTAINABLE AGRICULTURAL LAND"

EASTERLY BOUNDARY OF TRACT G "SHOPS AT FOXWOOD" (PLAT BOOK 12, PAGES 3-6)

ZONING: GENERAL AGRICULTURE (A-1)
LAND USE: COMMERCIAL (COM)

188.11'

S00°28'52"W 661.59'

471.48'

NOT PLATTED
PARCEL ID: 21525-000-00

N.1774049.01
E.593690.32

S00°28'40"W 7.94'
NORTHEASTERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)
N.1774041.08
E.593690.26

PARCEL ID: 21517-000-00
LOT 2
"MARKETPLACE OF OCALA"
(PLAT BOOK 7, PAGE 81)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS & EGRESS OVER AND ACROSS PARKING, DRIVEWAYS AND SIDEWALKS PER O.R. BOOK 2144, PAGE 704 AND MODIFIED IN O.R. BOOK 2681, PG 1554

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°07'12"E	60.67
L2	S00°57'19"E	36.95
L3	N88°58'38"W	60.41
L4	N00°33'41"W	36.80

LEGEND UNLESS OTHERWISE NOTED

-\/-	= NOT TO SCALE
R	= RADIUS
L	= ARC LENGTH
Δ	= DELTA (CENTRAL ANGLE)
CH	= CHORD DISTANCE
CB	= CHORD BEARING
NO.	= NUMBER
N. E.	= NORTHING EASTING (STATE PLANE COORDINATES)
℄	= CENTERLINE OF RIGHT OF WAY
O.R.	= OFFICIAL RECORDS OF MARION COUNTY
R/W	= RIGHT OF WAY LINE
LB	= LICENSE BUSINESS
LS	= LAND SURVEYOR
PLS	= PROFESSIONAL LAND SURVEYOR
PG.	= PAGE
P.B.	= PLAT BOOK
P.T.	= POINT OF TANGENCY
A.E.	= ACCESS EASEMENT
D.E.	= DRAINAGE EASEMENT
U.E.	= UTILITY EASEMENT
AC.	= ACRES
(NR)	= NOT RADIAL
(X,XXX)	= SQUARE FOOTAGE AREA
⊡	= PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
■	= PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4" X 4" CONCRETE MONUMENT (LB 8071)
◎	= PERMANENT CONTROL POINT (P.C.P) SET NAIL & DISC P.C.P. (LB 8071)
◉	= PERMANENT CONTROL POINT (P.C.P. FOUND 5/8" NAIL & DISC (LB 5091)

DETAIL "A"
SCALE 1"=50'

POINT OF BEGINNING EXCEPTION
N.W. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S89°40'57"E 196.46'
L1 L2 L3 L4
EXCEPTION
2,233 S.F.
0.05 AC.
20'
N.E. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
EASTERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S.E. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
WESTERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S.W. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
NORTHERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
EXCEPTION
LANDS DESCRIBED AS "WELL SITE PROPERTY" IN O.R. BOOK 3854, PAGE 1610

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 05/06/22
CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
426 SW 15TH STREET, OCALA, FLORIDA 34471

SETBACKS:

MINIMUM FRONT SETBACK:	40 FEET (65 FEET WITH GAS PUMP)
MINIMUM REAR SETBACK:	25 FEET
MINIMUM SIDE SETBACK:	10 FEET (65 FEET WITH GAS PUMP)
ACCESSORY STRUCTURES:	8 FEET EXCEPT FOR GAS PUMPS OR ISLAND REQUIRE 25 FEET SETBACK, GAS PUMP CANOPIES MY PROTRUDE 10 FEET INTO A REQUIRED SETBACK

NOTE:
THIS PLAT IS 2 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR LEGAL DESCRIPTION, DEDICATION, NOTES AND ACKNOWLEDGEMENTS SEE SHEET 1, FOR BOUNDARY AND LOT DIMENSIONS SEE SHEET 2.

PREPARED BY: JCH CONSULTING GROUP, INC. 426 S.W. 15TH STREET, OCALA, FL. 34471

File #: 2024-1634 Agenda Item #: d.

Second Nine Partners, LLC / ANX24-45696

Petitioner: Second Nine Partners, LLC
Agent: Tillman & Associates Engineering, LLC
Planner: Andrew Gray 352-629-8305
agray@ocalafl.gov

A request annexation for property located approximately 300-feet north of the intersection at US Highway 27 and NW 46th Terrace, Drainage Retention Area Tract B of the Foxwood III Replat (P.B. 14 Pg. 197), (Parcel 21509+001-02), approximately 1.85 acres.

Recommended Action: Approval

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, August 8, 2024,** City Council meeting and second and final hearing at the **Tuesday, August 20, 2024** City Council meeting.

Submitted By: Andrew Gray

Presentation By: Andrew Gray

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Introduce Ordinance 2024-XX to annex approximately 1.85 acres for property located approximately 300-feet north of the intersection at US Highway 27 and NW 46th Terrace, Drainage Retention Area Tract B of the Foxwood III Replat (P.B. 14 Pg. 197) (Parcel 21509+001-02) (Case ANX24-45696) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner: Second Nine Partners LLC
- Property Owner: Second Nine Partners LLC
- Agent: Tillman & Associates Engineering, LLC

The surrounding commercial property has all been annexed. Further, the Declaration of Easements with Covenants Affecting Land for the Shops at Foxwood Replat indicates that the subject property is a portion of the DRA Easement Area (subject to a perpetual, non-exclusive easement for the drainage and discharge of surface storm water runoff) in support of Shops at Foxwood Replat as well as a portion of Tract G, Shops at Foxwood (now known as Lot 2, Foxwood III).

The subject property has been developed with a drainage retention area which collects stormwater runoff and allows for up to 80% impervious area on the lots within the Shops at Foxwood Replat. Pursuant to Section 4 of the aforementioned declaration, maintenance of the drainage retention area is the responsibility of the Association or benefitting lot owners. The current use of the subject property depicted on the Foxwood III plat is indicated to be a drainage retention area. Therefore, it will likely not be developed in the future with any permitted uses within the B-2 zoning district.

The subject property is in unincorporated Marion County and the petitioner is requesting to annex the property into the City to eliminate the enclave created by annexation of all the adjacent properties. Additionally, the request to annex the property into the City would result in the property being located within the same jurisdiction as the lots which it is designed and constructed to support. The petitioner has submitted concurrent applications for a land use change to Low Intensity (Case: LUC24-45697) and rezoning to B-2, Community Business (Case: ZON24-45698).

FINDINGS AND CONCLUSIONS: The subject property is contiguous to the City limits, and the annexation into the City limits eliminates an enclave. The current use of the subject property

depicted on the Foxwood III plat is indicated to be a drainage retention area. Therefore, it will likely not be developed in the future with any permitted uses within the B-2 zoning district. Adequate public facilities exist to service the subject properties. The annexation request will not adversely affect the community's health, safety, convenience, prosperity, or general welfare. Staff recommends approval.

FISCAL IMPACT: N/A

ALTERNATIVES:
- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS:
- Staff Report
- Case Map
- Aerial Map

ORDINANCE 2024-XX

AN ORDINANCE ANNEXING TO THE CITY OF OCALA, FLORIDA CERTAIN PROPERTY LOCATED APPROXIMATELY 300-FEET NORTH OF THE INTERSECTION AT US HWY 27 AND NW 46TH TER (PARCEL 21509+001-02), APPROXIMATELY 1.85 ACRES (ANX24-45696), MARION COUNTY, FLORIDA, PURSUANT TO CHAPTER 171, FLORIDA STATUTES, PROVIDING FOR TERMS AND CONDITIONS OF SAID ANNEXATION, DESCRIBING THE AREA TO BE ANNEXED; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, owners of real property to an unincorporated area of Marion County which is contiguous to the City of Ocala, Florida, have petitioned the City Council of the City of Ocala that said property be annexed to the City of Ocala, Florida, in accordance with Section 171.044, Florida Statutes; and

WHEREAS, it has been determined by the City Council of the City of Ocala, Florida, that the petition bears the signature of all owners of property in the area proposed to be annexed.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

Section 1. City Council of the City of Ocala, Florida in accordance with the powers given and granted to said City of Ocala in and by Chapter 171, Florida Statutes, does hereby redefine the boundary lines of the City of Ocala, so as to include therein the property contiguous thereto and described as follows:

SECTION 03, TOWNSHIP 15, RANGE 2, PLAT BOOK 014 PAGE 197FOXWOOD III, TRACT B- WRA

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect

the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the property described in Section 1 of this ordinance be annexed; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

By: _____
Angel B. Jacobs
City Clerk

CITY OF OCALA

By: _____
Barry Mansfield
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2024.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2024-XX
Introduced: Click or tap to enter a date.
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

Staff Report

Case No. ANX24-45696
Planning & Zoning Commission: July 8, 2024
City Council (1st Reading): August 6, 2024
City Council (Adoption): August 20, 2024

Petitioner: Second Nine Partners, LLC

Property Owner: Second Nine Partners, LLC

Agent: Tillman & Associates Engineering, LLC

Project Planner: Andrew Gray

Applicant Request: Annexation of one parcel, consisting of an enclave of 1.85 acres, from unincorporated Marion County for continued use as a DRA in support of Foxwood III and Shops at Foxwood Replat.

Existing Future Land Use: Commercial (County)

Proposed Future Land Use: Low Intensity (City)

Existing Zoning District: B-2, Community Business (County)

Proposed Zoning District: B-2, Community Business (City)

Parcel Information

Acres: ± 1.85 acres

Parcel(s)#: 21509+001-02

Location: Approximately 300-feet north of the intersection at US Highway 27 and NW 46th Terrace.

Existing use: Drainage Retention Area (DRA)

Overlay(s): N/A

Adjacent Property Information

Direction	Future Land Use	Zoning District	Current Use
North	Low Intensity (City)	B-2, Community Business (City)	Proposed Hotel (Staybridge Suites)
South	Low Intensity (City)	B-2, Community Business (City)	Proposed Drive-through restaurant (Starbucks) and Financial Institution (Fifth Third Bank)
East	Low Intensity (City)	B-2, Community Business (City)	Proposed Hotel (Staybridge Suites)
West	Low Intensity (City)	SC, Shopping Center (City)	Vacant Commercial Shopping Center (Shops at Foxwood)

Background:

The subject property, identified by Parcel Identification Number 21509+001-02, contains approximately 1.85 acres, and is generally located just north of US Hwy 27 (NW Blitchton Rd) on NW 46th Ter and an internal subdivision frontage road associated with the Shops at Foxwood Replat. The subject property is identified as Tract B of the recorded plat of Foxwood III (Plat Book 14, Page 197), as recorded on May 18, 2022. The plat does not identify any restrictions on annexation and the subject property represents an enclave which is surrounded by the city limits on all sides.

The adjacent north and east acreage identified as Lot 2 on the subject plat and all the adjacent lots on the plat maps of the Shops at Foxwood and Shops at Foxwood Replat have been annexed and most are utilized for commercial purposes while several others have been approved for commercial development (drive-through restaurant, financial institution, and hotel). However, the Declaration of Easements with Covenants Affecting Land for the Shops at Foxwood Replat indicates that the subject property is a portion of the DRA Easement Area (subject to a perpetual, non-exclusive easement for the drainage and discharge of surface storm water runoff) in support of Shops at Foxwood Replat as well as a portion of Tract G, Shops at Foxwood (now known as Lot 2, Foxwood III).

The subject property has been developed with a drainage retention area which collects stormwater runoff and allows for up to 80% impervious area on the lots within the Shops at Foxwood Replat. Pursuant to Section 4 of the aforementioned declaration, maintenance of the drainage retention area is the responsibility of the Association or benefitting lot owners. During a site visit to the property, staff observed that the drainage retention area appears to be functioning as designed although somewhat overgrown.

The subject property is in unincorporated Marion County and the petitioner is requesting to annex the property into the City in order for the property to be in the same jurisdiction as the lots which it is designed and constructed to support. The petitioner has submitted concurrent applications for a land use change to Low Intensity (Case: LUC24-45697) and rezoning to B-2, Community Business (Case: ZON24-45698).

Staff Analysis

The subject property is contiguous to the city limits and the requested annexation eliminates an enclave. The existing use is permitted within the requested B-2 zoning district. Moreover, the subject property will be maintained by the Association and will not produce any additional demand for public facilities.

Factual Support

1. The requested rezoning is consistent with the following Objectives and Policies of the City of Ocala Comprehensive Plan:
    a. Future Land Use Element Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities, and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
        i. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation, and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.
    b. Future Land Use Element Policy 13.2: The City shall continue to enforce the provisions of the

Land Development Code that requires new development to pay for its share of existing or planned capital facilities through an impact fee charge, mobility fee, or other appropriate means.

c. Sanitary Sewer Sub-Element Policy 5.1: The City shall require that any land or development receiving sanitary sewer services from the City of Ocala will annex into the City if or when it becomes contiguous to the City.

d. Potable Water Sub-Element Policy 5.1: The City shall require that any land or development receiving potable water services from the City of Ocala will annex into the City if or when it becomes contiguous to the City.

2. The requested annexation is consistent with the following Sections of the City of Ocala Code of Ordinances:

   a. Section 122-246 – *Annexed territory*:

      (a) All territory which may be annexed to the city after the effective date of the ordinance from which this section is derived (May 8, 1992) shall be considered to be zoned in the zoning classification given it by the county zoning code; provided that if no such classification exists in the zoning ordinance of the city then the property shall be zoned within the city under that classification most closely corresponding to the existing county classification.

      (b) All annexed territory shall, at the earliest available date, be subject to the land use change process in order to bring the land use into compliance with the comprehensive plan. This process may result in a different land use designation and zoning classification.

3. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Level of Service Impact Analysis

Transportation: The subject property includes an interior location within the Shops at Foxwood located along US Hwy 27 (NW Blitchton Rd) and NW 49th Ave. The 2023 Congestion Management Data from the Ocala-Marion TPO for the affected roadway is provided below. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review.

Road/Street Name	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
US Hwy 27 (From NW 44th Ave to NW 49th Ave)	4	45 MPH	Arterial	D	55,700	21,700	B
US Hwy 27 (From NW 49th Ave to NW 60th Ave)	4	55 MPH	Arterial	D	55,700	18,100	B

Electric: The subject property is in the Ocala Electric Utility service territory.

Internet: Service is available. A City fiber optic cable runs along US Hwy 27 (NW Blitchton Rd), just south of the subject property.

Potable Water: Service is available. A City water main runs along US Hwy 27 as well as along the internal subdivision roads for Shops at Foxwood and Shops at Foxwood Replat. Connections would be determined during the site plan review and approval process although not necessary for the subject site.

Sanitary Sewer: Service is available. A City gravity main runs along US Hwy 27 as well as the internal subdivision roads for Shops at Foxwood and Shops at Foxwood Replat in the vicinity of the subject site. Connections would be determined during the site plan review and approval process although not necessary for the subject site.

Stormwater: The subject property is not located within a FEMA Flood Zone. Further, the subject site represents a drainage retention area in support of surrounding commercial lots (existing, proposed and future uses). This facility has presumably been designed to provide flood protection for a 100 year, 24-hour storm event.

Solid Waste: Trash pickup will be available when the property is annexed into city. Service is available to nearby properties within the City limits.

Fire Service: Ocala Fire Rescue Station #1, located at 505 NW Martin L King Ave, is approximately 3.7 miles and Ocala Fire Rescue Station #4, located at 3300 SW 20th St, is approximately 4.6 miles from the subject property.

Schools: This annexation is not anticipated to affect any school district.

Staff Recommendation:	***Approval***

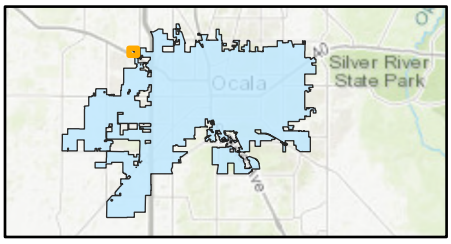
ANNEXATION CASE MAP

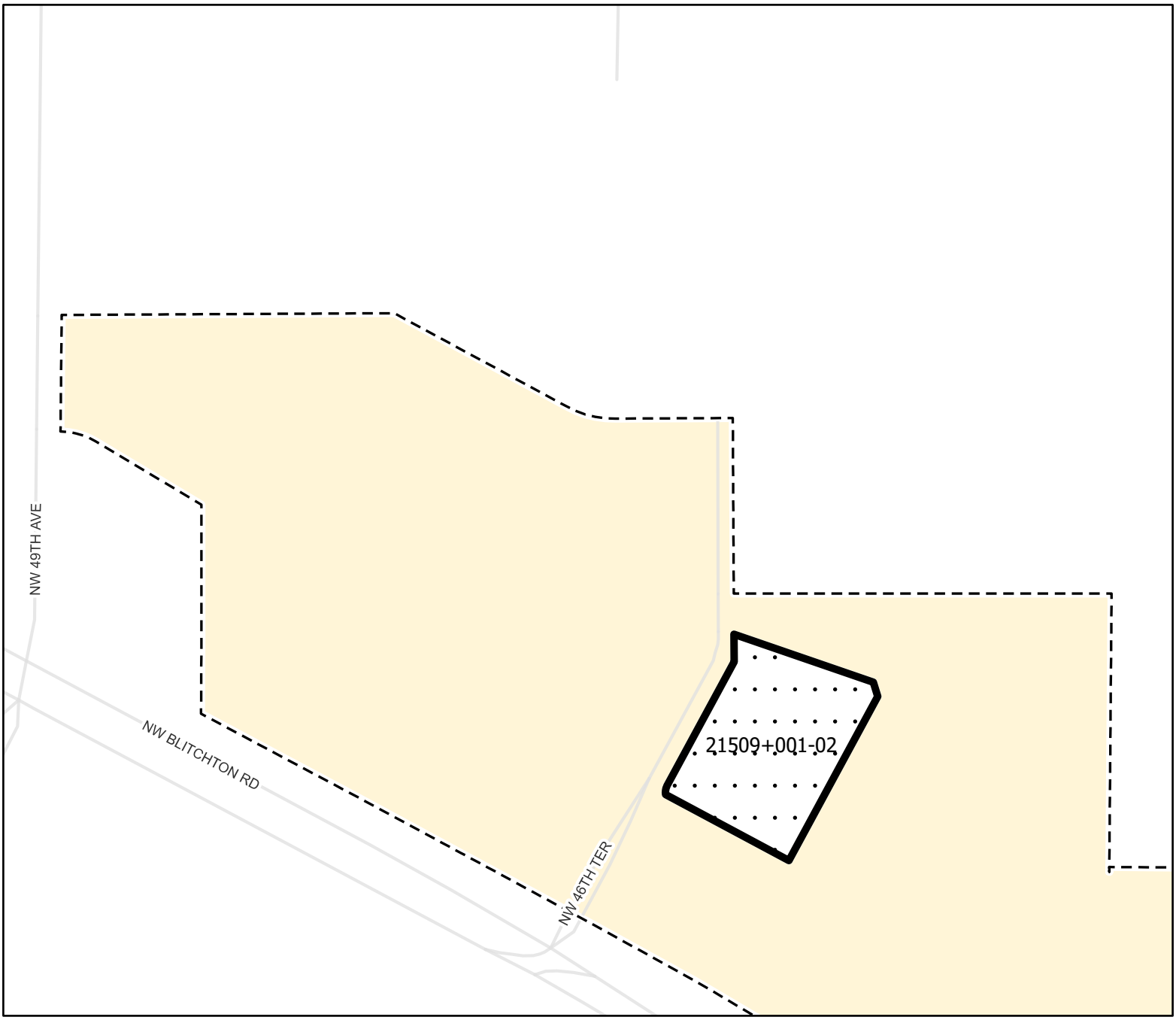
P & Z Meeting: July 8, 2024

Case Number: ANX24-45696

Parcel Number: 21509+001-02
Property Size: Approximately 1.85 acres
Land Use Designation: Commercial (County)
Zoning: No Zoning (County)
Proposal: A request to annext property into the city

Location Map





City Limits

Subject Property

0 500 Feet

N

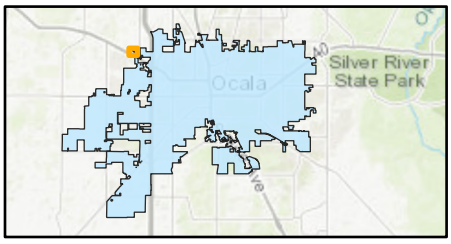
OCALA

Prepared by the City of Ocala Growth Management Department

AERIAL MAP

P & Z Meeting: July 8, 2024

Location Map



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City Limits

Subject Property

0 500 Feet

N

OCALA

Prepared by the City of C
Growth Management Departi

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - 12-6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE: (352) 405-1402 FAX: (888) 272-4333 www.JCHcg.com

FOXWOOD III

A PLANNED UNIT DEVELOPMENT
(A PRIVATE COMMERCIAL SUBDIVISION)

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

PLAT BOOK 14, PAGE 197
SHEET 1 OF 2

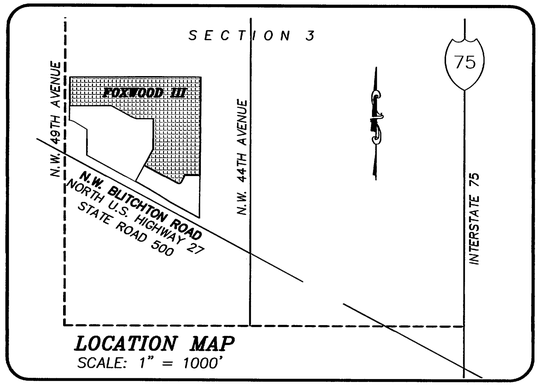
NOTES:

1. ADVISORY NOTICE ~ ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12083C504E, MARION COUNTY, FLORIDA DATED APRIL 19, 2017, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" – AN AREA OF MINIMAL FLOODING. THE FLOODING LIMITS HAVE BEEN IDENTIFIED HEREIN AS CURRENTLY ESTABLISHED AT THE TIME OF THE 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.
2. THE SITE'S FUTURE LAND USE DESIGNATION IS COMMERCIAL AND URBAN RESIDENTIAL; THE ZONING IS B-2 (COMMUNITY BUSINESS) AND PUD (PLANNED UNIT DEVELOPMENT), RESPECTIVELY.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF N.89°41'59"E. ALONG THE NORTH BOUNDARY LINE OF TRACT "G" OF THE SHOPS AT FOXWOOD PER PLAT BOOK 12, PAGES 3 THROUGH 6.
4. ALL OF THE LAND DESCRIBED ON THIS PLAT IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
5. NO LOT SHALL BE DIVIDED OR RESUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR UNTIL A REPLAT IS FILED WITH MARION COUNTY, FLORIDA, WHICH REPLAT COMPLIES WITH THE PROVISIONS OF THE LAND DEVELOPMENT CODE. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY, FLORIDA.
6. COUNTY OFFICIALS EMPLOYED BY THE COUNTY BUILDING AND ZONING DEPARTMENT, COUNTY ENVIRONMENTAL HEALTH DEPARTMENT AND THE COUNTY ENGINEERING DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS INCLUDED IN THIS PLAT FOR THE PURPOSES OF INSPECTING ANY AND ALL FACILITIES, STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS IN ORDER TO ASSURE THAT THE SAME ARE IN KEEPING WITH THE PUBLIC SAFETY, HEALTH AND GENERAL WELFARE.
7. ALL TRAFFIC SIGNS INCLUDING STREET NAME SIGNS ARE TO BE MAINTAINED BY THE ADMINISTRATOR AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
8. WHEREVER IN THIS PLAT REFERENCE IS MADE TO THE DEVELOPER'S "DESIGNATED SUCCESSORS AND ASSIGNS", SUCH REFERENCE SHALL MEAN AND REFER TO THOSE SUCCESSORS OR ASSIGNS OF THE DEVELOPER TO WHOM THE DEVELOPER HEREAFTER TRANSFERS IN WRITING A SPECIFIC RIGHT RESERVED TO THE DEVELOPER IN THIS PLAT, WHICH SAID WRITING MAKES SPECIFIC REFERENCE TO THE PLAT NOTE ON THIS PLAT THAT RESERVES TO THE DEVELOPER THE RIGHT BEING TRANSFERRED, AND WHICH SAID WRITING IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
9. THIS PLAT CONTAINS TWO (2) LOTS, TWO (2) TRACTS, AND 0 MILES OF ROAD.
10. ALL DISTANCES SHOWN HEREON ARE GROUND.
11. THIS PLAT IS 2 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR LEGAL DESCRIPTION, DEVELOPER ACKNOWLEDGEMENTS & DEDICATION SEE SHEET 1, FOR BOUNDARY DETAIL AND LOT DIMENSIONS SEE SHEET 2..
12. PROPERTY IS LOCATED WITHIN THE SECONDARY ZONE OF THE SPRINGS PROTECTION ZONE.
13. DRIVEWAY ACCESS TO ALL CORNER LOTS SHALL BE 50' OR 1/2 THE LOT WIDTH FROM PAVEMENT P.T., WHICHEVER IS LESS.
14. FIRE PROTECTION IN ACCORDANCE WITH THE MARION COUNTY LAND DEVELOPMENT CODE WILL BE PROVIDED VIA THE CENTRAL POTABLE WATER SYSTEM FOR THIS PROJECT.
15. IF ANY PROVISION OF THIS PLAT IS INVALID OR UNENFORCEABLE, ALL PROVISIONS OF THIS PLAT OTHER THAN SUCH INVALID OR UNENFORCEABLE PROVISION SHALL CONTINUE IN FULL FORCE AND EFFECT. IF THE APPLICATION OF ANY PROVISION OF THIS PLAT TO ANY PARTICULAR PERSON OR CIRCUMSTANCE IS INVALID OR UNENFORCEABLE, ALL VALID AND ENFORCEABLE PROVISIONS OF THIS PLAT SHALL APPLY FULLY TO ALL PERSONS AND CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH SUCH APPLICATION IS INVALID OR UNENFORCEABLE.
16. THIS PLAT DEPICTS A SURVEY PERFORMED FOR THE SPECIFIC PURPOSE OF RECORDING A SUBDIVISION PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.
17. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
18. UTILITY EASEMENTS ARE SHOWN BY DASHED LINES ON THE ATTACHED PLAT. ALL PUBLIC UTILITY COMPANIES AND GOVERNMENTAL AGENCIES ARE GRANTED THE RIGHT TO INSTALL AND MAINTAIN UTILITIES AND DRAINAGE FACILITIES IN THE EASEMENTS.
19. STATE PLANE COORDINATES BASED ON C.O.E.D. G.P.S. CONTROL POINTS 0009 AND 0010, NAD-83 (1990 ADJUSTMENT).
20. ALL LOTS SHALL USE SUBDIVISION'S INTERNAL ROADWAYS FOR VEHICLE/DRIVEWAY ACCESS. DIRECT VEHICLE/DRIVEWAY ACCESS THROUGH LOTS TO U.S. HIGHWAY 27 IS PROHIBITED.
21. 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.
22. 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 ASSESSMENTS AS MAY BE PERMITTED BY LAW TO FINANCE 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.
23. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
24. STORMWATER RUNOFF GENERATED FROM THE IMPROVEMENTS ASSOCIATED WITH THIS PLAT ARE DISCHARGED INTO LANDS AS IDENTIFIED ON THE IMPROVEMENT PLANS AS APPROVED BY MARION COUNTY FOR THE DEVELOPMENT OF THIS SUBDIVISION.
25. ADVISORY NOTICE: ACKNOWLEDGEMENT OF CONTIGUOUS SUSTAINABLE AGRICULTURAL LAND.
THE DEVELOPER, SUCCESSORS, AND ASSIGNS, 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."
26. SUBJECT PARCEL IS ENCUMBERED BY MORTGAGE FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY IN FAVOR OF THE PARK AVENUE BANK, RECORDED IN BOOK 4253, PAGE 568, ASSIGNED IN BOOK 4892, PAGE 1547, AMENDED AND RESTATED IN BOOK 4892, PAGE 1550, MODIFIED IN BOOK 5455, PAGE 681, MODIFIED IN BOOK 5488, PAGE 1226, MODIFIED IN BOOK 5872, PAGE 215 AND MORTGAGE/MODIFICATION RENEWAL AGREEMENT IN BOOK 6718, PAGE 1076.
27. IN ADDITION TO THE DEVELOPER'S RIGHTS AS SET FORTH IN OR BOOK 6411, PAGE 1447, THE DEVELOPER ALSO DEDICATES AND ALLOCATES THE AREA OUTSIDE OF TRACT B, BUT WITHIN THE DRAINAGE EASEMENT AREA REFERENCED IN OR BOOK 6411, PAGE 1447, TO AND FOR THE EXCLUSIVE USE OF LOT 2 TO PROVIDE ADDITIONAL DRAINAGE RETENTION AND SURFACE WATER MANAGEMENT FOR THE BENEFIT OF SAID LOT 2.

PREPARED BY: JCH CONSULTING GROUP, INC. 426 S.W. 15TH STREET, OCALA, FL, 34471

I HEREBY CERTIFY THAT THIS PLAT IS IN CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY MARION COUNTY.

JOHN R. ARCHER JR. P.S.M. 5531 — 5/16/22



LOCATION MAP
SCALE: 1" = 1000'

DESCRIPTION:

A PORTION OF TRACT G OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT "G"; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID TRACT G THE FOLLOWING FOUR (4) COURSES: (1) S.00°30'33"W., 697.58 FEET; (2) THENCE N.89°12'50"E., 3.12 FEET; (3) THENCE S.00°28'52"W., 661.59 FEET; (4) THENCE S.00°28'40"W., 7.94 FEET TO THE NORTHEASTERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT AS RECORDED IN PLAT BOOK 12, PAGES 161 THROUGH 163 INCLUSIVE OF PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE, ALONG THE NORTHERLY BOUNDARY LINE OF SAID SHOPS AT THE FOXWOOD REPLAT THE FOLLOWING SIX (6) COURSES: (1) THENCE N.89°31'20"W., 192.61 FEET; (2) THENCE N.61°52'28"W., 14.00 FEET; (3) THENCE S.28°07'32"W., 122.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF S.73°07'32"W., 46.67 FEET; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.84 FEET TO A POINT OF TANGENCY; (5) THENCE N.61°52'28"W., 522.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 37°08'09", AND A CHORD BEARING AND DISTANCE OF N.09°49'25"E., 15.92 FEET; (6) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 16.20 FEET TO THE END OF SAID CURVE AND THE NORTHERLY MOST CORNER OF SAID PLAT OF SHOPS AT FOXWOOD REPLAT; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, ALONG THE WESTERLY AND SOUTHERLY BOUNDARY LINE OF SAID TRACT "G" THE FOLLOWING SIX (6) COURSES: (1)N.28°23'29"E., 243.40 FEET; (2) THENCE N.00°18'01"W., 421.99 FEET; (3) THENCE S.89°41'59"W., 202.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 178.00 FEET, A CENTRAL ANGLE OF 28°41'40", AND A CHORD BEARING AND DISTANCE OF N.75°57'12"W., 88.22 FEET; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.14 FEET TO A POINT OF TANGENCY; (5) THENCE N.61°36'22"W., 338.70 FEET; (6) THENCE S.89°41'59"W., 575.70 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT "G"; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, ALONG THE EASTERLY RIGHT OF WAY LINE OF NW 49TH AVENUE (HAVING A 80' RIGHT OF WAY), N.00°35'51"E., 397.70 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT "G"; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, ALONG SAID NORTHERLY BOUNDARY LINE OF SAID TRACT "G" THE FOLLOWING THREE (3) COURSES: (1) N.89°41'59"E., 1,209.26 FEET; (2) THENCE N.89°43'30"E., 68.90 FEET; (3) THENCE S.89°53'54"E., 540.22 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 33.67 ACRES, MORE OR LESS.

LESS AND EXCEPT:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE ALONG THE NORTHERLY BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 3, S89°25'15"E, A DISTANCE OF 40.02 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 49TH AVENUE (BEING 80.00 FEET WIDE); THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG SAID EASTERLY RIGHT OF WAY LINE, N00°37'56"E, A DISTANCE OF 88.86 FEET TO THE N.W. CORNER OF "SHAMROCK ADVENTURE LX" AS PER PLAT THEREOF, RECORDED IN PLAT BOOK '9', PAGE 133 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N00°35'51"E, A DISTANCE OF 599.51 FEET TO THE S.W. CORNER OF "QUAIL MEADOW" AS RECORDED IN PLAT BOOK 'Y', PAGES 89 THROUGH 91 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE SOUTHERLY BOUNDARY OF SAID "QUAIL MEADOW", N89°41'59"E, A DISTANCE OF 1209.26 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, S00°01'12"E, A DISTANCE OF 176.51 FEET; THENCE S89°40'57"E, A DISTANCE OF 196.46 FEET TO THE N.W. CORNER OF LANDS DESCRIBED AS "WELL SITE PROPERTY" IN OFFICIAL RECORDS BOOK 3854, PAGE 1610 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA , SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LANDS, S89°07'12"E, A DISTANCE OF 60.67 FEET TO THE N.E. CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LANDS, S00°57'19"E, A DISTANCE OF 36.95 FEET TO THE S.E. CORNER OF SAID LANDS; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, N88°58'38"W, A DISTANCE OF 60.41 FEET TO THE S.W. CORNER OF SAID LANDS; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID LANDS, N00°33'41"W, A DISTANCE OF 36.80 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.05 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 05/16/22

CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
426 SW 15TH STREET, OCALA, FLORIDA 34471

DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT MARK A. JANK, MANAGER OF SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED TO BE MADE THE PLAT OF "FOXWOOD III", THE SAME BEING A SUBDIVISION OF LAND HEREON DESCRIBED; TRACTS "A" & "B" AND THE INGRESS, EGRESS, DRAINAGE AND UTILITY EASEMENTS DEPICTED HEREON, TOGETHER WITH ALL IMPROVEMENTS THEREON SHALL BE PRIVATE PROPERTY AND ARE HEREBY DEDICATED TO AND MAINTAINED BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST. 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 PRIVATE STREETS. 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. MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON STORMWATER AND DRAINAGE FACILITIES WITHIN THE SUBDIVISION 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 SUBDIVISION SHALL BE SUBJECT TO A PERPETUAL RIGHT OF WAY EASEMENT HEREIN GRANTED FOR INGRESS AND EGRESS BY SANITATION, POSTAL, FIRE, LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICES, MARION COUNTY, AND CITY OF OCALA UTILITY PERSONNEL, PROVIDING SERVICE TO THE SUBDIVISION; AND THAT THE UTILITY EASEMENTS NOTED OR DEPICTED HEREON ARE RESERVED EXCLUSIVELY FOR SUCH USES BY THE UTILITIES (MUNICIPAL, GOVERNMENTAL, AND PRIVATE), TO WHOM RIGHTS IN SUCH EASEMENTS SHALL BE GRANTED FROM TIME TO TIME BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST, AND THAT NO OTHER OBLIGATION IS IMPOSED UPON MARION COUNTY OR ANY OTHER PUBLIC BODY FOR IMPROVEMENT OR MAINTENANCE OF THE STORMWATER DRAINAGE FACILITIES OR EASEMENTS.

WITNESSES:
Marionne Andrews
WITNESS SIGNATURE
PRINT NAME: Marionne Andrews
Micah Mimbs
WITNESS SIGNATURE
PRINT NAME: Micah Mimbs

DEVELOPER AND OWNER:
SECOND NINE PARTNERS, LLC.
By: _____
MARK A. JANK, MANAGING MEMBER
DEVELOPER'S ADDRESS:
2700 TRILLIUM RIDGE #4218
THE VILLAGES, FL 32163

NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MARION

THE FOREGOING DEVELOPER'S ACKNOWLEDGEMENT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF (PHYSICAL PRESENCE) OR ONLINE NOTARIZATION, THIS 13TH DAY OF MAY, 2022 BY MARK A. JANK, AS MANAGING MEMBER OF SECOND NINE PARTNERS, LLC., A FLORIDA LIMITED LIABILITY COMPANY ON BEHALF OF THE COMPANY. HE IS PERSONALLY KNOWN TO ME.

_____ NOTARY PUBLIC
GERARD DAVIS PRINT NAME:
GERARD DAVIS
Commission # HH 015274
Expires June 28, 2024
Bonded thru Budget Notary Services

APPROVAL BY COUNTY OFFICIALS-DEVELOPMENT REVIEW COMMITTEE:

BY: _____ COUNTY ENGINEERING
BY: _____ COUNTY FIRE SERVICES
BY: _____ COUNTY GROWTH SERVICES
BY: _____ COUNTY SURVEYOR
BY: _____ COUNTY UTILITIES
BY: _____ COUNTY BUILDING SAFETY

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS:

THIS IS TO CERTIFY THAT ON THE 18TH DAY OF MAY 2022 THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

BY: _____
CARL ZALAK III, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS,
MARION COUNTY, FLORIDA.

BCC SEAL:

ATTEST: _____ 5/18/22 @ 4:30pm
GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT

CLERK SEAL:

CLERK OF CIRCUIT COURT

I, CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA, DO HEREBY ACCEPT THIS PLAT OF "FOXWOOD III" FOR RECORDING. THIS PLAT FILED FOR RECORD THIS 18TH DAY OF MAY, 2022 AT 4:30 AM/PM AND RECORDED ON PAGE 197 OF PLAT BOOK 14 IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA.

BY: _____
GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT

CLERK SEAL:

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1402 FAX (888) 272-8335 www.JCHcg.com

FOXWOOD III

A PLANNED UNIT DEVELOPMENT (A PRIVATE COMMERCIAL SUBDIVISION)

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

PLAT BOOK 14, PAGE 198
SHEET 2 OF 2

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

NORTH

N.1777580.16
E.591863.05
NW CORNER OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
FOUND 8" OCTAGONAL MONUMENT (MARION COUNTY)

NORTH BOUNDARY LINE OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

NW 30TH PLACE

"QUAIL MEADOW"
PLAT BOOK Y, PAGES 89-91
LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 6 | LOT 7 | LOT 8 | LOT 9 | LOT 10
BLOCK "S"

NW 47TH AVENUE

BLOCK "X"
LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 6 | LOT 7 | LOT 8 | LOT 9 | LOT 10 | LOT 11 | LOT 12 | LOT 13

ZONING: SINGLE FAMILY DWELLING (R-1)
LAND USE: MEDIUM RESIDENTIAL DENSITY (MR)

NORTHWESTERLY CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775402.38
E.591880.59

SOUTH BOUNDARY LINE OF QUAIL MEADOW
N89°41'59"E 1209.26'

N89°43'30"E 68.90'
N.1775408.72
E.593089.84

FOUND 4"X4" CONCRETE MONUMENT (LS 1918)
N.1775409.05
E.593158.73

S89°53'54"E 540.22'

EASTERLY-RIGHT OF WAY LINE OF NW 49TH AVENUE

NW 49TH AVENUE (80' RIGHT OF WAY)

N00°35'51"E 397.70'

N00°35'51"E 2865.86'

WEST BOUNDARY LINE OF THE NW 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

N00°33'51"E 201.81'

SOUTHWESTERLY CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775004.70
E.591876.45

N00°37'56"E 88.86'

FOUND 4"X4" CONCRETE MONUMENT (LS 1918)
N89°25'15"W 40.02'

N.1774714.46
E.591833.34
FOUND NAIL & DISC (LS 1918)
NW CORNER OF S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
FOUND 1/4" NAIL & DISC (LS 1918)

568.84'
S89°41'59"W 575.70'

N.1775007.72
E.592452.14

6.86'

N00°00'00"E 161.27'

DRAINAGE RETENTION AREA

TRACT A
158,539 S.F.
3.64 AC.

N61°36'22"W 338.70'

SOUTHERLY BOUNDARY OF TRACT G "SHOPS AT FOXWOOD" (PLAT BOOK 12, PAGES 3-6)

N00°18'01"W 342.85'

N.1774846.66
E.592750.09

165.70'
S89°41'59"W 202.78'

N.1774825.25
E.592835.67

L=89.14'
R=178.00'
Δ=28°41'40"
CB=N75°57'12"W
CH=88.22'

N.1774826.31
E.593038.45

1000' TERTIARY WELL HEAD PROTECTION AREA

NORTHERLY BOUNDARY OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

N89°12'50"E 3.12'
N.1774710.58
E.593695.88

N.1774710.54
E.593692.75

SHOPS AT FOXWOOD
(PLAT BOOK 12, PAGES 3-6)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

N.W. 46TH TERRACE
N00°18'01"W 421.89'
303.83'

TRACT B

PUBLIC INGRESS-EGRESS AND UTILITY EASEMENT PER SHOPS AT FOXWOOD (PLAT BOOK 12, PAGES 3-6)

N90°00'00"E 654.25'

70.37'

O.R. BOOK 6411, PAGE 1447
DRAINAGE EASEMENT
N71°00'51"W 255.77'
47.79'

N.1774404.32
E.593040.67

LOT 2
265,891 S.F.
6.10 AC.

TRACT F

NORTHERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)
N.1774190.20
E.592924.93

N16°58'01"W 25.77'

DRAINAGE RETENTION AREA
TRACT B
80,612 S.F.
1.85 AC.

N.W. 45TH TERRACE
N28°23'29"E 243.40'

TRACT E

TRACT C

TRACT D

L=16.20'
R=25.00'
Δ=37°08'09"
CB=N9°49'25"E
CH=15.92'

N28°23'29"E 322.98'

242.85'

N.1774174.51
E.592922.22

N61°52'28"W 522.63'

279.98'

N.1774049.28
E.593485.30

N89°31'20"W 192.61'

N.1774042.68
E.593497.65

N61°52'28"W 14.00'

S28°07'32"W 122.00'

N.1773941.69
E.593427.79

L=51.84'
R=33.00'
Δ=90°00'00"
CB=S73°07'32"W
CH=46.67'

TRACT A

LOT A

NORTHERLY BOUNDARY LINE OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)

LOT B

N.1773928.14
E.593383.13

SHOPS AT FOXWOOD REPLAT
(PLAT BOOK 12, PAGES 161-163)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

LOT F

N.1774049.01
E.593690.32

S00°28'40"W 7.94'
NORTHEASTERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)
N.1774041.08
E.593690.26

PARCEL ID: 21517-000-00
LOT 2
"MARKETPLACE OF OCALA"
(PLAT BOOK 7, PAGE 81)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS & EGRESS OVER AND ACROSS PARKING, DRIVEWAYS AND SIDEWALKS PER O.R. BOOK 2144, PAGE 704 AND MODIFIED IN O.R. BOOK 2681, PG 1554

N.W. BLITCHTON ROAD
U.S. HIGHWAY NO. 27
(RIGHT OF WAY VARIES)

N.1775228.24
E.593345.24

POINT OF BEGINNING
EXCEPTION
N.1775229.17
E.593284.57
S89°40'57"E 196.46'

SEE DETAIL "A"

20' WATERLINE & FACILITIES EASEMENT PER O.R. BOOK 3854, PG 1610

EXCEPTION
2,222 S.F. - 0.05 AC.
PARCEL ID: 21509-001-00
OWNER: MARION COUNTY
ADDRESS: 2951 N.W. 47TH AVENUE
OCALA, FL 34471

L1 L2 L3 L4

N.1775192.36
E.593284.21

N.1775191.29
E.593344.62

20' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 3854, PG 1618

20.0' INGRESS, EGRESS & UTILITY EASEMENT PER O.R. BOOK 2719, PG 99, CORRECTED IN O.R. BOOK 3854, PG 1601, AND IN O.R. BOOK 3854, PG 1610

100' PRIMARY WELL HEAD PROTECTION AREA

40' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 3854, PG 1618

20' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 1399, PG 129

S00°01'12"E 176.51'

500' SECONDARY WELL HEAD PROTECTION AREA

N90°00'00"E 554.29'

POINT OF BEGINNING
NORTHEAST CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775408.09
E.593698.95
FOUND 5/8" IRON ROD & CAP (LS 1918)

S00°33'33"W 697.58'

NOT PLATTED
PARCEL ID: 21522-001-00
"SUSTAINABLE AGRICULTURAL LAND"

EASTERLY BOUNDARY OF TRACT G "SHOPS AT FOXWOOD" (PLAT BOOK 12, PAGES 3-6)

S00°28'52"W 661.59'

ZONING: GENERAL AGRICULTURE (A-1)
LAND USE: COMMERCIAL (COM)

188.11'

NOT PLATTED
PARCEL ID: 21525-000-00

471.48'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°07'12"E	60.67
L2	S00°57'19"E	36.95
L3	N88°58'38"W	60.41
L4	N00°33'41"W	36.80

LEGEND UNLESS OTHERWISE NOTED

-\/-	= NOT TO SCALE
R	= RADIUS
L	= ARC LENGTH
Δ	= DELTA (CENTRAL ANGLE)
CH	= CHORD DISTANCE
CB	= CHORD BEARING
NO.	= NUMBER
N. E.	= NORTHING / EASTING (STATE PLANE COORDINATES)
℄	= CENTERLINE OF RIGHT OF WAY
O.R.	= OFFICIAL RECORDS OF MARION COUNTY
R/W	= RIGHT OF WAY LINE
LB	= LICENSE BUSINESS
LS	= LAND SURVEYOR
PLS	= PROFESSIONAL LAND SURVEYOR
PG.	= PAGE
P.B.	= PLAT BOOK
P.T.	= POINT OF TANGENCY
A.E.	= ACCESS EASEMENT
D.E.	= DRAINAGE EASEMENT
U.E.	= UTILITY EASEMENT
AC.	= ACRES
(NR)	= NOT RADIAL
(X,XXX)	= SQUARE FOOTAGE AREA
⊡	= PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
■	= PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4" X 4" CONCRETE MONUMENT (LB 8071)
◎	= PERMANENT CONTROL POINT (P.C.P) SET NAIL & DISC P.C.P. (LB 8071)
◉	= PERMANENT CONTROL POINT (P.C.P. FOUND 5/8" NAIL & DISC (LB 5091)

DETAIL "A"
SCALE 1"=50'

NORTHERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
POINT OF BEGINNING
EXCEPTION
N.W. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
N.E. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
EASTERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S89°40'57"E 196.46'
L1
20'
EXCEPTION
2,233 S.F.
0.05 AC.
L4
L2
L3
20'
WESTERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S.W. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S.E. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
EXCEPTION
LANDS DESCRIBED AS "WELL SITE PROPERTY" IN O.R. BOOK 3854, PAGE 1610

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 05/06/22
CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
426 SW 15TH STREET, OCALA, FLORIDA 34471

SETBACKS:

MINIMUM FRONT SETBACK:	40 FEET (65 FEET WITH GAS PUMP)
MINIMUM REAR SETBACK:	25 FEET
MINIMUM SIDE SETBACK:	10 FEET (65 FEET WITH GAS PUMP)
ACCESSORY STRUCTURES:	8 FEET EXCEPT FOR GAS PUMPS OR ISLAND REQUIRE 25 FEET SETBACK, GAS PUMP CANOPIES MY PROTRUDE 10 FEET INTO A REQUIRED SETBACK

NOTE:
THIS PLAT IS 2 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR LEGAL DESCRIPTION, DEDICATION, NOTES AND ACKNOWLEDGEMENTS SEE SHEET 1, FOR BOUNDARY AND LOT DIMENSIONS SEE SHEET 2.

PREPARED BY: JCH CONSULTING GROUP, INC. 426 S.W. 15TH STREET, OCALA, FL. 34471

DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 06/23/2016 10:33:54 AM
FILE #: 2016058500 OR BK 6411 PGS 1447-1471
REC FEES: $214.00 INDEX FEES: $0.00
DDS: $0 MDS: $0 INT: $0

Prepared by, record and return to:
R. WILLIAM FUTCH
R. WILLIAM FUTCH, P.A.
610 S.E.17TH STREET
OCALA, FL 34471

DECLARATION OF EASEMENTS WITH COVENANTS AFFECTING LAND

THIS DECLARATION OF EASEMENTS WITH COVENANTS AFFECTING LAND ("Agreement") is made, executed and delivered this 20 day of May, 2016, by **SECOND NINE PARTNERS, LLC, a Florida limited liability company** (hereinafter "SECOND NINE" or "Developer").

W I T N E S S E T H:

WHEREAS, SECOND NINE is the owner of certain real property located in Marion County, Florida, more particularly described in **Exhibit "A-1"** (hereinafter the "SECOND NINE Parcel"); and

WHEREAS, contemporaneously herewith, SECOND NINE, is re-platting a portion of the SECOND NINE Parcel located in Marion County, Florida more particularly described in **Exhibit "A-2"** to contain common area roadway, stormwater piping, and utilities (hereinafter the "Access Easement"), and Six (6) outparcels (hereinafter the "Outparcels" or "Lots") as well as an off-site drainage retention area (hereinafter the "DRA Parcel"), (the DRA Parcel being depicted on **Exhibit "B-1"**, the Access Easement, Storm Pipe Easement, Cross Easement and the Lots being depicted on **Exhibit "B-2"** and hereinafter cumulatively referred to as "Project"); and

WHEREAS, on or about the date hereof SECOND NINE intends to plat on the public records of Marion County, Florida the Project, and in furtherance of the development of the Project in a harmonious manner, SECOND NINE desires to subject the Project to certain easements, covenants and restrictions hereinafter set forth, in addition to those currently of record;

NOW, THEREFORE, in consideration of and in furtherance of the foregoing recitals, SECOND NINE hereby declares and establishes as follows:

1) **INCORPORATION OF RECITALS**. The above recitals are true and correct and are incorporated herein for all purposes.

2) **DEFINITIONS**. For the purposes of this Agreement the following terms shall have the following definitions:

   i) ***"Agreement"*** shall mean and refer to this Agreement, as it may from time to time be amended or modified pursuant to its terms and provisions.

ii) *"Association"* shall mean the Property Owners Association set forth in Section 6 hereinbelow.

iii) ***"Building"*** shall mean and refer to any structure constructed upon any portion of any Outparcel commonly known as a "building" which is to be used for a commercial purpose.

iv) ***"Access Easement"*** shall mean and refer to that portion of the Project as more particularly set forth in Section 3 hereof with the proposed improvements being described and depicted on **Exhibit "B-2",** including the Cross Easement located on Lot E. Portions of the Access Easement contain swales and ditches which are utilized, and may continue to be utilized, as drainage and storm water detention areas.

v) ***"DRA Easement Area"*** shall refer to that certain portion of the SECOND NINE Parcel, described and depicted on **Exhibit "B-1"** as DRA, to be used as a storm water detention pond.

vi) ***"Roadway Improvements"*** shall mean and refer to any roadway or related improvements constructed or to be constructed in the Access Easement, including without limitation, roadways or other paved improvements, curbing, sidewalks, intermodal pathways, or landscaping (including irrigation), and any and utilities of every kind and nature, as well as swales and ditches used as drainage and storm water detention areas. The term "Roadway Improvements" is not intended to limit the use granted herein to ingress and egress only. Current and intended Roadway Improvements are described and depicted on **Exhibit "B-2".**

vii) ***"Improvements"*** shall mean and refer to any improvements or facilities constructed in accordance with this Agreement including, without limitation, the Roadway Improvements.

viii) ***"Owner"*** shall mean and refer to the record title owner of any Outparcel, as applicable.

ix) ***"Outparcel" or "Outparcels"*** shall mean and refer, as applicable, to Outparcels located within the Project.

x) ***"Party" or "Parties"*** (whether or not capitalized) shall mean and refer, as applicable, to the Owner of an Outparcel, or all of them, and shall mean their respective successors and assigns who become owners of any portion of any of the Outparcels.

xi) ***"Plans and Specifications"*** shall mean and refer to those plans and specifications to be prepared by the Project Engineer, said Plans and Specifications providing for construction of any Improvements contemplated hereby.

xii) ***"Project Engineer"*** shall mean and refer initially to Tillman & Associates Engineering. The parties may mutually designate another engineering firm licensed to provide engineering services in Marion County, Florida, as the Project Engineer. In the event that Tillman & Associates Engineering discontinues the practice of engineering in Marion County, Florida and the Owners are unable to agree to a successor as "Project Engineer", they agree that they shall each designate a civil engineer licensed to practice engineering in Marion County, Florida and the engineers so chosen shall designate another civil engineer, licensed to practice engineering in Marion County, Florida, who then shall be deemed the Project Engineer.

xiii) *"Storm Pipe Easement Area"* shall mean that portion of the Project, described and depicted on **Exhibit "B-2"**, to be used to convey storm water underground from the Outparcels to the DRA Easement Area.

3) **ACCESS EASEMENTS.**

a) **Grant of Access Easement**. SECOND NINE, as the current Owner of the Project, does hereby declare, grant and convey unto the Owners from time to time (and their respective tenants, contractors, employees, agents and other invitees) of each of the Outparcels for the benefit thereof and as an appurtenance thereto, a non-exclusive perpetual easement for all utilities of every kind and nature, and for drainage and for ingress and egress of pedestrian and passenger, service and delivery vehicles over and across the Access Easement, and for access to and from such Outparcels to the public rights-of-way known as U.S. Highway 27.

b) **Construction of Improvements and Maintenance of Access Easement.** The construction of improvements to and maintenance of the Access Easement shall be subject to the following terms and provisions:

i) **Initial Construction**.

(1) SECOND NINE, at its sole cost and expense, shall be permitted to construct such Roadway Improvements within the Access Easement as SECOND NINE reasonably deems necessary. Any work performed shall be done in such a fashion to reasonably minimize the impact upon the use of the Access Easement. Any such work shall be performed in accordance with Section 5.

(2) SECOND NINE hereby grants to the Owners a temporary easement over the Access Easement and over such portions of the Outparcels lying within ten feet (10') of the Access Easement, for construction of the Roadway Improvements. This Temporary Construction Easement shall commence upon recording of this Agreement and shall terminate upon the completion of the Roadway Improvements or December 31, 2016, whichever shall occur first. Upon Completion of the Roadway Improvements each Party agrees to, at the request of another Party, execute in recordable form a termination of the Temporary Construction Easement; provided, however, the failure to execute or record same shall not affect the automatic termination of this Temporary Construction Easement.

ii) **Establishment of Rules Relating to Use**. All use of the Access Easement shall be in accordance with all reasonable rules or traffic instructions (i.e., directional arrows, stop signs, restricted gates, guard and security entries, etc.) established for or posted in the Access Easement by SECOND NINE.

iii) **Maintenance of Roadway Improvements.**

(1) The parties acknowledge that the Association shall be solely responsible for the maintenance, repair and replacement of the Roadway Improvements after construction of the same. The parties also acknowledge that SECOND NINE intends to convey portions of the Project to third parties subject to this Agreement. The Association shall maintain the Roadway Improvements in a reasonably good and usable condition, and each Owner of an Outparcel shall pay its pro-rata share of the cost and expense of the maintenance of the Roadway Improvements. The Association (or any other Owner of a Outparcel,

should they pay another Owner's prorata share) shall be entitled to reimbursement on a prorata basis (based upon the square footage of the Outparcels) for the cost and expense of future maintenance, repair and replacement (the "Shared Roadway Maintenance Expenses") from the then existing Owner of the other Outparcels, subject to the limitations and prorata basis herein expressed. The Association shall provide to the Owner or Owners of an Outparcel on a regular basis, but no more frequently than quarterly, with an invoice for that Owner's prorata share of any such Shared Roadway Maintenance Expenses incurred and paid by the Association, including reasonable proof of payment. Upon receipt of the same, the then existing Owner of any Outparcel at the time of generation of such invoice shall, within thirty (30) days after receipt, pay to the Association their prorata share. In the event of any dispute as to the reasonableness of the Shared Roadway Maintenance Expenses or whether maintenance, repair or replacement is necessary, the resolution of the Project Engineer shall be dispositive. Should any Owner fail to pay such reasonable Shared Roadway Maintenance Expenses within thirty (30) days after receipt of an invoice for the same, any Association may file a lien setting forth the amounts owed in the Public Records of Marion County, Florida, against the Outparcel of the defaulting Owner from whom reimbursement is due, with said sum accruing interest at the rate of eighteen percent (18%) from the date of recording said lien until paid, and to enforce the same in any manner permitted by law, including, without limitation, by judicial foreclosure against the Owner of any Outparcel.

(2) The Parties grant to one another a perpetual easement over any portion of the Access Easement for the purpose of maintenance, repair and replacement of the Roadway Improvements as contemplated by Section 3(b)(iii)(1) above. The right of each Owner to enter upon another's Outparcel for such work is conditioned upon the requirement that any such work performed shall be done in such a fashion to reasonably minimize the impact upon the use of the Access Easement. Any such work shall be performed in accordance with Section 7.

iv) **Dedication as Public Road.** The Association reserves the sole and absolute right to dedicate any or all of the Access Easement encumbered by this Agreement, including, but not limited to, all areas contained within the Access Easement, as a public road at any time hereafter. Upon dedication and acceptance by the appropriate governmental authority as a public road, all obligations of maintenance hereunder shall cease as to the area of the Access Easement so dedicated.

4) **DRAINAGE EASEMENT AND MAINTENANCE OBLIGATIONS - DETENTION POND AREA.**

i) **Drainage Easement**. SECOND NINE, as the current owner of the Project, does hereby declare, grant and convey unto the Owners of the other Outparcels, for their use as the Owners of such other Outparcels, and their successors and assigns, a perpetual non-exclusive easement (limited as set forth below) for the drainage and discharge of surface storm water runoff from such other Outparcels onto or through the DRA Easement Area, and further to drain surface storm water runoff from the Project under the surface of (through adequate pipes) the Storm Pipe Easement Area to the DRA Easement Area. Any storm water facilities constructed in the Storm Pipe Easement Area shall be done at such Owner's sole cost and expense and in compliance with Section 6 below, and any on-going maintenance thereof shall be the sole responsibility of the Association.

ii) **Capacity Allocation.** The Owners of each Outparcel shall be entitled to use their pro-rata share (based upon the square footage of the real estate owned by them as compared to the total square footage of all real estate in all Outparcels) of as much available surface storm water runoff detention capacity in the DRA Easement Area as they deem necessary or desirable for the purposes set forth herein up to an aggregate maximum of Eighty percent (80%) of the impervious surface area on any Outparcel.

If the owner of any Outparcel desires to obtain additional water detention capacity within the DRA Easement Area, and can obtain, at its expense, all necessary governmental permits, such Party shall be entitled to the additional cubic feet of detention capacity added to the DRA Easement Area to be obtained provided that such Party completes any modifications or amendments to the DRA Easement Area at that Party's sole cost and expense. In the event a Party elects to procure additional water detention capacity under the provisions of this subsection, the Party shall provide all other Parties written notification of (i) its intent to procure additional capacity; and (ii) copies of all permit applications and correspondence with any permitting agency; and (iii) copies of any notice of intent issued by a governmental agency with respect to modification of the storm water permit; (iv) copies of any permits issued and (v) shall construct the necessary improvements to provide the additional water detention capacity in accordance with Section 5 below. Any Party to this Agreement shall have the right, if the requested additional water detention capacity is considered to be detrimental to that Party's Outparcel (or any portion thereof), to contest the issuance of any such modification to the initial storm water permit.

iii) **Maintenance Obligations of DRA Easement**. The parties acknowledge that in addition to the use for drainage from the Project, the DRA Easement Area may be also be used for drainage and water detention from the SECOND NINE Parcel in the future as the result of the development of vacant portions of the SECOND NINE Parcel. The cost of improving or adding additional water detention capacity to the DRA Easement Area shall be borne solely by the Party which requires the improvement or addition.

The parties acknowledge that the Association shall solely be responsible for the maintenance, repair and replacement of the DRA Easement Area. The parties also acknowledge that SECOND NINE intends to convey portions of the Project to third parties subject to this Agreement. The Association shall maintain the DRA Easement Area in a reasonably good and usable condition. The Association shall be entitled to reimbursement on a pro-rata basis (based upon the percentage of cubic feet of use of the total detention capacity of the DRA Easement Area for storm water discharge and water detention by any Outparcel) for the cost and expense of future maintenance, repair and replacement (the "Shared DRA Maintenance Expenses") from the then existing Owner of any Outparcel, subject to the limitations and pro-rata basis herein expressed. The Association shall provide the Owner or Owners of an Outparcel on a regular basis, but no more frequently than quarterly, with an invoice for that Owner's pro-rata share of any such Shared DRA Maintenance Expenses incurred and paid by the Association, including reasonable proof of payment. Upon receipt of the same, the then existing Owner of any Outparcel at the time of generation of such invoice shall, within thirty (30) days after receipt, pay to the Association their pro-rata share. In the event of any dispute as to the reasonableness of the Shared DRA Maintenance Expenses or whether maintenance, repair or replacement is necessary, the resolution of the Project Engineer shall be dispositive. Should any Owner fail to pay such reasonable Shared DRA Maintenance Expenses within thirty (30) days after receipt of an invoice for the same from The Association, the Association may file a lien setting forth the amounts owed in the Public Records of Marion County, Florida, against the Outparcel of the defaulting Owner from whom reimbursement is due,

with said sum accruing interest at the rate of eighteen percent (18%) from the date of recording said lien, and to enforce the same in any manner permitted by law, including, without limitation, by judicial foreclosure. The Parties grant to one another a perpetual easement over any portion of the DRA Easement Area for the purpose of maintenance, repair and replacement of the DRA Easement Area as contemplated by this Section 4(iii) above. The right of each Owner to enter upon the other Outparcel is conditioned upon the requirement that any such work performed shall be done in such a fashion to reasonably minimize the impact upon the use of the DRA Easement Area.

5) RESTRICTIVE COVENANTS.

No building shall be erected, altered, placed, or permitted to remain on any Outparcel other than in accordance with all governmental rules, regulations and permits, and construction shall be subject to any and all City, County or State zoning ordinances, laws, or regulations.

Setbacks. All structures shall be subject to applicable codes.

Quality. The Developer shall have final approval of all building plans and exterior building materials, including fencing, site plan, and landscaping. Any Owner desiring to construct any improvement on any Outparcel must first obtain Developer's written consent to final plans and specifications. Exposed struck joint eight inch concrete block shall not be permitted on the exterior of any structure except on the side or rear not facing a street. The Developer shall discourage the use of imitation brick for front or side material and encourage the use of front or side materials such as block, four inch block, stone, brick, wood and stucco. A building that has a side which faces a street shall have the same material on the exposed side as is used on the front.

Driveways. All driveways which connect to the shared driveway located in the Common Area, said shared driveway being maintained by the Association, must be constructed in the following manner, as may be reasonably determined by the Association:

A. All Outparcels shall have a paved driveway of stable and permanent construction.

B. That portion of any driveway which is constructed in the Common Area must be paved with reinforced concrete or heavy duty asphalt a minimum of six (6) inches in thickness, and must conform to all Marion County Road Department specifications.

C. If any portion of any shared driveway maintained by the Association is damaged due to the construction of any building or driveway entrance, the owner of the building under construction shall repair any damage to the shared driveway.

Fences, Walls and Screening. No chain link or metal fences shall be allowed. The "finished" side of any heavy duty PVC, wood or masonry fence or wall improved or constructed shall face the outside of the Outparcel, so as to be visible as viewed from the property surrounding the Outparcel upon which same is constructed. No fences or walls shall be constructed to exceed six (6) feet in height nor shall any fencing encroach into any shared driveway area.

Utility Connections. All connections for all utilities including, but not limited to, water, sewage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the building in such manner to be acceptable to the governing utility authority.

All pumps, compressors, tanks and like exterior mechanical equipment shall be enclosed within a structure or otherwise screened from view from any street within the Outparcel.

Equipment. No stationary wire, clothes lines, or clothes racks are allowed. Any satellite dishes or antennas shall be mounted on the roof or eave of any building and may not exceed twenty inches (20") in diameter and/or height and must not be directly visible from the street. Composter or similar objects or equipment shall not be placed, erected or permitted to remain on any Outparcel.

Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Outparcel at any time either temporarily or permanently, except for construction and storage trailers during active construction.

Garbage and Trash Disposal. No Outparcel shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure and/or screened from any street within the Property.

Cars, Boats and Other Vehicles and Repair. No inoperative cars or trucks or trailers, or other types of vehicles shall be allowed to remain either on or adjacent to any Outparcel for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.

Trees. No trees measuring six (6) inches or more in diameter at a point four (4) feet above ground level may be removed without the prior written approval of the Developer, unless located within ten (10) feet of the main building.

Mailboxes. All mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be approved by the Developer with the cost being paid by the Outparcel owner, and shall be located at locations permitted or required by relevant postal authorities.

Outdoor Lighting. All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.

Window Air Conditioning Units. No window air conditioning units shall be permitted.

Nuisances. It shall be the responsibility of each Outparcel owner to prevent the development or existence of any unclean, unsightly or unkept condition of any improvements or grounds of their Outparcel which would tend to substantially decrease the beauty of the Property as a whole or a specific area thereof.

In order to implement an attractive overall appearance, the Developer, its legal representatives and agents, successors and assigns, reserve unto themselves the right to enter any Outparcel for the propose of removal of any trash which may have collected on such Outparcel without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the Developer to provide trash removal services, and in the event that it shall be necessary for the purpose of removing trash or otherwise policing and maintaining said property for the purpose of implementing the attractive overall appearance of the Property, the owner agrees to pay all costs therefor.

No offensive activity shall be carried on upon any Outparcel, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Development or any occupant therein. There shall not be maintained any plants, poultry, animals or device or thing of any sort and nature whose normal activities or existence is in any way dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of other property in the Development by the owners thereof.

Prohibited Uses. Any future development or operation of any Outparcel subject to this Declaration is hereby prohibited from the operation or conducting of any and all illegal uses within the Outparcel, in addition to the following specifically prohibited uses:

(i) Any establishment selling or exhibiting "obscene" material (not to be defined to include adult magazines that may be sold from grocery stores, convenience stores or liquor stores).

(ii) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines or video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities, lottery or charitable gambling activities so long as such activities are incidental to the business operation being conducted by an occupant of such Outparcel.

(iii) Any establishment selling or exhibiting drug paraphernalia.

(iv) Any establishment which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff, massage parlors, or similar establishments.

(v) Any residential use of an Outparcel (i.e. bed and breakfast, single or multifamily housing, etc.).

(vi) Any stand-alone garden or nursery, or roadside fruit and vegetable stand.

(vii) Any swimming pool, spa or hot tub sales.

(viii)Any novelty or souvenir shops or used merchandise stores.

(ix) Any satellite antennae sales, equipment rental and/or leasing, assembly of electronic components, automobile cleaning and detailing, automobile repair, coin operated laundry, or major/minor household repair operations.

(x) Any use of an Outparcel as a parking garage or parking lot, recycling collection point, public transportation terminal, or emergency shelter.

(xi) Any tattoo or body piercing establishment.

(xii) Any use of an Outparcel for temporary commercial amusement, or for a tourist camp or park.

(xiii) Any church, temple, or mosque, or other place of worship.

(xiv) Any commercial indoor or outdoor recreation facilities including but not limited to: baseball/batting, driving range, miniature golf, or pitch and putt.

(xv) Any Full service/self service gas station or convenience store will only be permitted provided that it complies with the Foxwood Development architectural, landscape, and signage design criteria.

Grassed Areas and Yards. All Outparcels shall, upon completion of the building and prior to any person occupying the building, be fully landscaped and grassed. The owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Outparcel in a neat, clean, orderly and healthy condition. The lawn shall be comprised of St. Augustine or zoysia grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. Grassed areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. No artificial shrubbery, trees, or other artificial vegetation or landscaping shall be permitted, except that live shrubbery, trees or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas. All shrubbery shall be regularly trimmed, fertilized, watered and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The owner's maintenance and care obligations as set forth herein shall apply to all portions of the Outparcel including any easements located on or adjacent thereto, including front, side and rear road and utility easements.

Irrigation. All landscaped or grassed areas shall be serviced by an automatic in-ground irrigation systems.

Swale/Berm Maintenance. The Developer may construct a drainage swale/berm upon certain Outparcels for the purpose of managing and containing the flow of excess surface water, if any, found upon such Outparcel from time to time. Each Outparcel owner shall be responsible for the maintenance, operation and repair of the swale/berm on their Outparcel. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales/berms to provide drainage, water storage, conveyance or other storm water management capabilities as permitted by the SouthWest Florida Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales/berms is prohibited. No alteration of the drainage swale/berm shall be authorized and any damage to any swale/berm, whether caused by natural of human induced phenomena, shall be repaired and the drainage swale/berm returned to its former condition as soon as possible by the owner(s) of the Outparcel(s) upon which the drainage swale/berm is located.

6) PROPERTY OWNERS ASSOCIATION.

There may be, subsequent to the recording of this Agreement, the establishment of a Property Owner's Association (hereinafter "Association"), subject to the terms and conditions as hereinafter described.

1. Membership. Members shall be all persons or entities who are record owners of a fee or undivided interest in any Outparcel in the Project. Each Outparcel shall be entitled to one vote. The Developer shall be entitled to four (4) votes for each Outparcel they hold title to. When more than one person holds such interest or interests in any Outparcel, the vote for such Outparcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Outparcel, except with respect to the rights of the Developer. Developer, at any time, may add additional property within the SECOND NINE Parcel to this Association in Developer's sole discretion.

2. Association. The Association shall be a non-profit corporation charged with the duties and vested with the powers prescribed by law and set forth in Articles of Incorporation, Bylaws and this Declaration. Neither the Articles of Incorporation nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Agreement. In the event of any such inconsistency, the provisions of this Agreement shall prevail.

3. Duties of the Association. The Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Agreement, have the obligations, duties and functions (subject to the provisions of this Agreement), to do and perform each and every one of the following for the benefit of the owners and for the maintenance, administration and improvement of the development.

4. Assessments. The Association shall have the specific right to levy assessments on the owners of all Outparcels and to enforce payment of such assessments, all in accordance with the provisions of this Agreement. Provided, however, that neither the Developer, nor any Outparcel owned by the Developer, shall be subject to special or regular assessments.

5. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of any Outparcels in the Project and in particular for the improvement and maintenance of properties, services, and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed, or furnished, which are devoted to the purpose and related to the use and enjoyment of the Owners of any Outparcels situated within the Project, including, but not limited to:

A. Payment of operating expenses of the Association.

B. Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways.

C. Management, maintenance, improvement and beautification of parks, lakes, ponds, buffer strips, and facilities, if any.

D. Trash and rubbish removal but only when and to the extent specifically authorized by the Association.

E. Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association.

F. Maintenance of roads. To contract and pay for the maintenance and landscaping of all roadways or rights-of-way within the Project whether or not same have been dedicated to a governmental unit or public authority.

G. Maintenance of stormwater systems and drainage. To contract and pay for the maintenance and landscaping of all stormwater systems and drainage systems within the Project whether or not same have been dedicated to a governmental unit or public authority, to also include the right of the Association to perform all wetland mitigation and monitoring required by the South West Florida Water Management District, and all of its rules and regulations to which

the Project is subject. At all times, the Association shall keep on file all necessary permits, including, but not limited to, environmental resource permits.

H. Professional services. To contract and pay for, or otherwise provide for, any necessary services of architects, engineers, attorneys, certified public accountants, and such other professional and non-professional services as the Association deems necessary.

I. Maintenance and repair contracts. To contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all improvements of whatsoever kind and for whatever purpose, including, but not limited to, road repairs and maintenance, from time to time located upon or within the Project.

6. Rule Making. The Association shall make, establish, promulgate, amend or repeal any rules and regulations as may be deemed necessary by the Association.

7. Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Agreement, as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Agreement and the rules and regulations of the Association.

8. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Outparcel, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association:

A. The original assessments.

B. Annual assessments or charges.

C. Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereafter provided.

The original, annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge against an Outparcel and shall be a continuing lien upon the Outparcel against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the Owner of such Outparcel at the time when the assessment fell due.

The lien created by the above paragraph shall only be inferior and subordinate to any purchase money mortgage to the Developer or any mortgages executed in favor of an institutional lender by the Developer.

7) **CONSTRUCTION STANDARDS**. Any construction done, including, but not limited to, maintenance, repair, replacement or relocation of improvements by an Owner on a Outparcel of another Owner, including any work as contemplated by Section 3 or 4 above, or as otherwise permitted herein, shall be subject to and performed substantially in accordance with the following provisions:

a) It shall be the constructing Party's sole responsibility to comply with all applicable laws, ordinances, rules and regulations in its use and in its activities.

b) Construction and installation of any Improvements contemplated by or permitted hereunder, once commenced, shall proceed continuously and diligently until completion and such construction and installation shall be carried on in such a fashion so as not to unreasonably interfere with the use and maintenance of the other Party's Outparcel, or the Improvements located thereon. Following such construction the area of construction and any Improvements thereon, as well as the remainder of the non-constructing Party's Outparcel and any adjoining land disturbed or effected by the construction, shall be returned by the constructing Party, at its sole cost and expense, to substantially the same condition existing prior to said construction work unless otherwise agreed by the Parties. If the constructing Party fails to return the area of construction and any Improvements thereon to condition reasonably similar to the original condition or to some other condition otherwise agreed upon by the Parties, the non-constructing Party, after providing thirty (30) days advance written notice, shall have the right to do at the constructing Party's expense, whereupon the constructing Party shall immediately reimburse the non-constructing Party for all monies reasonably expended to do so.

c) The constructing Party hereby agrees to indemnify and hold the non-constructing Party harmless from any and all losses, claims, damages, expenses, liabilities, causes or action, judgments, litigation expenses (including reasonable attorneys' fees incurred at all trial and appellate levels) or other damages, other than damages caused by the non-constructing Party's own negligence or willful misconduct, incurred by the non-constructing Party as a result of construction activities of said Party, as provided herein.

d) The constructing Party shall furnish to the other Party, upon request, a true and correct copy of a full and complete waiver of lien in accordance with the provisions of Florida Construction Lien Law, as the same may be amended or supplemented form time to time, from any contractor or materialmen providing contracting services, labor or supplies with respect to the construction.

e) Prior to the commencement of any construction activities as provided herein, the constructing Party shall obtain, or require its contractor to obtain, and thereafter maintain so long as such construction is occurring, at least the minimum insurance coverage as set forth below:

i) Worker's Compensation – Statutory Limits;

ii) Employer's Liability – $500,000.00;

iii) Comprehensive and General Auto Liability with no special terms, conditions or exclusions, as follows:

(1) Bodily injury.....$1,000,000.00 per occurrence
(2) Property damage.....$1,000,000.00 per occurrence

The non-constructing Party shall be named as an additional insured with respect to such insurance, and such insurance shall not be canceled without at least thirty (30) days prior written notice to the non-constructing Party. If such insurance is canceled or expires then the constructing Party shall immediately stop all work until either the required insurance is reinstated or replacement insurance is obtained.

8) **SUPERIORITY OF AGREEMENT TERMS.** All easements, rights, restrictions and covenants specified in this Agreement and any subsequent amendment or modification thereof shall be superior to all leases, sales, conveyances, transfers, assignments, contracts and mortgages (except that any institutional mortgagee shall have no financial or other obligations under this Agreement

until such time as it acquires title to any Outparcel or any portion thereof) and other encumbrances and instruments in any way affecting the Outparcels, and any Party foreclosing any such mortgage, deed of trust, lien or encumbrance and all persons or entities acquiring title to any interest in title to such portion of a Outparcel that is subject to the easements, covenants and rights granted under this Agreement shall take title to said real property subject to the terms and provisions of this Agreement.

9) **REPRESENTATIONS AND WARRANTIES**: SECOND NINE represents and warrants that it is the owner of all of the Outparcels as of the date hereof, has full and complete authority to enter into this Agreement, and that upon the execution, delivery and recording of this Agreement in the public records of Marion County, Florida the obligations of SECOND NINE hereunder shall be valid and binding obligations upon SECOND NINE and any successors in title to the Outparcels or any portion thereof.

10) **COVENANTS RUN WITH LAND**. The easements, rights, obligations, restrictions, covenants and indemnities granted under the terms of this Agreement are appurtenant to the ownership of the Outparcels, respectively, and such grants of easements, rights, obligations, restrictions, covenants and indemnities shall run with the ownership of the Outparcels and shall be binding upon and inure to the benefit of the owners of the Outparcels, respectively, and their respective successors, assigns, grantees, tenants and personal representatives. Whenever an Owner is given any rights or obligations under this Agreement, the rights and obligations shall run to the Owner of each respective Outparcel, both now and in the future.

11) **GENERAL PROVISIONS**.

a) **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. To the fullest extent permitted by law, the parties hereto hereby (a) submit to the jurisdiction of the Florida and United States courts for the Florida judicial circuit and the federal district, respectively, in Marion County, Florida, for purposes of any legal action or proceeding bought under or in connection with this Agreement (b) agree that exclusive venue of any such action or proceeding may be laid in Marion County, Florida, and (c) waive any claim that the same is an inconvenient forum.

b) **Amendment.** The Developer reserves for itself, its successors and assigns, and shall have the right:

A. To amend this Agreement for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein.

B. To amend this Agreement in the Developers sole discretion, provided, however, that the Developer acknowledges the intent of any amendments being to improve the attractiveness and living conditions of the Project, and which do not lower standards of the Covenants and Restrictions herein contained.

C. Any amendment to this Agreement which alter the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

c) **Notices**. Any notice required or permitted hereunder, and all demands and request given or required to be given by any Party hereto to another Party, shall be in writing unless otherwise provided herein and shall be deemed given (i) when received, if personally delivered, or (ii) if sent by Federal Express (which term shall be deemed to include within it any other nationally recognized reputable form of overnight couriers) one (1) day after depositing with Federal Express, charges prepaid, before its deadline for next-day delivery, or (iii) if mailed, five (5) days after mailing if such notice has been delivered to the United States Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt.

i) If given to SECOND NINE, any notice hereunder shall be addressed and given as follows:

SECOND NINE PARTNERS, LLC
Attn: Mark A. Jank
1041 SE 69th Place
Ocala, FL 34480

ii) If given to the Owner of any Outparcel, any notice hereunder shall be addressed and given as follows:

To the address of such Owner as shown on the records of the Marion County Property Appraiser.

iii) Any Party hereto may change the address or addresses to which notice is to be sent by giving written notice of such change to the other Party in the manner provided herein.

d) **Severability**. All rights, power and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

e) **Section Headings**. The Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

f) **Time of Essence**. Time is of the essence with respect to this Agreement.

g) **Multiple Counterparts**. This Agreement may be executed in any number of multiple counterparts, each of which shall constitute a complete Agreement and all of which shall constitute the same agreement.

h) **Estoppel Certificate**. Each Party agrees that upon written request from time to time of any other Party, as often as is reasonable (but in no event more often than two (2) times per year), it will timely issue at no charge to a prospective mortgagee of such other Party or to a prospective purchaser or successor Party to such other Party, an estoppel certificate stating:

i) whether the Party to whom the request has been directed knows of any defaults by any Party under this Agreement, and if there are known defaults, specifying the nature thereof;

ii) whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, then stating the nature thereof);

iii) that to the best of the requested Party's knowledge this Agreement as of that date is in full force and effect; and

iv) that to the best of the requested Party's knowledge there are/are not any sums owed by any Party.

v) such statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based upon facts contrary to those asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement.

i) **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so in this Agreement.

j) **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Outparcels or of any Outparcel or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

k) **Agreement Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind or, otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.

l) **Perpetual Easements.** Those easements designated as being perpetual or as continuing beyond the term of this Agreement shall continue indefinitely and can be extinguished only by a written termination agreement signed by all the Parties, except as otherwise specifically stated herein.

m) **Enforcement**. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity. Failure by any Party to observe the covenants and agreements set forth herein shall not result in the termination of the rights granted under this Agreement, or in any manner curtail the use of any easements or rights granted herein, the remedy for such failure being limited to equitable relief and an action or actions for damages.

n) **Litigation**. In the event of any litigation arising out of this Agreement the prevailing Party shall be entitled to recover all reasonable costs and attorneys' fees incurred, whether or not such costs and attorneys' fees are incurred at the trial, appellate or post-judgment level of any litigation, or whether or not such costs and attorneys' fees are incurred with respect to any bankruptcy proceeding related hereto.

o) **Jury Waiver**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE,

TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. ALL PARTIES HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF THIS SECTION, WHICH CONCERNS THE WAIVER OF EACH PARTY'S RIGHT TO TRIAL BY JURY.

p) **Term of this Agreement.** This Agreement shall exist in perpetuity, unless and until this Agreement is terminated by a written termination agreement signed by all the parties to this Agreement or their successors. Upon termination of this Agreement, all rights, covenants and obligations arising hereunder shall terminate and have no further force and effect, provided, however, that this Agreement shall not limit or affect any remedy at law or in equity, that a Party may have against any other Party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination. Should the Association dissolve for any reason, the storm water management system shall be transferred to an agency or entity approved by the South West Florida Water Management District, and the South West Florida Water Management District shall have the right to take enforcement measures.

Notice. In the event an Owner, or their successors or assigns, default, fail to perform or fail to reimburse another Party as may be required by this Agreement, prior to otherwise seeking to enforce this Agreement, the non-defaulting Party shall notify any mortgagee of such defaulting Party of such default, failure to perform or failure to reimburse, and such mortgagee shall have an additional period of thirty (30) days from receipt of said notice to provide such reimbursement or otherwise cure the default or failure to perform.

IN WITNESS WHEREOF, the party hereto has executed this Agreement on the year and date first above stated.

SIGNATURE PAGE FOLLOWS

Signed and delivered in our presence as witnesses:

Carla Mc Cray
Print Name: Carla Mc Cray

Kimberly Roberts
Print Name: KIMBERLY ROBERTS

SECOND NINE PARTNERS, LLC, a Florida limited liability company

By: _____
Mark A. Jank, as Managing Member

STATE OF FLORIDA
COUNTY OF MARION

This instrument was acknowledged before me on May 20, 2016, by MARK A. JANK as Managing Member of SECOND NINE PARTNERS, LLC, a Florida limited liability company, who is personally known to me, on behalf of said limited liability company.

Audrey L. Bowers
Notary Public [Notary Seal]
My Commission Expires: 6/19/18

AUDREY L. BOWERS
Notary Public - State of Florida
My Comm. Expires Jun 16, 2018
Commission # FF 095053

EXHIBIT "A-1"
Legal Description
SECOND NINE Parcel

TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

EXHIBIT "A-2"
Project Legal Description

A PORTION OF TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "G". THENCE ALONG NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES) THE FOLLOWING THREE (3) COURSES, (1). N.61°52'28"W., 460.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,801.58 FEET, A CENTRAL ANGLE OF 05°13'06", AND A CHORD BEARING AND DISTANCE OF N.59°16'50"W., 528.21 FEET; (2). THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 528.39 FEET TO THE END OF SAID; (3). THENCE N.61°36'31"W., 33.86 FEET TO THE EASTERLY RIGHT OF WAY LINE OF N.W. 46TH TERRACE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID EASTERLY RIGHT OF WAY LINE, N.28°23'29"E., 272.56 FEET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 37°08'09", AND A CHORD BEARING AND DISTANCE OF N.09°49'25"E., 15.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 16.20 FEET TO THE END OF SAID CURVE; THENCE S.61°52'28"E., 522.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF N.73°07'32"E., 46.67 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.84 FEET TO A POINT OF TANGENCY; THENCE N.28°07'32"E., 122.00 FEET; THENCE S.61°52'28" E., 14.00 FEET; THENCE S.89°31'20"E., 192.61 FEET TO THE EASTERLY BOUNDARY OF AFORESAID TRACT "G"; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT "G", S.00°28'40"W., 593.66 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 7.11 ACRES, MORE OR LESS.

EXHIBITS "B-1" AND "B-2"

Plans for Project (to include legals of DRA, Access easement, and stormwater piping

SKETCH OF DESCRIPTION FOR:
SECOND NINE PARTNERS, LLC
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
CITY OF OCALA
"SHOPS AT FOXWOOD REPLAT"

DESCRIPTION: *(PROPOSED DRA)*

A PORTION OF TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "G". THENCE ALONG NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES) THE FOLLOWING THREE (3) COURSES, (1). N.61°52'28"W., 460.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,801.58 FEET, A CENTRAL ANGLE OF 05°13'06", AND A CHORD BEARING AND DISTANCE OF N.59°16'50"W., 528.21 FEET; (2). THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 528.39 FEET TO THE END OF SAID; (3). THENCE N.61°36'31"W., 33.86 FEET TO THE EASTERLY RIGHT OF WAY LINE OF N.W. 46TH TERRACE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID EASTERLY RIGHT OF WAY LINE, N.28°23'29"E., 272.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES, (1) N.28°23'29"E., 243.40 FEET; (2) THENCE N.00°18'01"W., 115.07 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.71°00'51" E., 358.98 FEET; THENCE S.28°07'32"W., 405.51 FEET; THENCE N.61°52'28"W., 300.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 08°58'51", AND A CHORD BEARING AND DISTANCE OF N.23°54'04"E., 3.91 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 3.92 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 2.70 ACRES, MORE OR LESS.

NOTES:

1. *DATE OF SKETCH: FEBRUARY 17, 2016.*
2. *SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.*
3. *UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.*
4. *PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.*
5. *BEARINGS ARE ASSUMED BASED ON THE EASTERLY BOUNDARY OF TRACT "G", OF SHOPS AT FOXWOOD, AS BEING S.00°28'40"W..*
6. *ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
7. *THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.*

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

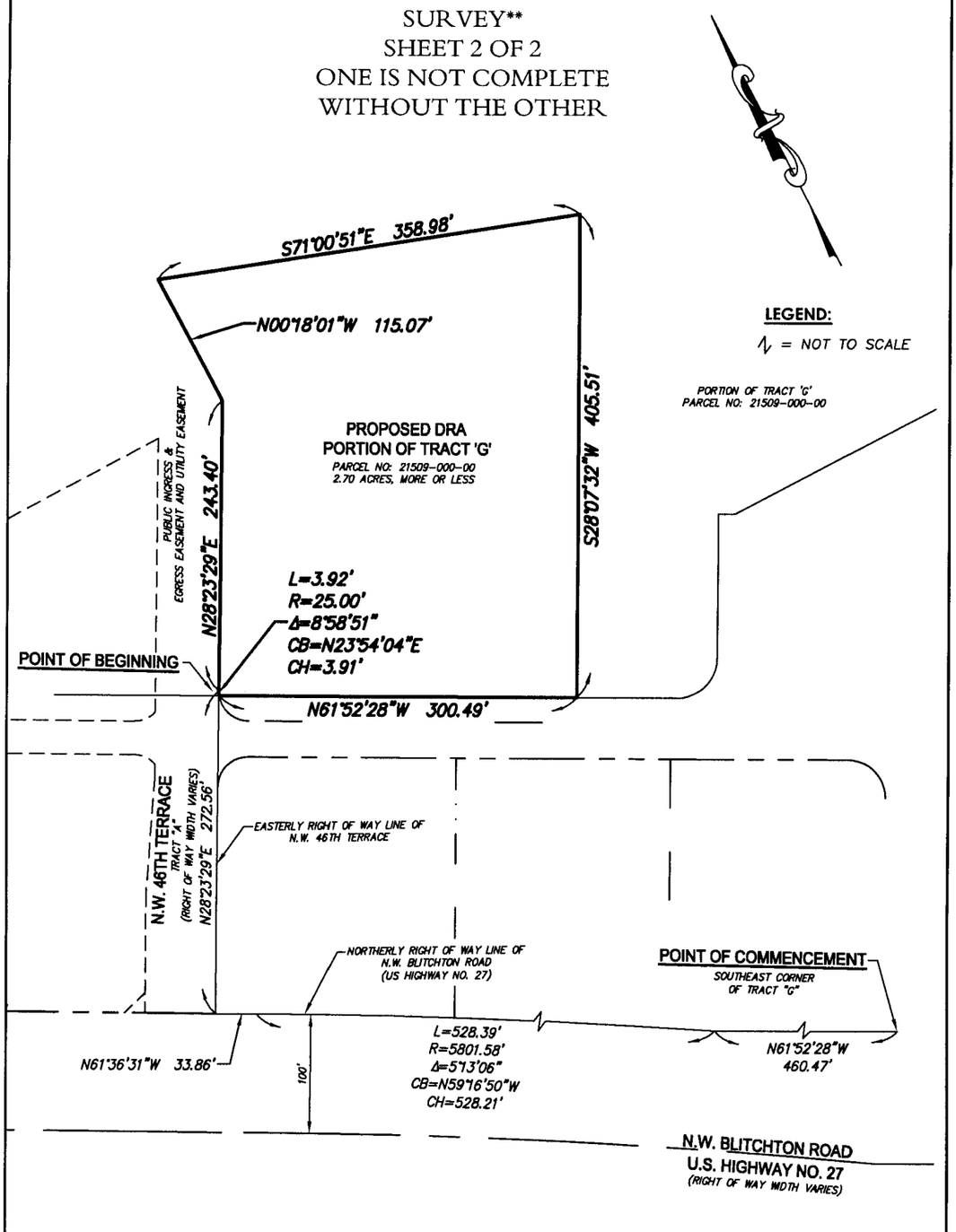
JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT + SURVEYING & MAPPING
PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
3120 NW SUITCHTON ROAD, OCALA, FLORIDA 34475

DRAWN:	C.J.H.	J.O.# 15176
REVISED:		DWG.# 15176SK DRA
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	
SCALE: 1" = 100'		COPYRIGHT © FEBRUARY, 2016

EXHIBIT B-1 1 of 2

SKETCH OF DESCRIPTION FOR:
SECOND NINE PARTNERS, LLC
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
CITY OF OCALA
"SHOPS AT FOXWOOD REPLAT"

NOTE: THIS IS NOT A SURVEY
SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER



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LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 6071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
3128 NW BLITCHTON ROAD, OCALA, FLORIDA 34475

DRAWN:	C.J.H.	J.O.# 15176
REVISED:		DWG.# 15176SK DRA
CHECKED:	C.J.H.	SHEET 2 OF 2
APPROVED:	C.J.H.	
SCALE: 1" = 100'		COPYRIGHT © FEBRUARY, 2016

2 of 2

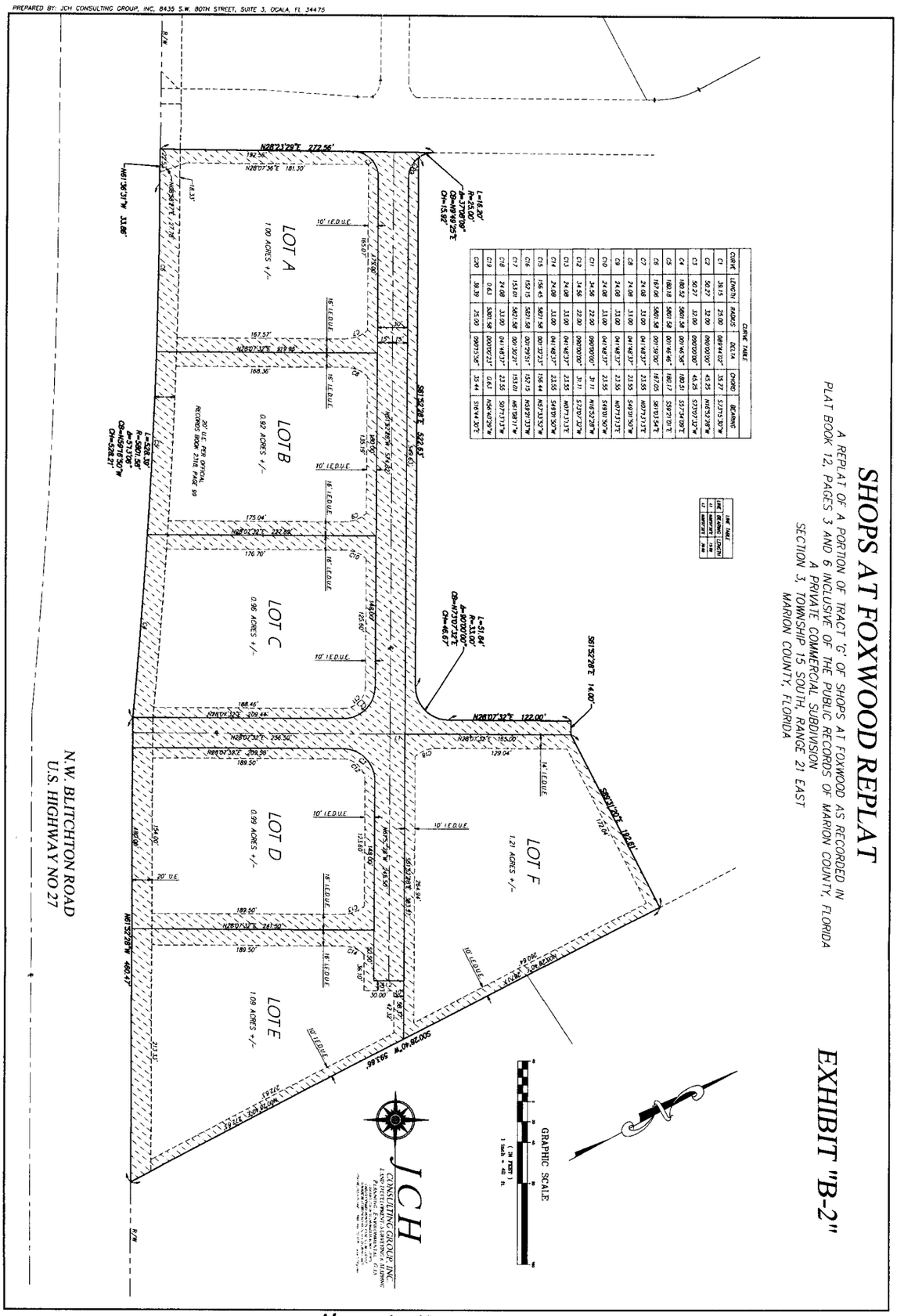


EXHIBIT B-2
1 of 3

SKETCH OF DESCRIPTION FOR:
SECOND NINE PARTNERS, LLC
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
CITY OF OCALA

"SHOPS AT FOXWOOD REPLAT"

DESCRIPTION:

A PORTION OF TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "G". THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT "G", N.00°28'40"E., 48.83 FEET TO THE POINT OF BEGINNING. SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 24°34'49", AND A CHORD BEARING AND DISTANCE OF N.49°35'04"W., 14.90 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.02 FEET TO THE END OF SAID CURVE; THENCE N.61°52'28"W., 213.88 FEET; THENCE N.28°07'32"E., 35.00 FEET; THENCE S.61°52'28"E., 14.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF S.16°52'28"E., 21.21 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.56 FEET TO THE END OF SAID CURVE; THENCE S.61°52'28"E., 155.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 70°16'22", AND A CHORD BEARING AND DISTANCE OF N.82°59'21"E., 28.78 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.66 FEET TO THE END OF SAID CURVE AND TO THE AFORESAID EASTERLY BOUNDARY OF TRACT "G"; THENCE ALONG SAID EASTERLY BOUNDARY, S.00°28'40"W., 44.85 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 0.11 ACRES, MORE OR LESS.

NOTES:

1. *DATE OF SKETCH: APRIL 18, 2016.*
2. *SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.*
3. *UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.*
4. *PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.*
5. *BEARINGS ARE ASSUMED BASED ON THE EASTERLY BOUNDARY OF TRACT "G", OF SHOPS AT FOXWOOD, AS BEING S.00°28'40"W..*
6. *ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
7. *THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.*

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
OF JCH CONSULTING GROUP, INC.

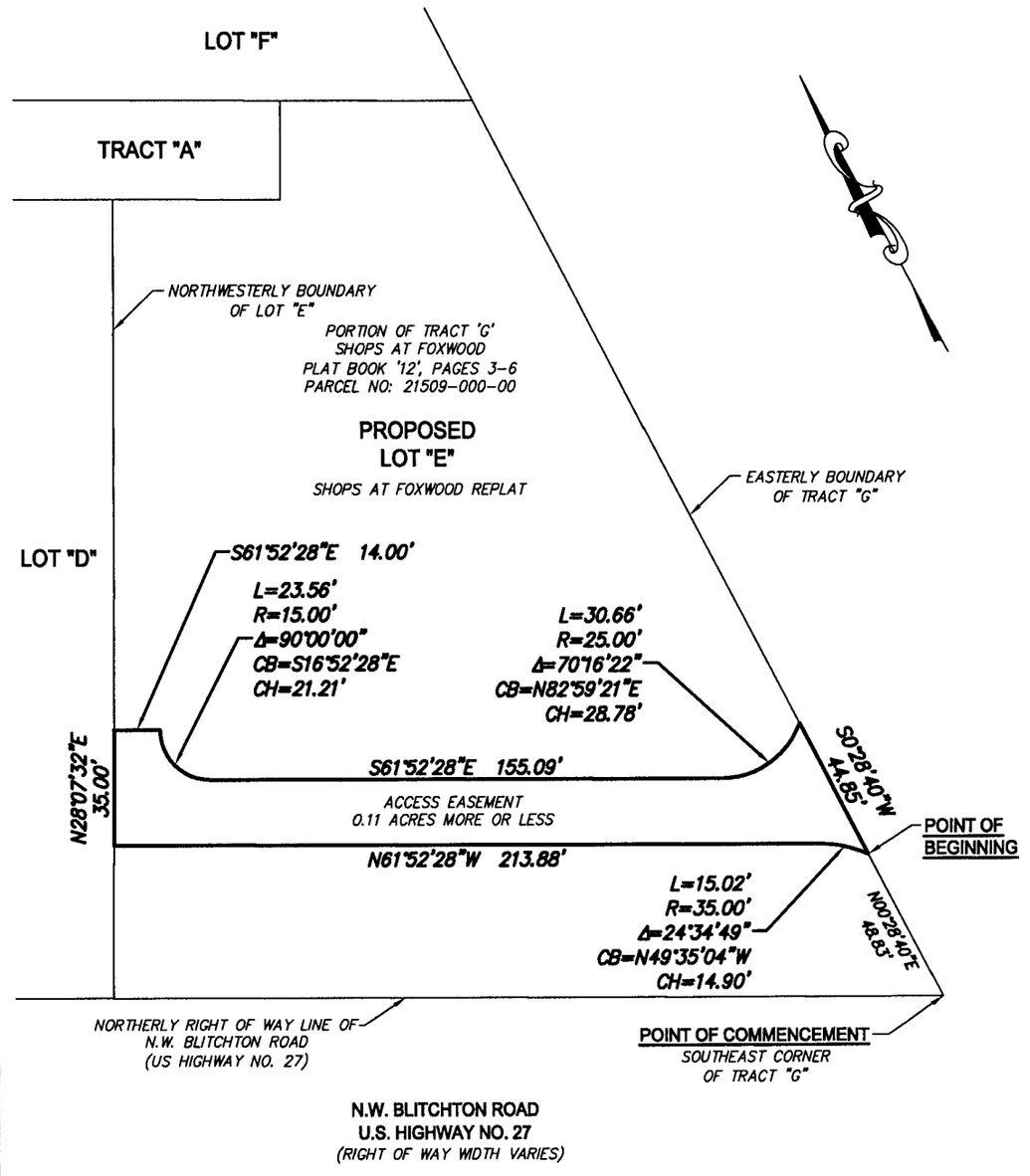
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
3128 NW ELTCHTON ROAD, OCALA, FLORIDA 34475

DRAWN:	C.J.H.	J.O.# 15176
REVISED:		DWG.# 15176SK ACCESS
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	ACCESS EASEMENT
SCALE: 1" = 40'		COPYRIGHT © APRIL, 2016

2 of 3

SKETCH OF DESCRIPTION FOR:
SECOND NINE PARTNERS, LLC
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
CITY OF OCALA
"SHOPS AT FOXWOOD REPLAT"



NOTE: THIS IS NOT A SURVEY
SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6863
3128 NW BLITCHTON ROAD, OCALA, FLORIDA 34475

DRAWN:	C.J.H.	J.O.# 15176
REVISED:		DWG.# 15176SK ACES
CHECKED:	C.J.H.	SHEET 2 OF 2
APPROVED:	C.J.H.	ACCESS EASEMENT
SCALE: 1" = 40'		COPYRIGHT © APRIL, 2016

3 of 3

SHOPS AT FOXWOOD REPLAT

PLAT BOOK 12, PAGE 161

SHEET 1 OF 3

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN
PLAT BOOK 12, PAGES 3 AND 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA
A PRIVATE COMMERCIAL SUBDIVISION
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

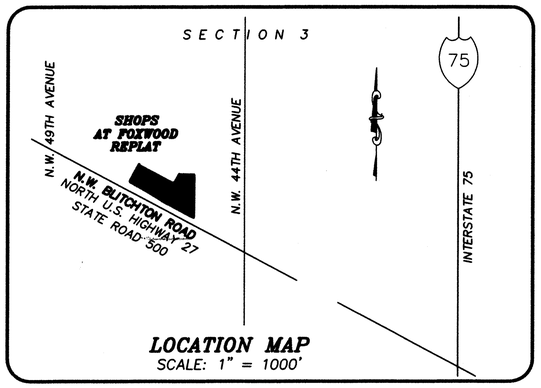
DESCRIPTION:

A PORTION OF TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "G". THENCE ALONG NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES) THE FOLLOWING THREE (3) COURSES, (1). N.61°52'28"W., 460.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,801.58 FEET, A CENTRAL ANGLE OF 05°13'06", AND A CHORD BEARING AND DISTANCE OF N.59°16'50"W., 528.21 FEET; (2). THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 528.39 FEET TO THE END OF SAID; (3). THENCE N.61°36'31"W., 33.86 FEET TO THE EASTERLY RIGHT OF WAY LINE OF N.W. 46TH TERRACE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID EASTERLY RIGHT OF WAY LINE, N.28°23'29"E., 272.56 FEET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 37°08'09", AND A CHORD BEARING AND DISTANCE OF N.09°49'25"E., 15.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 16.20 FEET TO THE END OF SAID CURVE; THENCE S.61°52'28"E., 522.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF N.73°07'32"E., 46.67 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.84 FEET TO A POINT OF TANGENCY; THENCE N.28°07'32"E., 122.00 FEET; THENCE S.61°52'28" E., 14.00 FEET; THENCE S.89°31'20"E., 192.61 FEET TO THE EASTERLY BOUNDARY OF AFORESAID TRACT "G"; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT "G", S.00°28'40"W., 593.66 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 7.11 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. ADVISORY NOTICE ~ ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12083C5040, MARION COUNTY, FLORIDA DATED AUGUST 28, 2008, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" – AN AREA OF MINIMAL FLOODING. THE FLOODING LIMITS HAVE BEEN IDENTIFIED HEREIN AS CURRENTLY ESTABLISHED AT THE TIME OF THE 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.
2. CURRENT ZONING IS B-2 (COMMUNITY BUSINESS), CURRENT LAND USE IS COMMERCIAL.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.00°28'40"W. ALONG THE BOUNDARY OF TRACT "G" OF THE SHOPS AT FOXWOOD.
4. ALL OF THE LAND DESCRIBED ON THIS PLAT IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
5. NO TRACT SHALL BE DIVIDED OR RESUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR UNTIL A REPLAT IS FILED WITH MARION COUNTY, FLORIDA, WHICH REPLAT COMPLIES WITH THE PROVISIONS OF THE LAND DEVELOPMENT CODE. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY, FLORIDA.
6. COUNTY OFFICIALS EMPLOYED BY THE COUNTY BUILDING AND ZONING DEPARTMENT, COUNTY ENVIRONMENTAL HEALTH DEPARTMENT AND THE COUNTY ENGINEERING DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS INCLUDED IN THIS PLAT FOR THE PURPOSES OF INSPECTING ANY AND ALL FACILITIES, STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS IN ORDER TO ASSURE THAT THE SAME ARE IN KEEPING WITH THE PUBLIC SAFETY, HEALTH AND GENERAL WELFARE.
8. ALL TRAFFIC SIGNS INCLUDING STREET NAME SIGNS ARE TO BE MAINTAINED BY THE ADMINISTRATOR AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
9. WHEREVER IN THIS PLAT REFERENCE IS MADE TO THE DEVELOPER'S "DESIGNATED SUCCESSORS AND ASSIGNS", SUCH REFERENCE SHALL MEAN AND REFER TO THOSE SUCCESSORS OR ASSIGNS OF THE DEVELOPER TO WHOM THE DEVELOPER HEREAFTER TRANSFERS IN WRITING A SPECIFIC RIGHT RESERVED TO THE DEVELOPER IN THIS PLAT, WHICH SAID WRITING MAKES SPECIFIC REFERENCE TO THE PLAT NOTE ON THIS PLAT THAT RESERVES TO THE DEVELOPER THE RIGHT BEING TRANSFERRED, AND WHICH SAID WRITING IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
10. THIS PLAT CONTAINS SIX (6) LOTS, TWO (2) TRACTS, AND 0.21 MILES OF ROAD.
11. ALL DISTANCES SHOWN HEREON ARE GROUND.
12. THIS PLAT IS 3 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR LEGAL DESCRIPTION AND DEVELOPER ACKNOWLEDGEMENTS & DEDICATION SEE SHEETS 1 & 2. FOR BOUNDARY DETAIL, AND LOT DIMENSIONS SEE SHEET 3.
13. PROPERTY IS LOCATED WITHIN THE SECONDARY ZONE OF THE SPRINGS PROTECTION ZONE.
14. WATER AND SEWER SERVICE ARE BEING PROVIDED BY THE CITY OF OCALA.
15. DRIVEWAY ACCESS TO ALL CORNER LOTS SHALL BE 50' OR 1/2 THE LOT WIDTH FROM PAVEMENT P.T., WHICHEVER IS LESS.
16. FIRE PROTECTION IN ACCORDANCE WITH THE MARION COUNTY L.D.C. WILL BE PROVIDED VIA THE CENTRAL POTABLE WATER SYSTEM FOR THIS PROJECT.
17. IF ANY PROVISION OF THIS PLAT IS INVALID OR UNENFORCEABLE, ALL PROVISIONS OF THIS PLAT OTHER THAN SUCH INVALID OR UNENFORCEABLE PROVISION SHALL CONTINUE IN FULL FORCE AND EFFECT. IF THE APPLICATION OF ANY PROVISION OF THIS PLAT TO ANY PARTICULAR PERSON OR CIRCUMSTANCE IS INVALID OR UNENFORCEABLE, ALL VALID AND ENFORCEABLE PROVISIONS OF THIS PLAT SHALL APPLY FULLY TO ALL PERSONS AND CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH SUCH APPLICATION IS INVALID OR UNENFORCEABLE.
18. THIS PLAT DEPICTS A SURVEY PERFORMED FOR THE SPECIFIC PURPOSE OF RECORDING A SUBDIVISION PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.
19. COUNTY OFFICIALS EMPLOYED BY THE COUNTY BUILDING AND ZONING DEPARTMENT, COUNTY ENVIRONMENTAL HEALTH DEPARTMENT, AND COUNTY ENGINEERING DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS INCLUDED IN THIS PLAT FOR THE PURPOSES OF INSPECTING ANY AND ALL FACILITIES, STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS IN ORDER TO ASSURE THAT THE SAME ARE IN KEEPING WITH THE PUBLIC SAFETY, HEALTH AND GENERAL WELFARE.
20. ALL UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER FACILITY.
21. UTILITY EASEMENTS ARE SHOWN BY DASHED LINES ON THE ATTACHED PLAT. ALL PUBLIC UTILITY COMPANIES AND GOVERNMENTAL AGENCIES ARE GRANTED THE RIGHT TO INSTALL AND MAINTAIN UTILITIES AND DRAINAGE FACILITIES IN THE EASEMENTS.
22. STATE PLANE COORDINATES BASED ON C.O.E.D. G.P.S. CONTROL POINTS 0009 AND 0010, NAD-83 (1990 ADJUSTMENT).
23. IMPROVEMENTS ASSOCIATED WITH THIS PLAT ARE DISCHARGED INTO LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6411, PAGE 1447, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
24. ALL LOTS SHALL USE SUBDIVISION'S INTERNAL ROADWAYS FOR VEHICLE/DRIVEWAY ACCESS. DIRECT VEHICLE/DRIVEWAY ACCESS THROUGH LOTS TO U.S. HIGHWAY 27 IS PROHIBITED.



LOCATION MAP
SCALE: 1" = 1000'

CONCURRENCY NOTE:

THIS PROPOSED SUBDIVISION HAS NOT BEEN GRANTED CONCURRENCY APPROVAL AND/OR RESERVED ANY PUBLIC FACILITY CAPACITIES. FUTURE RIGHTS TO DEVELOP THE RESULTING 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/DRAINAGE PLAN REVIEW AND/OR BUILDING PERMIT REVIEW.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

APPROVAL OF COUNTY OFFICIALS: DEVELOPMENT REVIEW COMMITTEE:

BY: _____ COUNTY ENGINEERING
BY: _____ COUNTY FIRE SERVICES
BY: _____ COUNTY GROWTH SERVICES
BY: _____ COUNTY SURVEYOR
BY: _____ COUNTY UTILITIES
BY: _____ COUNTY BUILDING SAFETY

CERTIFICATE OF APPROVAL. THIS IS TO CERTIFY THAT ON THE 21ST DAY OF JUNE, 2016 THE FOREGOING PLAT WAS WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

BY: KATHY BRYANT, CHAIRMAN
PRINTED NAME
BOARD OF COUNTY COMMISSIONERS

BY: Kathy Bryant
SIGNATURE
KATHY BRYANT, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST: DAVID R. ELLSPERMANN
PRINTED NAME
CLERK OF THE CIRCUIT COURT

ATTEST: _____
SIGNATURE
DAVID R. ELLSPERMANN
CLERK OF THE CIRCUIT COURT

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1	DESCRIPTION, SURVEYOR'S NOTES & CERTIFICATION, LOCATION MAP, COUNTY APPROVALS
2	DEVELOPERS' ACKNOWLEDGEMENT & DEDICATION, CONSENT OF MORTGAGEES, TITLE CERTIFICATE
3	STATE PLANE COORDINATES DETAIL OF PROPERTY ENCOMPASSING

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT · SURVEYING & MAPPING
PLANNING · ENVIRONMENTAL · G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
3128 NW BLITCHTON ROAD, OCALA, FLORIDA 34475
PHONE (352) 405-1462 FAX (888) 272-4335 www.JCHgc.com

CLERK OF CIRCUIT COURT'S ACKNOWLEDGMENT:

I HEREBY CERTIFY THAT THE ATTACHED PLAT CONFORMS WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND THAT SAID PLAT WAS FILED FOR RECORD IN PLAT BOOK 12, AT PAGES 161-163 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AT 4:00 P.M.. ON THIS 21 DAY OF June, 2016.

BY: _____ 4:00 PM 6-21-16
DAVID R. ELLSPERMANN
CLERK OF THE CIRCUIT COURT

ASSESSMENT NOTIFICATION:

THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AS A CONDITION PRECEDENT TO THE ACCEPTANCE OF THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS, DOES HEREBY NOTIFY ALL PRESENT AND FUTURE OWNERS OF PROPERTY SHOWN ON THIS PLAT THAT THE LANDS INCLUDED IN THIS PLAT ARE SUBJECT TO SPECIAL ASSESSMENTS AS MAY BE PERMITTED BY LAW TO FINANCE COSTS INCURRED IN CONNECTION WITH THE MAINTENANCE, OPERATION AND CONSTRUCTION OF A CENTRAL WATER SYSTEM AND SEWER SYSTEM AND/OR TRAFFIC SAFETY IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO TURN LANES, BY-PASS LANES AND TRAFFIC SIGNALS WHEN, IN THE OPINION OF SAID BOARD OR OTHER GOVERNING BODY HAVING JURISDICTION, SUCH FACILITIES BECOME NECESSARY IN ORDER TO PROTECT THE ENVIRONMENT AND THE HEALTH, SAFETY AND WELFARE OF THE GENERAL PUBLIC.

Kathy Bryant
KATHY BRYANT, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 06/15/16
CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION
NO. LB 8071
3128 NW BLITCHTON ROAD
OCALA, FLORIDA 34475

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY MARION COUNTY.

JOHN R. ARCHER JR. P.S.M. 5531 — 6/20/16

PREPARED BY: JCH CONSULTING GROUP, INC. 8435 S.W. 80TH STREET, SUITE 3, OCALA, FL 34475

SHOPS AT FOXWOOD REPLAT

PLAT BOOK 12, PAGE 162
SHEET 2 OF 3

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN
PLAT BOOK 12, PAGES 3 AND 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA
A PRIVATE COMMERCIAL SUBDIVISION
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

SHEET INDEX

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3	STATE PLANE COORDINATES DETAIL OF PROPERTY ENCOMPASSING

DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT MARK A. JANK, MANAGER OF SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAVE CAUSED TO BE MADE THE PLAT OF "SHOPS AT FOXWOOD REPLAT", THE SAME BEING A SUBDIVISION OF LAND HEREON DESCRIBED; TRACTS "A" & "B" AND THE INGRESS, EGRESS, DRAINAGE AND UTILITY EASEMENTS DEPICTED HEREON, TOGETHER WITH ALL IMPROVEMENTS THEREON SHALL BE PRIVATE PROPERTY AND ARE HEREBY DEDICATED TO AND MAINTAINED BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST. 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 PRIVATE STREETS. 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. MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON STORMWATER AND DRAINAGE FACILITIES WITHIN THE SUBDIVISION 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 SUBDIVISION SHALL BE SUBJECT TO A PERPETUAL RIGHT OF WAY EASEMENT HEREIN GRANTED FOR INGRESS AND EGRESS BY SANITATION, POSTAL, FIRE, LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICES, MARION COUNTY, AND CITY OF OCALA UTILITY PERSONNEL, PROVIDING SERVICE TO THE SUBDIVISION; AND THAT THE UTILITY EASEMENTS NOTED OR DEPICTED HEREON ARE RESERVED EXCLUSIVELY FOR SUCH USES BY THE UTILITIES (MUNICIPAL, GOVERNMENTAL, AND PRIVATE), TO WHOM RIGHTS IN SUCH EASEMENTS SHALL BE GRANTED FROM TIME TO TIME BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST, AND THAT NO OTHER OBLIGATION IS IMPOSED UPON MARION COUNTY OR ANY OTHER PUBLIC BODY FOR IMPROVEMENT OR MAINTENANCE OF THE STORMWATER DRAINAGE FACILITIES OR EASEMENTS.

IN WITNESS WHEREOF THE SAID SECOND NINE PARTNERS, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED ON THIS 16TH DAY OF JUNE, 2016.

SECOND NINE PARTNERS, LLC

BY: _____
MARK A. JANK, MANAGER

WITNESS _____ SIGNATURE
Tim Stepper PRINTED NAME

WITNESS _____ SIGNATURE
Amy C. Auvil PRINTED NAME

NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME THIS DAY PERSONALLY APPEARED, MARK A. JANK, MANAGER OF SECOND NINE PARTNERS, LLC, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED HEREIN ✓ OR WHO PRODUCED IDENTIFICATION _____ AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT HE DID SO FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL THIS 16th DAY OF JUNE, 2016.

NOTARY PUBLIC Deborah Peters
STATE OF FLORIDA

COMMISSION EXPIRES: JUNE 10, 2018

DEBORAH PETERS
MY COMMISSION # FF 131120
EXPIRES: June 10, 2018
Bonded Thru Notary Public Underwriters

JCH CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
3128 NW BLITCHTON ROAD, OCALA, FLORIDA 34475
PHONE: (352) 405-7462 FAX: (888) 272-8335 www.JCHcg.com

TITLE CERTIFICATE:

I HAVE EXAMINED A REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY OF THE TITLE TO THE ABOVE DESCRIBED LANDS IN MARION COUNTY, FLORIDA. BASED UPON THIS EXAMINATION, I FIND THE FEE SIMPLE TITLE THERETO VESTED IN SECOND NINE PARTNERS, LLC,, A FLORIDA LIMITED LIABILITY COMPANY. SUBJECT, HOWEVER TO THE FOLLOWING:

1. THAT CERTAIN MORTGAGE FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO THE PARK AVENUE BANK, FILED OF RECORD 11/23/2005 IN BOOK 4253, PAGE 568; AMENDED AND RESTATED IN BOOK 4892, PAGE 1550, IN THE ORIGINAL PRINCIPAL AMOUNT OF $7,000,000.00, AS ASSIGNED TO GATEWAY BANK OF CENTRAL FLORIDA BY DOCUMENT RECORDED IN BOOK 4892, PAGE 1547, AND THE TERMS AND CONDITIONS THEREOF. SAID MORTGAGE HAS BEEN MODIFIED BY INSTRUMENT(S) RECORDED IN BOOK 5455, PAGE 681; AND BOOK 5488, PAGE 1226; AND IN BOOK 5872, PAGE 215.
2. ASSIGNMENT OF RENTS AND LEASES FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO THE PARK AVENUE BANK, FILED OF RECORD 11/23/2005 IN BOOK 4253, PAGE 587; ASSIGNED IN BOOK 4892, PAGE 1547.
3. UCC-1 (FINANCING STATEMENT) RECORDED 11/23/2005 IN BOOK 4253, PAGE 597; ASSIGNED IN BOOK 4892, PAGE 1547.
4. ASSIGNMENT OF RENTS AND LEASES FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO GATEWAY BANK OF CENTRAL FLORIDA, FILED OF RECORD 09/20/2007 IN BOOK 4892, PAGE 1565.
5. UCC-1 (FINANCING STATEMENT) RECORDED 09/20/2007 IN BOOK 4892, PAGE 1570.
6. SECOND MORTGAGE DEED FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO GATEWAY BANK OF CENTRAL FLORIDA, FILED OF RECORD 1/8/2016 IN BOOK 6329, PAGE 331.
7. COLLATERAL ASSIGNMENT OF LEASES, RENTS AND PROFITS FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO GATEWAY BANK OF CENTRAL FLORIDA, FILED OF RECORD 1/8/2016 IN BOOK 6329, PAGE 346.
8. UCC-1 (FINANCING STATEMENT) RECORDED 1/8/2016 IN BOOK 6329, PAGE 351.
9. NOTICE OF COMMENCEMENT RECORDED 1/22/2016 IN BOOK 6335, PAGE 114.
10. EASEMENT RECORDED IN BOOK 1399, PAGE 129.
11. EASEMENT FOR SANITARY SEWER, RECORDED IN BOOK 2318, PAGE 99.
12. EASEMENT AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2144, PAGE 704.
13. MODIFICATION OF EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2681, PAGE 1554.
14. EASEMENT AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 3567, PAGE 417.
15. STORMWATER DRAINAGE EASEMENT AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 3567, PAGE 423, FIRST AMENDMENT IN BOOK 3882, PAGE 1812.
16. EASEMENT FOR INGRESS AND EGRESS, RECORDED IN BOOK 3854, PAGE 1618.
17. EASEMENT FOR INGRESS AND EGRESS AND UTILITIES, RECORDED IN BOOK 3854, PAGE 1610.
18. EASEMENT RECORDED IN BOOK 2719, PAGE 99, CORRECTED IN BOOK 3854, PAGE 1601.
19. MATTERS APPEARING ON THE PLAT RECORDED IN PLAT BOOK 12, PAGE(S) 3, INCLUDING, BUT NOT LIMITED TO, ANY BUILDING SETBACK LINES AND/OR EASEMENTS LYING WITHIN THE LOT(S) DESCRIBED IN EXHIBIT "A".
20. EASEMENT FOR DRAINAGE, RECORDED IN BOOK 4364, PAGE 1250.
21. ANNEXATION AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 5195, PAGE 673.
22. TERMS AND CONDITIONS OF RECIPROCAL EASEMENT AND CONSTRUCTION AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 5240, PAGE 1685.
23. ALL OF THE TERMS AND PROVISIONS SET FORTH AND CONTAINED IN THAT CERTAIN LEASE BETWEEN PUBLIX SUPER MARKETS, INC., LESSOR, AND SHOPS AT FOXWOOD LLC, LESSEE, A MEMORANDUM OF WHICH IS RECORDED IN BOOK 5240, PAGE 1707; FIRST AMENDMENT IN BOOK 5625, PAGE 657.
24. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, INCLUDING ANY AMENDMENTS OR MODIFICATIONS THERETO, WHICH CONTAINS PROVISIONS FOR A PRIVATE CHARGE OR ASSESSMENTS, RECORDED IN BOOK 5240, PAGE 1726, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C).
25. COVENANT RUNNING WITH THE LAND RECORDED IN BOOK 5377, PAGE 1030, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C).

BY: R. WILLIAM FUTCH, P.A.

_____
R. WILLIAM FUTCH, ESQ.

CONSENT OF MORTGAGEE:

KNOW ALL MEN BY THESE PRESENTS: THAT GATEWAY BANK OF CENTRAL FLORIDA, THE OWNER AND HOLDER OF THAT CERTAIN MORTGAGE DATED NOVEMBER 23, 2005, AND RECORDED IN OFFICIAL RECORDS BOOK 4253, PAGE 568 AND ASSIGNED ON SEPTEMBER 14, 2007 IN OFFICIAL RECORDS BOOK 4892, PAGE 1547 AND AMENDED ON SEPTEMBER 14, 2007 IN OFFICIAL RECORDS BOOK 4892, PAGE 1550, AND A COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT WITH ACKNOWLEDGMENT AND CONSENT DATED AUGUST 17, 2009 RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1799. SECOND MORTGAGE DATED JANUARY 08, 2016, RECORDED IN OFFICIAL RECORDS BOOK 6329, PAGE 331. ALL IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ENCUMBERING THE PROPERTY DESCRIBED HEREON, DOES CONSENT TO THIS PLAT AND JOINS IN THE DEDICATION HEREON.

IN WITNESS WHEREOF SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS CORPORATE NAME AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS PRESIDENT ALL BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATION ON THIS 16 DAY OF JUNE, 2016.

GATEWAY BANK OF CENTRAL FLORIDA

BY: _____
RUSSELL S. BRANSON, PRESIDENT

SEAL

WITNESS _____ SIGNATURE
J. A. MUSLEH PRINTED NAME

WITNESS _____ SIGNATURE
KATHLEEN DAVIS PRINTED NAME

NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME THIS DAY PERSONALLY APPEARED, RUSSELL S. BRANSON AS PRESIDENT OF GATEWAY BANK OF CENTRAL FLORIDA WELL KNOWN TO BE THE PERSON DESCRIBED HEREIN _____ OR WHO PRODUCED IDENTIFICATION _____ AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT HE DID SO AS AN OFFICER OF THE FOREGOING CORPORATION ALL BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATION.

WITNESS MY HAND AND SEAL THIS 16 DAY OF June, 2016.

NOTARY PUBLIC Cathia Gent
STATE OF FLORIDA

CATHIA GENT
Commission # FF 935424
Expires November 11, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 06/15/16
CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION
NO. LB 8071
3128 NW BLITCHTON ROAD
OCALA, FLORIDA 34475

SEAL

PREPARED BY: JCH CONSULTING GROUP, INC., 8435 S.W. 80TH STREET, SUITE 3, OCALA, FL 34475

SHOPS AT FOXWOOD REPLAT

PLAT BOOK 12, PAGE 163

SHEET 3 OF 3

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 AND 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA
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SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
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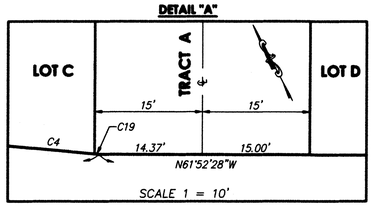
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	39.15	25.00	089°44'02"	35.27	S73°15'30"W
C2	50.27	32.00	090°00'00"	45.25	N16°52'28"W
C3	50.27	32.00	090°00'00"	45.25	S73°07'32"W
C4	180.52	5801.58	001°46'58"	180.51	S57°34'09"E
C5	180.18	5801.58	001°46'46"	180.17	S59°21'01"E
C6	167.06	5801.58	001°39'00"	167.05	S61°03'54"E
C7	24.08	33.00	041°48'37"	23.55	N07°13'13"E
C8	24.08	33.00	041°48'37"	23.55	S49°01'50"W
C9	24.08	33.00	041°48'37"	23.55	N07°13'13"E
C10	24.08	33.00	041°48'37"	23.55	S49°01'50"W
C11	34.56	22.00	090°00'00"	31.11	N16°52'28"W
C12	34.56	22.00	090°00'00"	31.11	S73°07'32"W
C13	24.08	33.00	041°48'37"	23.55	N07°13'13"E
C14	24.08	33.00	041°48'37"	23.55	S49°01'50"W
C15	156.45	5821.58	001°32'23"	156.44	N57°33'52"W
C16	152.15	5821.58	001°29'51"	152.15	N59°21'33"W
C17	153.01	5821.58	001°30'21"	153.01	N61°08'11"W
C18	24.08	33.00	041°48'37"	23.55	S07°13'13"W
C19	0.63	5801.58	000°00'23"	0.63	N56°40'29"W
C20	39.39	25.00	090°15'58"	35.44	S16°44'30"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N28°07'32"E	15.00
L2	N28°07'32"E	30.00

DETAIL "A"



SCALE 1 = 10'

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 06/15/16

CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION
NO. LB 8071
3128 NW BLITCHTON ROAD
OCALA, FLORIDA 34475

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

LEGEND UNLESS OTHERWISE NOTED

- ℄ = CENTERLINE OF RIGHT-OF-WAY
- ⊡ = PERMANENT REFERENCE MONUMENT SET 4" x 4" CONCRETE MONUMENT (LB 8071)
- ◉ = PERMANENT CONTROL POINT FOUND NAIL & DISK NO. LB 8071
- ● = SET 5/8" IRON ROD & CAP NO. LB 8071
- +/- = MORE OR LESS
- R/W = RIGHT OF WAY
- I.E.D.U.E. = INGRESS, EGRESS, DRAINAGE, AND UTILITY EASEMENT
- U.E. = UTILITY EASEMENT

PORTION OF PARCEL NO: 21509-000-00
ZONING: B-2 COMMUNITY BUSINESS
LAND USE: COMMERCIAL

TRACT "G"
SHOPS AT FOXWOOD
PLAT BOOK "12", PAGES 3-6

PARCEL NO: 21517-000-00
ZONING: B-2 COMMUNITY BUSINESS
LAND USE: COMMERCIAL

LOT 2
MARKETPLACE OF OCALA
PLAT BOOK "7", PAGES 81 & 82

PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS & EGRESS OVER AND ACROSS PARKING, DRIVEWAYS AND SIDEWALKS PER OFFICIAL RECORDS BOOK 2144, PAGE 704 AND MODIFIED IN OFFICIAL RECORDS BOOK 2681, PAGE 1554

N.W. 46TH TERRACE
PUBLIC INGRESS & EGRESS EASEMENT AND UTILITY EASEMENT
TRACT "A"
PER SHOPS AT FOXWOOD
PER PLAT BOOK 12, PAGES 3-6

EASTERLY RIGHT OF WAY LINE OF N.W. 46TH TERRACE

EASTERLY BOUNDARY OF TRACT "G" SHOPS AT FOXWOOD PLAT BOOK "12", PAGES 3-6

20' U.E. PER OFFICIAL RECORDS BOOK 2318, PAGE 99

POINT OF BEGINNING
SOUTHEAST CORNER OF TRACT "G"
SHOPS AT FOXWOOD
PLAT BOOK "12", PAGES 3-6

SEE DETAIL "A"

NORTHERLY RIGHT OF WAY LINE OF N.W. BLITCHTON ROAD (US HIGHWAY NO. 27)

N.W. BLITCHTON ROAD
U.S. HIGHWAY NO. 27
(RIGHT OF WAY WIDTH VARIES)

PREPARED BY: JCH CONSULTING GROUP, INC. 8435 S.W. 80TH STREET, SUITE 3, OCALA, FL 34476

File #: 2024-1651 Agenda Item #: e.

Second Nine Partners, LLC / LUC24-45697

Petitioner: Second Nine Partners, LLC
Agent: Tillman & Associates Engineering, LLC
Planner: Andrew Gray 352-629-8305
agray@ocalafl.gov

A request to change the Future Land Use designation from Commercial (County) to Low Intensity (City), for property located approximately 300-feet north of the intersection at US Highway 27 and NW 46th Terrace, Drainage Retention Area Tract B of the Foxwood III Replat (P.B. 14 Pg. 197), (Parcel 21509+001-02), approximately 1.85 acres.

Recommended Action: Approval

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, August, 6, 2024,** City Council meeting and second and final hearing at the **Tuesday, August 20, 2024** City Council meeting.

Submitted By: Andrew Gray

Presentation By: Andrew Gray

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Introduce a request to change the Future Land Use designation on approximately 1.85 acres for property located approximately 300-feet north of the intersection at US Highway 27 and NW 46th Terrace, Drainage Retention Area Tract B of Foxwood III Replat (P.B. 14, Pg. 197) (Parcel 21509+001-02) from Commercial (County) to Low Intensity (City) (LUC24-45697).

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner: Second Nine Partners LLC
- Property Owner: Second Nine Partners LLC
- Agent: Tillman & Associates Engineering, LLC

The subject property is currently in unincorporated Marion County and the petitioner is requesting to change the land use from Commercial (County) to Low Intensity (City). The current use of the subject property depicted on the Foxwood III plat is indicated to be a drainage retention area. Therefore, it will likely not be developed in the future with any alternative use. There are two other concurrent applications, consisting of an annexation (ANX24-45696) and a zoning change (ZON24-45698).

FINDINGS AND CONCLUSIONS: The proposed land use change for the subject property is compatible with the surrounding properties and with the contemporaneous zoning change request to B-2. The proposed land use change will not adversely affect the community's health, safety, convenience, prosperity, or general welfare. Staff recommends approval.

FISCAL IMPACT: N/A

ALTERNATIVES:
- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS:
- Staff Report
- Case Map
- Aerial Map

ORDINANCE 2024-XX

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP SERIES OF THE CITY OF OCALA, FLORIDA, COMPREHENSIVE PLAN AS REQUIRED IN SECTION 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE LAND USE CHANGE (CASE NO. LUC24-45697) INVOLVED AND TO AMEND THE FUTURE LAND USE MAP SERIES FROM COMMERCIAL (COUNTY) TO LOW INTENSITY (CITY) FOR PROPERTY LOCATED APPROXIMATELY 300-FEET NORTH OF THE INTERSECTION AT US HWY 27 AND NW 46TH TER (PARCEL 21509+001-02); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Ocala, Florida, to prepare and adopt a comprehensive plan in accord with the requirements of the said act; and

WHEREAS, the City of Ocala has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City of Ocala on October 22, 1991, adopted this plan including a Future Land Use Element consisting of a land use map series; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 provides for the amendment of an adopted plan or element or portion thereof; and

WHEREAS, on October 19, 2010, City Council adopted the Ocala 2035 Vision; and

WHEREAS, one of the strategies of the Ocala 2035 Vision was to initiate Comprehensive Plan Amendments (adopted on January 22, 2013) to be consistent with the Ocala 2035 Vision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The City of Ocala Comprehensive Plan, Future Land Use Element and Map Series is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes and pursuant to Section 106-38 of the Code of Ordinances, City of Ocala, Florida. The following described lands are hereby reclassified according to the City of Ocala Comprehensive Plan, Future Land Use Element as Low Intensity and the attached land use map, dated July 2020, is incorporated by reference into this ordinance:

SECTION 03, TOWNSHIP 15, RANGE 21, PLAT BOOK 014 PAGE 197, FOXWOOD III, TRACT B- WRA

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the Future Land Use Map of the City of Ocala is hereby amended to reflect the change in land use from Commercial (County) to Low Intensity (City) as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

Section 8. The effective date of this small-scale development amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of the amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of

noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

ATTEST:

By: _____
Angel B. Jacobs
City Clerk

CITY OF OCALA

By: _____
Barry Mansfield
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2024.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2024-XX
Introduced: Click or tap to enter a date.
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

Staff Report

Case No. LUC24-45697
Planning & Zoning Commission: July 8, 2024
City Council (1st Reading): August 6, 2024
City Council (Adoption): August 20, 2024

Petitioner: Second Nine Partners, LLC

Property Owner: Second Nine Partners, LLC

Agent: Tillman & Associates Engineering, LLC

Project Planner: Andrew Gray

Applicant Request: Change land use from Commercial (County) to Low Intensity (City) for continued use as a DRA in support of Foxwood III and Shops at Foxwood Replat.

Existing Future Land Use: Commercial (County)

Proposed Future Land Use: Low Intensity (City)

Existing Zoning District: B-2, Community Business (County)

Proposed Zoning District: B-2, Community Business (City)

Parcel Information

Acres: ± 1.85 acres

Parcel(s)#: 21509+001-02

Location: Approximately 300-feet north of the intersection at US Highway 27 and NW 46th Terrace.

Existing use: Drainage Retention Area (DRA)

Overlay(s): N/A

Adjacent Property Information

Direction	Future Land Use	Zoning District	Current Use
North	Low Intensity (City)	B-2, Community Business (City)	Proposed Hotel (Staybridge Suites)
South	Low Intensity (City)	B-2, Community Business (City)	Proposed Drive-through restaurant (Starbucks) and Financial Institution (Fifth Third Bank)
East	Low Intensity (City)	B-2, Community Business (City)	Proposed Hotel (Staybridge Suites)
West	Low Intensity (City)	SC, Shopping Center (City)	Vacant Commercial Shopping Center (Shops at Foxwood)

Background:

The subject property, identified by Parcel Identification Number 21509+001-02, contains approximately 1.85 acres, and is generally located just north of US Hwy 27 (NW Blitchton Rd) on NW 46th Ter and an internal subdivision frontage road associated with the Shops at Foxwood Replat. The subject property is identified as Tract B of the recorded plat of Foxwood III (Plat Book 14, Page 197), as recorded on May 18, 2022. The plat does not identify any restrictions on annexation and the subject property represents an enclave which is surrounded by the city limits on all sides.

The adjacent north and east acreage identified as Lot 2 on the subject plat and all the adjacent lots on the plat maps of the Shops at Foxwood and Shops at Foxwood Replat have been annexed and most are utilized for shopping center purposes while several others have been approved for other commercial development (drive-through restaurant, financial institution, and hotel). However, the Declaration of Easements with Covenants Affecting Land for the Shops at Foxwood Replat indicates that the subject property is a portion of the DRA Easement Area (subject to a perpetual, non-exclusive easement for the drainage and discharge of surface storm water runoff) in support of Shops at Foxwood Replat as well as a portion of Tract G, Shops at Foxwood (now known as Lot 2, Foxwood III).

The subject property has been developed with a drainage retention area which collects stormwater runoff and allows for up to 80% impervious area on the lots within the Shops at Foxwood Replat. Pursuant to Section 4 of the aforementioned declaration, maintenance of the drainage retention area is the responsibility benefitting lot owners. The current use of the subject property depicted on the Foxwood III plat is indicated to be a drainage retention area. During a site visit to the property, staff observed that the drainage retention area appears to be functioning as designed.

The subject property is in unincorporated Marion County and the petitioner is requesting to annex the property (Case: ANX24-45696) into the City for the property to be in the same jurisdiction as the lots which it is designed and constructed to support. The petitioner has submitted concurrent applications for a land use change to Low Intensity, and rezoning to B-2, Community Business (Case: ZON24-45698). The proposed B-2 zoning district is consistent with the requested Low Intensity land use, pursuant to Section 122-244.

Existing and Proposed Development Standards

	Future Land Use Category	Permitted Land Uses	Allowable Density	Allowable FAR
Existing	Commercial (County)	Office, Commercial, Public, Recreation, Residential, Campgrounds, Recreational Vehicle Park	8 units per acre	1.0 FAR
Proposed	Low Intensity (City)	Residential, office, commercial, public, recreation, institutional, light industrial, educational facilities	3-18 units per acre	0.75 FAR

Staff Analysis

The requested Low Intensity land use is compatible with the surrounding area. The proposed B-2, Community Business, zoning district is consistent with the requested Low Intensity future land use classification, pursuant to Section 122-244 of the Ocala Code of Ordinances. Moreover, the subject property will be maintained by the property owners and will not produce any additional demand for public facilities.

Factual Support

1. The requested land use change is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

    a. Future Land Use Element Policy 6.3: Low Intensity The intent of the Low Intensity land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special District districts. Low Intensity may contain a single use. Mixed use development is encouraged. Permitted uses include office, commercial, public, recreation, institutional, educational facilities and residential. Light industrial shall only be allowable in designated locations as specified in the Land Development Code and must meet the intent of the Low Intensity category, including form and design guidelines as applicable. It is also the intent of this category to promote a walkable suburban form.

    b. Future Land Use Element Policy 7.2: City guidelines shall be context-sensitive to providing appropriate transitions between adjacent land uses with particular emphasis on building compatibility between neighborhoods and non-residential uses.

2. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Level of Service Impact Analysis

Transportation: The subject property includes an interior location within the Shops at Foxwood located along US Hwy 27 (NW Blitchton Rd) and NW 49th Ave. The 2023 Congestion Management Data from the Ocala-Marion TPO for the affected roadway is provided below. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review.

Road/Street Name	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
US Hwy 27 (From NW 44th Ave to NW 49th Ave)	4	45 MPH	Arterial	D	55,700	21,700	B
US Hwy 27 (From NW 49th Ave to NW 60th Ave)	4	55 MPH	Arterial	D	55,700	18,100	B

Electric: The subject property is in the Ocala Electric Utility service territory.

Internet: Service is available. A City fiber optic cable runs along US Hwy 27 (NW Blitchton Rd), just south of the subject property.

Potable Water: Service is available. A City water main runs along US Hwy 27 as well as along the internal subdivision roads for Shops at Foxwood and Shops at Foxwood Replat. Connections would be determined during the site plan review and approval process although not necessary for the subject site.

Sanitary Sewer: Service is available. A City gravity main runs along US Hwy 27 as well as the internal subdivision roads for Shops at Foxwood and Shops at Foxwood Replat in the vicinity of the subject site. Connections would be determined during the site plan review and approval process although not necessary for the subject site.

Stormwater: The subject property is not located within a FEMA Flood Zone. Further, the subject site represents a drainage retention area in support of surrounding commercial lots (existing, proposed and future uses). This facility has presumably been designed to provide flood protection for a 100 year, 24-hour storm event.

Solid Waste: Trash pickup will be available when the property is annexed into city. Service is available to nearby properties within the City limits.

Fire Service: Ocala Fire Rescue Station #1, located at 505 NW Martin L King Ave, is approximately 3.7 miles and Ocala Fire Rescue Station #4, located at 3300 SW 20th St, is approximately 4.6 miles from the subject property.

Schools: This land use change is not anticipated to affect any school district

Staff Recommendation:	***Approval***

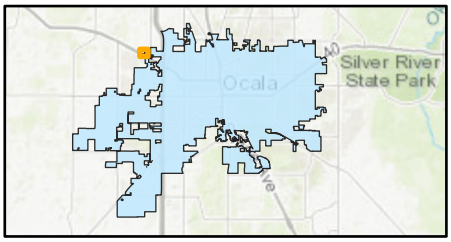
LAND USE CASE MAP

P & Z Meeting: July 8, 2024

Case Number: LUC24-45697

Parcel Number: 21509+001-02
Property Size: Approximately 1.85 acres
Land Use Designation: Commercial (County)
Zoning: No Zoning
Proposal: A request to change the Future Land Use designation from Commercial (County) to Low Intensity (City)

Location Map





Subject Property
Parcels
Low Intensity
Pending
City Limits
Commercial (County)

0 500 Feet

N

OCALA

Prepared by the City of
Growth Management Depa
by kwirthlin on 6/18/2024

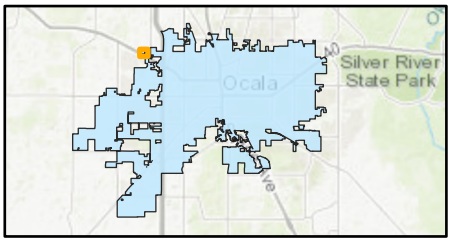
AERIAL MAP

P & Z Meeting: July 8, 2024

Case Number: LUC24-45697

Parcel Number: 21509+001-02
Property Size: Approximately 1.85 acres
Land Use Designation: Commercial (County)
Zoning: No Zoning
Proposal: A request to change the Future Land Use designation from Commercial (County) to Low Intensity (City)

Location Map





Subject Property

Parcels

City Limits

0 500 Feet

N

OCALA

Prepared by the City of
Growth Management Depa
by kwirthlin on 6/18/2024

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - 12-6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE: (352) 405-1402 FAX: (888) 272-4333 www.JCHcg.com

FOXWOOD III

A PLANNED UNIT DEVELOPMENT
(A PRIVATE COMMERCIAL SUBDIVISION)

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

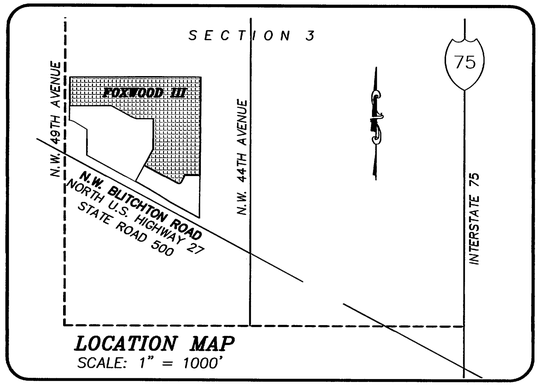
NOTES:

1. ADVISORY NOTICE ~ ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12083C504E, MARION COUNTY, FLORIDA DATED APRIL 19, 2017, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" – AN AREA OF MINIMAL FLOODING. THE FLOODING LIMITS HAVE BEEN IDENTIFIED HEREIN AS CURRENTLY ESTABLISHED AT THE TIME OF THE 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.
2. THE SITE'S FUTURE LAND USE DESIGNATION IS COMMERCIAL AND URBAN RESIDENTIAL; THE ZONING IS B-2 (COMMUNITY BUSINESS) AND PUD (PLANNED UNIT DEVELOPMENT), RESPECTIVELY.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF N.89°41'59"E. ALONG THE NORTH BOUNDARY LINE OF TRACT "G" OF THE SHOPS AT FOXWOOD PER PLAT BOOK 12, PAGES 3 THROUGH 6.
4. ALL OF THE LAND DESCRIBED ON THIS PLAT IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
5. NO LOT SHALL BE DIVIDED OR RESUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR UNTIL A REPLAT IS FILED WITH MARION COUNTY, FLORIDA, WHICH REPLAT COMPLIES WITH THE PROVISIONS OF THE LAND DEVELOPMENT CODE. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY, FLORIDA.
6. COUNTY OFFICIALS EMPLOYED BY THE COUNTY BUILDING AND ZONING DEPARTMENT, COUNTY ENVIRONMENTAL HEALTH DEPARTMENT AND THE COUNTY ENGINEERING DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS INCLUDED IN THIS PLAT FOR THE PURPOSES OF INSPECTING ANY AND ALL FACILITIES, STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS IN ORDER TO ASSURE THAT THE SAME ARE IN KEEPING WITH THE PUBLIC SAFETY, HEALTH AND GENERAL WELFARE.
7. ALL TRAFFIC SIGNS INCLUDING STREET NAME SIGNS ARE TO BE MAINTAINED BY THE ADMINISTRATOR AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
8. WHEREVER IN THIS PLAT REFERENCE IS MADE TO THE DEVELOPER'S "DESIGNATED SUCCESSORS AND ASSIGNS", SUCH REFERENCE SHALL MEAN AND REFER TO THOSE SUCCESSORS OR ASSIGNS OF THE DEVELOPER TO WHOM THE DEVELOPER HEREAFTER TRANSFERS IN WRITING A SPECIFIC RIGHT RESERVED TO THE DEVELOPER IN THIS PLAT, WHICH SAID WRITING MAKES SPECIFIC REFERENCE TO THE PLAT NOTE ON THIS PLAT THAT RESERVES TO THE DEVELOPER THE RIGHT BEING TRANSFERRED, AND WHICH SAID WRITING IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
9. THIS PLAT CONTAINS TWO (2) LOTS, TWO (2) TRACTS, AND 0 MILES OF ROAD.
10. ALL DISTANCES SHOWN HEREON ARE GROUND.
11. THIS PLAT IS 2 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR LEGAL DESCRIPTION, DEVELOPER ACKNOWLEDGEMENTS & DEDICATION SEE SHEET 1, FOR BOUNDARY DETAIL AND LOT DIMENSIONS SEE SHEET 2..
12. PROPERTY IS LOCATED WITHIN THE SECONDARY ZONE OF THE SPRINGS PROTECTION ZONE.
13. DRIVEWAY ACCESS TO ALL CORNER LOTS SHALL BE 50' OR 1/2 THE LOT WIDTH FROM PAVEMENT P.T., WHICHEVER IS LESS.
14. FIRE PROTECTION IN ACCORDANCE WITH THE MARION COUNTY LAND DEVELOPMENT CODE WILL BE PROVIDED VIA THE CENTRAL POTABLE WATER SYSTEM FOR THIS PROJECT.
15. IF ANY PROVISION OF THIS PLAT IS INVALID OR UNENFORCEABLE, ALL PROVISIONS OF THIS PLAT OTHER THAN SUCH INVALID OR UNENFORCEABLE PROVISION SHALL CONTINUE IN FULL FORCE AND EFFECT. IF THE APPLICATION OF ANY PROVISION OF THIS PLAT TO ANY PARTICULAR PERSON OR CIRCUMSTANCE IS INVALID OR UNENFORCEABLE, ALL VALID AND ENFORCEABLE PROVISIONS OF THIS PLAT SHALL APPLY FULLY TO ALL PERSONS AND CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH SUCH APPLICATION IS INVALID OR UNENFORCEABLE.
16. THIS PLAT DEPICTS A SURVEY PERFORMED FOR THE SPECIFIC PURPOSE OF RECORDING A SUBDIVISION PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.
17. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
18. UTILITY EASEMENTS ARE SHOWN BY DASHED LINES ON THE ATTACHED PLAT. ALL PUBLIC UTILITY COMPANIES AND GOVERNMENTAL AGENCIES ARE GRANTED THE RIGHT TO INSTALL AND MAINTAIN UTILITIES AND DRAINAGE FACILITIES IN THE EASEMENTS.
19. STATE PLANE COORDINATES BASED ON C.O.E.D. G.P.S. CONTROL POINTS 0009 AND 0010, NAD-83 (1990 ADJUSTMENT).
20. ALL LOTS SHALL USE SUBDIVISION'S INTERNAL ROADWAYS FOR VEHICLE/DRIVEWAY ACCESS. DIRECT VEHICLE/DRIVEWAY ACCESS THROUGH LOTS TO U.S. HIGHWAY 27 IS PROHIBITED.
21. 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.
22. 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 ASSESSMENTS AS MAY BE PERMITTED BY LAW TO FINANCE 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.
23. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
24. STORMWATER RUNOFF GENERATED FROM THE IMPROVEMENTS ASSOCIATED WITH THIS PLAT ARE DISCHARGED INTO LANDS AS IDENTIFIED ON THE IMPROVEMENT PLANS AS APPROVED BY MARION COUNTY FOR THE DEVELOPMENT OF THIS SUBDIVISION.
25. ADVISORY NOTICE: ACKNOWLEDGEMENT OF CONTIGUOUS SUSTAINABLE AGRICULTURAL LAND.
THE DEVELOPER, SUCCESSORS, AND ASSIGNS, 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."
26. SUBJECT PARCEL IS ENCUMBERED BY MORTGAGE FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY IN FAVOR OF THE PARK AVENUE BANK, RECORDED IN BOOK 4253, PAGE 568, ASSIGNED IN BOOK 4892, PAGE 1547, AMENDED AND RESTATED IN BOOK 4892, PAGE 1550, MODIFIED IN BOOK 5455, PAGE 681, MODIFIED IN BOOK 5488, PAGE 1226, MODIFIED IN BOOK 5872, PAGE 215 AND MORTGAGE/MODIFICATION RENEWAL AGREEMENT IN BOOK 6718, PAGE 1076.
27. IN ADDITION TO THE DEVELOPER'S RIGHTS AS SET FORTH IN OR BOOK 6411, PAGE 1447, THE DEVELOPER ALSO DEDICATES AND ALLOCATES THE AREA OUTSIDE OF TRACT B, BUT WITHIN THE DRAINAGE EASEMENT AREA REFERENCED IN OR BOOK 6411, PAGE 1447, TO AND FOR THE EXCLUSIVE USE OF LOT 2 TO PROVIDE ADDITIONAL DRAINAGE RETENTION AND SURFACE WATER MANAGEMENT FOR THE BENEFIT OF SAID LOT 2.

PREPARED BY: JCH CONSULTING GROUP, INC. 426 S.W. 15TH STREET, OCALA, FL, 34471

I HEREBY CERTIFY THAT THIS PLAT IS IN CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY MARION COUNTY.

JOHN R. ARCHER JR. P.S.M. 5531 — 5/16/22



LOCATION MAP
SCALE: 1" = 1000'

DESCRIPTION:

A PORTION OF TRACT G OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT "G"; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID TRACT G THE FOLLOWING FOUR (4) COURSES: (1) S.00°30'33"W., 697.58 FEET; (2) THENCE N.89°12'50"E., 3.12 FEET; (3) THENCE S.00°28'52"W., 661.59 FEET; (4) THENCE S.00°28'40"W., 7.94 FEET TO THE NORTHEASTERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT AS RECORDED IN PLAT BOOK 12, PAGES 161 THROUGH 163 INCLUSIVE OF PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE, ALONG THE NORTHERLY BOUNDARY LINE OF SAID SHOPS AT THE FOXWOOD REPLAT THE FOLLOWING SIX (6) COURSES: (1) THENCE N.89°31'20"W., 192.61 FEET; (2) THENCE N.61°52'28"W., 14.00 FEET; (3) THENCE S.28°07'32"W., 122.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF S.73°07'32"W., 46.67 FEET; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.84 FEET TO A POINT OF TANGENCY; (5) THENCE N.61°52'28"W., 522.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 37°08'09", AND A CHORD BEARING AND DISTANCE OF N.09°49'25"E., 15.92 FEET; (6) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 16.20 FEET TO THE END OF SAID CURVE AND THE NORTHERLY MOST CORNER OF SAID PLAT OF SHOPS AT FOXWOOD REPLAT; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, ALONG THE WESTERLY AND SOUTHERLY BOUNDARY LINE OF SAID TRACT "G" THE FOLLOWING SIX (6) COURSES: (1)N.28°23'29"E., 243.40 FEET; (2) THENCE N.00°18'01"W., 421.99 FEET; (3) THENCE S.89°41'59"W., 202.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 178.00 FEET, A CENTRAL ANGLE OF 28°41'40", AND A CHORD BEARING AND DISTANCE OF N.75°57'12"W., 88.22 FEET; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.14 FEET TO A POINT OF TANGENCY; (5) THENCE N.61°36'22"W., 338.70 FEET; (6) THENCE S.89°41'59"W., 575.70 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT "G"; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, ALONG THE EASTERLY RIGHT OF WAY LINE OF NW 49TH AVENUE (HAVING A 80' RIGHT OF WAY), N.00°35'51"E., 397.70 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT "G"; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, ALONG SAID NORTHERLY BOUNDARY LINE OF SAID TRACT "G" THE FOLLOWING THREE (3) COURSES: (1) N.89°41'59"E., 1,209.26 FEET; (2) THENCE N.89°43'30"E., 68.90 FEET; (3) THENCE S.89°53'54"E., 540.22 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 33.67 ACRES, MORE OR LESS.

LESS AND EXCEPT:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE ALONG THE NORTHERLY BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 3, S89°25'15"E, A DISTANCE OF 40.02 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 49TH AVENUE (BEING 80.00 FEET WIDE); THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG SAID EASTERLY RIGHT OF WAY LINE, N00°37'56"E, A DISTANCE OF 88.86 FEET TO THE N.W. CORNER OF "SHAMROCK ADVENTURE LX" AS PER PLAT THEREOF, RECORDED IN PLAT BOOK '9', PAGE 133 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N00°35'51"E, A DISTANCE OF 599.51 FEET TO THE S.W. CORNER OF "QUAIL MEADOW" AS RECORDED IN PLAT BOOK 'Y', PAGES 89 THROUGH 91 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE SOUTHERLY BOUNDARY OF SAID "QUAIL MEADOW", N89°41'59"E, A DISTANCE OF 1209.26 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, S00°01'12"E, A DISTANCE OF 176.51 FEET; THENCE S89°40'57"E, A DISTANCE OF 196.46 FEET TO THE N.W. CORNER OF LANDS DESCRIBED AS "WELL SITE PROPERTY" IN OFFICIAL RECORDS BOOK 3854, PAGE 1610 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA , SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LANDS, S89°07'12"E, A DISTANCE OF 60.67 FEET TO THE N.E. CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LANDS, S00°57'19"E, A DISTANCE OF 36.95 FEET TO THE S.E. CORNER OF SAID LANDS; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, N88°58'38"W, A DISTANCE OF 60.41 FEET TO THE S.W. CORNER OF SAID LANDS; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID LANDS, N00°33'41"W, A DISTANCE OF 36.80 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.05 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 05/16/22

CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
426 SW 15TH STREET, OCALA, FLORIDA 34471

DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT MARK A. JANK, MANAGER OF SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED TO BE MADE THE PLAT OF "FOXWOOD III", THE SAME BEING A SUBDIVISION OF LAND HEREON DESCRIBED; TRACTS "A" & "B" AND THE INGRESS, EGRESS, DRAINAGE AND UTILITY EASEMENTS DEPICTED HEREON, TOGETHER WITH ALL IMPROVEMENTS THEREON SHALL BE PRIVATE PROPERTY AND ARE HEREBY DEDICATED TO AND MAINTAINED BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST. 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 PRIVATE STREETS. 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. MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON STORMWATER AND DRAINAGE FACILITIES WITHIN THE SUBDIVISION 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 SUBDIVISION SHALL BE SUBJECT TO A PERPETUAL RIGHT OF WAY EASEMENT HEREIN GRANTED FOR INGRESS AND EGRESS BY SANITATION, POSTAL, FIRE, LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICES, MARION COUNTY, AND CITY OF OCALA UTILITY PERSONNEL, PROVIDING SERVICE TO THE SUBDIVISION; AND THAT THE UTILITY EASEMENTS NOTED OR DEPICTED HEREON ARE RESERVED EXCLUSIVELY FOR SUCH USES BY THE UTILITIES (MUNICIPAL, GOVERNMENTAL, AND PRIVATE), TO WHOM RIGHTS IN SUCH EASEMENTS SHALL BE GRANTED FROM TIME TO TIME BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST, AND THAT NO OTHER OBLIGATION IS IMPOSED UPON MARION COUNTY OR ANY OTHER PUBLIC BODY FOR IMPROVEMENT OR MAINTENANCE OF THE STORMWATER DRAINAGE FACILITIES OR EASEMENTS.

WITNESSES:
Marionne Andrews
WITNESS SIGNATURE
PRINT NAME: Marionne Andrews
Micah Mimbs
WITNESS SIGNATURE
PRINT NAME: Micah Mimbs

DEVELOPER AND OWNER:
SECOND NINE PARTNERS, LLC.
By: _____
MARK A. JANK, MANAGING MEMBER
DEVELOPER'S ADDRESS:
2700 TRILLIUM RIDGE #4218
THE VILLAGES, FL 32163

NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MARION

THE FOREGOING DEVELOPER'S ACKNOWLEDGEMENT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF (PHYSICAL PRESENCE) OR ONLINE NOTARIZATION, THIS 13TH DAY OF MAY, 2022 BY MARK A. JANK, AS MANAGING MEMBER OF SECOND NINE PARTNERS, LLC., A FLORIDA LIMITED LIABILITY COMPANY ON BEHALF OF THE COMPANY. HE IS PERSONALLY KNOWN TO ME.

_____ NOTARY PUBLIC
GERARD DAVIS PRINT NAME:

GERARD DAVIS
Commission # HH 015274
Expires June 28, 2024
Bonded thru Budget Notary Services

APPROVAL BY COUNTY OFFICIALS-DEVELOPMENT REVIEW COMMITTEE:

BY: _____ COUNTY ENGINEERING
BY: _____ COUNTY FIRE SERVICES
BY: _____ COUNTY GROWTH SERVICES
BY: _____ COUNTY SURVEYOR
BY: _____ COUNTY UTILITIES
BY: _____ COUNTY BUILDING SAFETY

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS:

THIS IS TO CERTIFY THAT ON THE 18TH DAY OF May 2022 THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

BY _____
CARL ZALAK III, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS,
MARION COUNTY, FLORIDA.

ATTEST: _____ 5/18/22 @ 4:30pm
GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT

BCC SEAL:
CLERK SEAL:

CLERK OF CIRCUIT COURT

I, CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA, DO HEREBY ACCEPT THIS PLAT OF "FOXWOOD III" FOR RECORDING. THIS PLAT FILED FOR RECORD THIS 18TH DAY OF May, 2022 AT 4:30 AM/PM AND RECORDED ON PAGE 197 OF PLAT BOOK 14 IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA.

BY: _____
GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT

CLERK SEAL:

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1402 FAX (888) 272-8335 www.JCHcg.com

FOXWOOD III

A PLANNED UNIT DEVELOPMENT (A PRIVATE COMMERCIAL SUBDIVISION)

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

PLAT BOOK 14, PAGE 198
SHEET 2 OF 2

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

NORTH

N.1777580.16
E.591863.05
NW CORNER OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
FOUND 8" OCTAGONAL MONUMENT (MARION COUNTY)

NORTH BOUNDARY LINE OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

NW 30TH PLACE

"QUAIL MEADOW"
PLAT BOOK Y, PAGES 89-91
LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10
BLOCK "S"

NORTHWESTERLY CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775402.38
E.591880.59

SOUTH BOUNDARY LINE OF QUAIL MEADOW
N89°41'59"E 1209.26'

NW 47TH AVENUE

BLOCK "X"
LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 LOT 13

N89°43'30"E 68.90'
N.1775408.72
E.593089.84

FOUND 4"X4" CONCRETE MONUMENT (LS 1918)
N.1775409.05
E.593158.73

S89°53'54"E 540.22'

ZONING: SINGLE FAMILY DWELLING (R-1)
LAND USE: MEDIUM RESIDENTIAL DENSITY (MR)

POINT OF BEGINNING
NORTHEAST CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775408.09
E.593698.95
FOUND 5/8" IRON ROD & CAP (LS 1918)

EASTERLY-RIGHT OF WAY LINE OF NW 49TH AVENUE

NW 49TH AVENUE (80' RIGHT OF WAY)
N00°35'51"E 397.70'

40' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 3854, PG 1618

20' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 1399, PG 129

S00°01'12"E 176.51'

SEE DETAIL "A"

N.1775228.24
E.593345.24

20' WATERLINE & FACILITIES EASEMENT PER O.R. BOOK 3854, PG 1610

POINT OF BEGINNING EXCEPTION
N.1775229.17
E.593284.57
S89°40'57"E 196.46'

EXCEPTION
2,222 S.F. - 0.05 AC.
PARCEL ID: 21509-001-00
OWNER: MARION COUNTY
ADDRESS: 2951 N.W. 47TH AVENUE
OCALA, FL 34471

L1 L2 L3 L4

N.1775192.36
E.593284.21

N.1775191.29
E.593344.62

20' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 3854, PG 1618

20.0' INGRESS, EGRESS & UTILITY EASEMENT PER O.R. BOOK 2719, PG 99, CORRECTED IN O.R. BOOK 3854, PG 1601, AND IN O.R. BOOK 3854, PG 1610

100' PRIMARY WELL HEAD PROTECTION AREA

500' SECONDARY WELL HEAD PROTECTION AREA

N90°00'00"E 554.29'

N00°00'00"E 161.27'

DRAINAGE RETENTION AREA

TRACT A
158,539 S.F.
3.64 AC.

N00°18'01"W 342.85'

WEST BOUNDARY LINE OF THE NW 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

N00°35'38"E 2865.86'

568.84'
S89°41'59"W 575.70'

N.1775007.72
E.592452.14

6.86'

SOUTHWESTERLY CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775004.70
E.591876.45

201.81'

N00°33'51"E

SOUTHERLY BOUNDARY OF TRACT G "SHOPS AT FOXWOOD" (PLAT BOOK 12, PAGES 3-6)

N61°36'22"W 338.70'

N.1774846.66
E.592750.09

165.70'
S89°41'59"W 202.78'

N.1774825.25
E.592835.67

L=89.14'
R=178.00'
Δ=28°41'40"
CB=N75°57'12"W
CH=88.22'

N.1774826.31
E.593038.45

TRACT A

1000' TERTIARY WELL HEAD PROTECTION AREA

NORTHERLY BOUNDARY OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

N89°12'50"E 3.12'
N.1774710.58
E.593695.88

N.1774710.54
E.593692.75

88.86'
N00°37'56"E

N.1774714.46
E.591833.34
FOUND NAIL & DISC (LS 1918)
NW CORNER OF S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
FOUND 1/4" NAIL & DISC (LS 1918)

FOUND 4"X4" CONCRETE MONUMENT (LS 1918)
N89°25'15"W 40.02'

SHOPS AT FOXWOOD
(PLAT BOOK 12, PAGES 3-6)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

TRACT B

PUBLIC INGRESS-EGRESS AND UTILITY EASEMENT PER SHOPS AT FOXWOOD (PLAT BOOK 12, PAGES 3-6)

N.W. 46TH TERRACE
N00°18'01"W 421.89'
303.83'

N90°00'00"E 654.25'

70.37'

O.R. DRAINAGE EASEMENT BOOK 6411, PAGE 1447
N71°00'51"W 255.77'
47.79'

N.1774404.32
E.593040.67

LOT 2
265,891 S.F.
6.10 AC.

TRACT F

NORTHERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)
N.1774190.20
E.592924.93

N16°58'01"W 25.77'

DRAINAGE RETENTION AREA
TRACT B
80,612 S.F.
1.85 AC.

N.W. 45TH TERRACE
N28°23'29"E 243.40'

322.98'
N28°23'29"E

L=16.20'
R=25.00'
Δ=37°08'09"
CB=N9°49'25"E
CH=15.92'

TRACT E

TRACT C

TRACT D

242.85'

N.1774174.51
E.592922.22

N61°52'28"W 522.63'

279.98'

N.1774049.28
E.593485.30

N89°31'20"W 192.61'
N.1774042.68
E.593497.65
N61°52'28"W 14.00'

LOT F

S28°07'32"W 122.00'
N.1773941.69
E.593427.79

L=51.84'
R=33.00'
Δ=90°00'00"
CB=S73°07'32"W
CH=46.67'

TRACT B

N.1773928.14
E.593383.13

LOT A

NORTHERLY BOUNDARY LINE OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)

LOT B

SHOPS AT FOXWOOD REPLAT
(PLAT BOOK 12, PAGES 161-163)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

(RIGHT OF WAY VARIES)
N.W. BLITCHTON ROAD
U.S. HIGHWAY NO. 27

LOT 1
959,464 S.F.
22.03 AC.

S00°33'33"W 697.58'

NOT PLATTED
PARCEL ID: 21522-001-00
"SUSTAINABLE AGRICULTURAL LAND"

EASTERLY BOUNDARY OF TRACT G "SHOPS AT FOXWOOD" (PLAT BOOK 12, PAGES 3-6)

ZONING: GENERAL AGRICULTURE (A-1)
LAND USE: COMMERCIAL (COM)

188.11'

S00°28'52"W 661.59'

471.48'

NOT PLATTED
PARCEL ID: 21525-000-00

N.1774049.01
E.593690.32

S00°28'40"W 7.94'
NORTHEASTERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)
N.1774041.08
E.593690.26

PARCEL ID: 21517-000-00
LOT 2
"MARKETPLACE OF OCALA"
(PLAT BOOK 7, PAGE 81)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS & EGRESS OVER AND ACROSS PARKING, DRIVEWAYS AND SIDEWALKS PER O.R. BOOK 2144, PAGE 704 AND MODIFIED IN O.R. BOOK 2681, PG 1554

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°07'12"E	60.67
L2	S00°57'19"E	36.95
L3	N88°58'38"W	60.41
L4	N00°33'41"W	36.80

LEGEND UNLESS OTHERWISE NOTED

-\/-	= NOT TO SCALE
R	= RADIUS
L	= ARC LENGTH
Δ	= DELTA (CENTRAL ANGLE)
CH	= CHORD DISTANCE
CB	= CHORD BEARING
NO.	= NUMBER
N. E.	= NORTHING EASTING (STATE PLANE COORDINATES)
℄	= CENTERLINE OF RIGHT OF WAY
O.R.	= OFFICIAL RECORDS OF MARION COUNTY
R/W	= RIGHT OF WAY LINE
LB	= LICENSE BUSINESS
LS	= LAND SURVEYOR
PLS	= PROFESSIONAL LAND SURVEYOR
PG.	= PAGE
P.B.	= PLAT BOOK
P.T.	= POINT OF TANGENCY
A.E.	= ACCESS EASEMENT
D.E.	= DRAINAGE EASEMENT
U.E.	= UTILITY EASEMENT
AC.	= ACRES
(NR)	= NOT RADIAL
(X,XXX)	= SQUARE FOOTAGE AREA
⊡	= PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
■	= PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4" X 4" CONCRETE MONUMENT (LB 8071)
◎	= PERMANENT CONTROL POINT (P.C.P) SET NAIL & DISC P.C.P. (LB 8071)
◉	= PERMANENT CONTROL POINT (P.C.P. FOUND 5/8" NAIL & DISC (LB 5091)

DETAIL "A"
SCALE 1"=50'

NORTHERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
POINT OF BEGINNING EXCEPTION
N.W. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
N.E. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S89°40'57"E 196.46'
EASTERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
EXCEPTION 2,233 S.F. 0.05 AC.
L1 L2 L3 L4
20' 20' 20' 20'
WESTERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S.W. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S.E. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
EXCEPTION
LANDS DESCRIBED AS "WELL SITE PROPERTY" IN O.R. BOOK 3854, PAGE 1610

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: 05/06/22
CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
426 SW 15TH STREET, OCALA, FLORIDA 34471

SETBACKS:

MINIMUM FRONT SETBACK:	40 FEET (65 FEET WITH GAS PUMP)
MINIMUM REAR SETBACK:	25 FEET
MINIMUM SIDE SETBACK:	10 FEET (65 FEET WITH GAS PUMP)
ACCESSORY STRUCTURES:	8 FEET EXCEPT FOR GAS PUMPS OR ISLAND REQUIRE 25 FEET SETBACK, GAS PUMP CANOPIES MY PROTRUDE 10 FEET INTO A REQUIRED SETBACK

NOTE:
THIS PLAT IS 2 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR LEGAL DESCRIPTION, DEDICATION, NOTES AND ACKNOWLEDGEMENTS SEE SHEET 1, FOR BOUNDARY AND LOT DIMENSIONS SEE SHEET 2.

PREPARED BY: JCH CONSULTING GROUP, INC. 426 S.W. 15TH STREET, OCALA, FL. 34471

SHOPS AT FOXWOOD REPLAT

PLAT BOOK 12, PAGE 161

SHEET 1 OF 3

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN
PLAT BOOK 12, PAGES 3 AND 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA
A PRIVATE COMMERCIAL SUBDIVISION
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

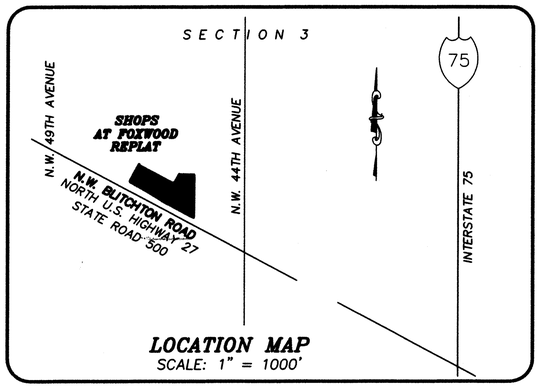
DESCRIPTION:

A PORTION OF TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "G". THENCE ALONG NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES) THE FOLLOWING THREE (3) COURSES, (1). N.61°52'28"W., 460.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,801.58 FEET, A CENTRAL ANGLE OF 05°13'06", AND A CHORD BEARING AND DISTANCE OF N.59°16'50"W., 528.21 FEET; (2). THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 528.39 FEET TO THE END OF SAID; (3). THENCE N.61°36'31"W., 33.86 FEET TO THE EASTERLY RIGHT OF WAY LINE OF N.W. 46TH TERRACE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID EASTERLY RIGHT OF WAY LINE, N.28°23'29"E., 272.56 FEET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 37°08'09", AND A CHORD BEARING AND DISTANCE OF N.09°49'25"E., 15.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 16.20 FEET TO THE END OF SAID CURVE; THENCE S.61°52'28"E., 522.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF N.73°07'32"E., 46.67 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.84 FEET TO A POINT OF TANGENCY; THENCE N.28°07'32"E., 122.00 FEET; THENCE S.61°52'28" E., 14.00 FEET; THENCE S.89°31'20"E., 192.61 FEET TO THE EASTERLY BOUNDARY OF AFORESAID TRACT "G"; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT "G", S.00°28'40"W., 593.66 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 7.11 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. ADVISORY NOTICE ~ ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12083C5040, MARION COUNTY, FLORIDA DATED AUGUST 28, 2008, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" – AN AREA OF MINIMAL FLOODING. THE FLOODING LIMITS HAVE BEEN IDENTIFIED HEREIN AS CURRENTLY ESTABLISHED AT THE TIME OF THE 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.
2. CURRENT ZONING IS B-2 (COMMUNITY BUSINESS), CURRENT LAND USE IS COMMERCIAL.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.00°28'40"W. ALONG THE BOUNDARY OF TRACT "G" OF THE SHOPS AT FOXWOOD.
4. ALL OF THE LAND DESCRIBED ON THIS PLAT IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
5. NO TRACT SHALL BE DIVIDED OR RESUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR UNTIL A REPLAT IS FILED WITH MARION COUNTY, FLORIDA, WHICH REPLAT COMPLIES WITH THE PROVISIONS OF THE LAND DEVELOPMENT CODE. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY, FLORIDA.
6. COUNTY OFFICIALS EMPLOYED BY THE COUNTY BUILDING AND ZONING DEPARTMENT, COUNTY ENVIRONMENTAL HEALTH DEPARTMENT AND THE COUNTY ENGINEERING DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS INCLUDED IN THIS PLAT FOR THE PURPOSES OF INSPECTING ANY AND ALL FACILITIES, STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS IN ORDER TO ASSURE THAT THE SAME ARE IN KEEPING WITH THE PUBLIC SAFETY, HEALTH AND GENERAL WELFARE.
8. ALL TRAFFIC SIGNS INCLUDING STREET NAME SIGNS ARE TO BE MAINTAINED BY THE ADMINISTRATOR AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
9. WHEREVER IN THIS PLAT REFERENCE IS MADE TO THE DEVELOPER'S "DESIGNATED SUCCESSORS AND ASSIGNS", SUCH REFERENCE SHALL MEAN AND REFER TO THOSE SUCCESSORS OR ASSIGNS OF THE DEVELOPER TO WHOM THE DEVELOPER HEREAFTER TRANSFERS IN WRITING A SPECIFIC RIGHT RESERVED TO THE DEVELOPER IN THIS PLAT, WHICH SAID WRITING MAKES SPECIFIC REFERENCE TO THE PLAT NOTE ON THIS PLAT THAT RESERVES TO THE DEVELOPER THE RIGHT BEING TRANSFERRED, AND WHICH SAID WRITING IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
10. THIS PLAT CONTAINS SIX (6) LOTS, TWO (2) TRACTS, AND 0.21 MILES OF ROAD.
11. ALL DISTANCES SHOWN HEREON ARE GROUND.
12. THIS PLAT IS 3 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR LEGAL DESCRIPTION AND DEVELOPER ACKNOWLEDGEMENTS & DEDICATION SEE SHEETS 1 & 2. FOR BOUNDARY DETAIL, AND LOT DIMENSIONS SEE SHEET 3.
13. PROPERTY IS LOCATED WITHIN THE SECONDARY ZONE OF THE SPRINGS PROTECTION ZONE.
14. WATER AND SEWER SERVICE ARE BEING PROVIDED BY THE CITY OF OCALA.
15. DRIVEWAY ACCESS TO ALL CORNER LOTS SHALL BE 50' OR 1/2 THE LOT WIDTH FROM PAVEMENT P.T., WHICHEVER IS LESS.
16. FIRE PROTECTION IN ACCORDANCE WITH THE MARION COUNTY L.D.C. WILL BE PROVIDED VIA THE CENTRAL POTABLE WATER SYSTEM FOR THIS PROJECT.
17. IF ANY PROVISION OF THIS PLAT IS INVALID OR UNENFORCEABLE, ALL PROVISIONS OF THIS PLAT OTHER THAN SUCH INVALID OR UNENFORCEABLE PROVISION SHALL CONTINUE IN FULL FORCE AND EFFECT. IF THE APPLICATION OF ANY PROVISION OF THIS PLAT TO ANY PARTICULAR PERSON OR CIRCUMSTANCE IS INVALID OR UNENFORCEABLE, ALL VALID AND ENFORCEABLE PROVISIONS OF THIS PLAT SHALL APPLY FULLY TO ALL PERSONS AND CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH SUCH APPLICATION IS INVALID OR UNENFORCEABLE.
18. THIS PLAT DEPICTS A SURVEY PERFORMED FOR THE SPECIFIC PURPOSE OF RECORDING A SUBDIVISION PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.
19. COUNTY OFFICIALS EMPLOYED BY THE COUNTY BUILDING AND ZONING DEPARTMENT, COUNTY ENVIRONMENTAL HEALTH DEPARTMENT, AND COUNTY ENGINEERING DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS INCLUDED IN THIS PLAT FOR THE PURPOSES OF INSPECTING ANY AND ALL FACILITIES, STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS IN ORDER TO ASSURE THAT THE SAME ARE IN KEEPING WITH THE PUBLIC SAFETY, HEALTH AND GENERAL WELFARE.
20. ALL UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER FACILITY.
21. UTILITY EASEMENTS ARE SHOWN BY DASHED LINES ON THE ATTACHED PLAT. ALL PUBLIC UTILITY COMPANIES AND GOVERNMENTAL AGENCIES ARE GRANTED THE RIGHT TO INSTALL AND MAINTAIN UTILITIES AND DRAINAGE FACILITIES IN THE EASEMENTS.
22. STATE PLANE COORDINATES BASED ON C.O.E.D. G.P.S. CONTROL POINTS 0009 AND 0010, NAD-83 (1990 ADJUSTMENT).
23. IMPROVEMENTS ASSOCIATED WITH THIS PLAT ARE DISCHARGED INTO LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6411, PAGE 1447, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
24. ALL LOTS SHALL USE SUBDIVISION'S INTERNAL ROADWAYS FOR VEHICLE/DRIVEWAY ACCESS. DIRECT VEHICLE/DRIVEWAY ACCESS THROUGH LOTS TO U.S. HIGHWAY 27 IS PROHIBITED.



LOCATION MAP
SCALE: 1" = 1000'

SHEET INDEX

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1	DESCRIPTION, SURVEYOR'S NOTES & CERTIFICATION, LOCATION MAP, COUNTY APPROVALS
2	DEVELOPERS' ACKNOWLEDGEMENT & DEDICATION, CONSENT OF MORTGAGEES, TITLE CERTIFICATE
3	STATE PLANE COORDINATES DETAIL OF PROPERTY ENCOMPASSING

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
3128 NW BLITCHTON ROAD, OCALA, FLORIDA 34475
PHONE (352) 405-1462 FAX (888) 272-4335 www.JCHgc.com

CONCURRENCY NOTE:

THIS PROPOSED SUBDIVISION HAS NOT BEEN GRANTED CONCURRENCY APPROVAL AND/OR RESERVED ANY PUBLIC FACILITY CAPACITIES. FUTURE RIGHTS TO DEVELOP THE RESULTING 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/DRAINAGE PLAN REVIEW AND/OR BUILDING PERMIT REVIEW.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

APPROVAL OF COUNTY OFFICIALS: DEVELOPMENT REVIEW COMMITTEE:

BY: _____ COUNTY ENGINEERING
BY: _____ COUNTY FIRE SERVICES
BY: _____ COUNTY GROWTH SERVICES
BY: _____ COUNTY SURVEYOR
BY: _____ COUNTY UTILITIES
BY: _____ COUNTY BUILDING SAFETY

CERTIFICATE OF APPROVAL. THIS IS TO CERTIFY THAT ON THE 21ST DAY OF JUNE, 2016 THE FOREGOING PLAT WAS WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

BY: KATHY BRYANT, CHAIRMAN
PRINTED NAME
BOARD OF COUNTY COMMISSIONERS

BY: Kathy Bryant
SIGNATURE
KATHY BRYANT, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST: DAVID R. ELLSPERMANN
PRINTED NAME
CLERK OF THE CIRCUIT COURT

ATTEST: _____
SIGNATURE
DAVID R. ELLSPERMANN
CLERK OF THE CIRCUIT COURT

CLERK OF CIRCUIT COURT'S ACKNOWLEDGMENT:

I HEREBY CERTIFY THAT THE ATTACHED PLAT CONFORMS WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND THAT SAID PLAT WAS FILED FOR RECORD IN PLAT BOOK 12, AT PAGES 161-163 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AT 4:00 P.M.. ON THIS 21 DAY OF June, 2016.

BY: _____ 4:00 PM 6-21-16
DAVID R. ELLSPERMANN
CLERK OF THE CIRCUIT COURT

ASSESSMENT NOTIFICATION:

THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AS A CONDITION PRECEDENT TO THE ACCEPTANCE OF THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS, DOES HEREBY NOTIFY ALL PRESENT AND FUTURE OWNERS OF PROPERTY SHOWN ON THIS PLAT THAT THE LANDS INCLUDED IN THIS PLAT ARE SUBJECT TO SPECIAL ASSESSMENTS AS MAY BE PERMITTED BY LAW TO FINANCE COSTS INCURRED IN CONNECTION WITH THE MAINTENANCE, OPERATION AND CONSTRUCTION OF A CENTRAL WATER SYSTEM AND SEWER SYSTEM AND/OR TRAFFIC SAFETY IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO TURN LANES, BY-PASS LANES AND TRAFFIC SIGNALS WHEN, IN THE OPINION OF SAID BOARD OR OTHER GOVERNING BODY HAVING JURISDICTION, SUCH FACILITIES BECOME NECESSARY IN ORDER TO PROTECT THE ENVIRONMENT AND THE HEALTH, SAFETY AND WELFARE OF THE GENERAL PUBLIC.

Kathy Bryant
KATHY BRYANT, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 06/15/16
CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION
NO. LB 8071
3128 NW BLITCHTON ROAD
OCALA, FLORIDA 34475

PREPARED BY: JCH CONSULTING GROUP, INC. 8435 S.W. 80TH STREET, SUITE 3, OCALA, FL 34476

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY MARION COUNTY.

JOHN R. ARCHER JR. P.S.M. 5531 — 6/20/16

SHOPS AT FOXWOOD REPLAT

PLAT BOOK 12, PAGE 162
SHEET 2 OF 3

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN
PLAT BOOK 12, PAGES 3 AND 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA
A PRIVATE COMMERCIAL SUBDIVISION
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

SHEET INDEX

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1	DESCRIPTION, SURVEYOR'S NOTES & CERTIFICATION, LOCATION MAP, COUNTY APPROVALS
2	DEVELOPERS' ACKNOWLEDGEMENT & DEDICATION, CONSENT OF MORTGAGEES, TITLE CERTIFICATE
3	STATE PLANE COORDINATES DETAIL OF PROPERTY ENCOMPASSING

DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT MARK A. JANK, MANAGER OF SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAVE CAUSED TO BE MADE THE PLAT OF "SHOPS AT FOXWOOD REPLAT", THE SAME BEING A SUBDIVISION OF LAND HEREON DESCRIBED; TRACTS "A" & "B" AND THE INGRESS, EGRESS, DRAINAGE AND UTILITY EASEMENTS DEPICTED HEREON, TOGETHER WITH ALL IMPROVEMENTS THEREON SHALL BE PRIVATE PROPERTY AND ARE HEREBY DEDICATED TO AND MAINTAINED BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST. 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 PRIVATE STREETS. 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. MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON STORMWATER AND DRAINAGE FACILITIES WITHIN THE SUBDIVISION 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 SUBDIVISION SHALL BE SUBJECT TO A PERPETUAL RIGHT OF WAY EASEMENT HEREIN GRANTED FOR INGRESS AND EGRESS BY SANITATION, POSTAL, FIRE, LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICES, MARION COUNTY, AND CITY OF OCALA UTILITY PERSONNEL, PROVIDING SERVICE TO THE SUBDIVISION; AND THAT THE UTILITY EASEMENTS NOTED OR DEPICTED HEREON ARE RESERVED EXCLUSIVELY FOR SUCH USES BY THE UTILITIES (MUNICIPAL, GOVERNMENTAL, AND PRIVATE), TO WHOM RIGHTS IN SUCH EASEMENTS SHALL BE GRANTED FROM TIME TO TIME BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST, AND THAT NO OTHER OBLIGATION IS IMPOSED UPON MARION COUNTY OR ANY OTHER PUBLIC BODY FOR IMPROVEMENT OR MAINTENANCE OF THE STORMWATER DRAINAGE FACILITIES OR EASEMENTS.

IN WITNESS WHEREOF THE SAID SECOND NINE PARTNERS, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED ON THIS 16TH DAY OF JUNE, 2016.

SECOND NINE PARTNERS, LLC

BY: _____
MARK A. JANK, MANAGER

WITNESS _____ SIGNATURE
Tim Stepper PRINTED NAME

WITNESS _____ SIGNATURE
Amy C. Auvil PRINTED NAME

NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME THIS DAY PERSONALLY APPEARED, MARK A. JANK, MANAGER OF SECOND NINE PARTNERS, LLC, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED HEREIN ✓ OR WHO PRODUCED IDENTIFICATION _____ AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT HE DID SO FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL THIS 16th DAY OF JUNE, 2016.

NOTARY PUBLIC Deborah Peters
STATE OF FLORIDA

COMMISSION EXPIRES: JUNE 10, 2018

DEBORAH PETERS
MY COMMISSION # FF 131120
EXPIRES: June 10, 2018
Bonded Thru Notary Public Underwriters

JCH CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
3128 NW BLITCHTON ROAD, OCALA, FLORIDA 34475
PHONE: (352) 405-7462 FAX: (888) 272-8335 www.JCHcg.com

TITLE CERTIFICATE:

I HAVE EXAMINED A REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY OF THE TITLE TO THE ABOVE DESCRIBED LANDS IN MARION COUNTY, FLORIDA. BASED UPON THIS EXAMINATION, I FIND THE FEE SIMPLE TITLE THERETO VESTED IN SECOND NINE PARTNERS, LLC,, A FLORIDA LIMITED LIABILITY COMPANY. SUBJECT, HOWEVER TO THE FOLLOWING:

1. THAT CERTAIN MORTGAGE FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO THE PARK AVENUE BANK, FILED OF RECORD 11/23/2005 IN BOOK 4253, PAGE 568; AMENDED AND RESTATED IN BOOK 4892, PAGE 1550, IN THE ORIGINAL PRINCIPAL AMOUNT OF $7,000,000.00, AS ASSIGNED TO GATEWAY BANK OF CENTRAL FLORIDA BY DOCUMENT RECORDED IN BOOK 4892, PAGE 1547, AND THE TERMS AND CONDITIONS THEREOF. SAID MORTGAGE HAS BEEN MODIFIED BY INSTRUMENT(S) RECORDED IN BOOK 5455, PAGE 681; AND BOOK 5488, PAGE 1226; AND IN BOOK 5872, PAGE 215.
2. ASSIGNMENT OF RENTS AND LEASES FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO THE PARK AVENUE BANK, FILED OF RECORD 11/23/2005 IN BOOK 4253, PAGE 587; ASSIGNED IN BOOK 4892, PAGE 1547.
3. UCC-1 (FINANCING STATEMENT) RECORDED 11/23/2005 IN BOOK 4253, PAGE 597; ASSIGNED IN BOOK 4892, PAGE 1547.
4. ASSIGNMENT OF RENTS AND LEASES FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO GATEWAY BANK OF CENTRAL FLORIDA, FILED OF RECORD 09/20/2007 IN BOOK 4892, PAGE 1565.
5. UCC-1 (FINANCING STATEMENT) RECORDED 09/20/2007 IN BOOK 4892, PAGE 1570.
6. SECOND MORTGAGE DEED FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO GATEWAY BANK OF CENTRAL FLORIDA, FILED OF RECORD 1/8/2016 IN BOOK 6329, PAGE 331.
7. COLLATERAL ASSIGNMENT OF LEASES, RENTS AND PROFITS FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO GATEWAY BANK OF CENTRAL FLORIDA, FILED OF RECORD 1/8/2016 IN BOOK 6329, PAGE 346.
8. UCC-1 (FINANCING STATEMENT) RECORDED 1/8/2016 IN BOOK 6329, PAGE 351.
9. NOTICE OF COMMENCEMENT RECORDED 1/22/2016 IN BOOK 6335, PAGE 114.
10. EASEMENT RECORDED IN BOOK 1399, PAGE 129.
11. EASEMENT FOR SANITARY SEWER, RECORDED IN BOOK 2318, PAGE 99.
12. EASEMENT AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2144, PAGE 704.
13. MODIFICATION OF EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2681, PAGE 1554.
14. EASEMENT AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 3567, PAGE 417.
15. STORMWATER DRAINAGE EASEMENT AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 3567, PAGE 423, FIRST AMENDMENT IN BOOK 3882, PAGE 1812.
16. EASEMENT FOR INGRESS AND EGRESS, RECORDED IN BOOK 3854, PAGE 1618.
17. EASEMENT FOR INGRESS AND EGRESS AND UTILITIES, RECORDED IN BOOK 3854, PAGE 1610.
18. EASEMENT RECORDED IN BOOK 2719, PAGE 99, CORRECTED IN BOOK 3854, PAGE 1601.
19. MATTERS APPEARING ON THE PLAT RECORDED IN PLAT BOOK 12, PAGE(S) 3, INCLUDING, BUT NOT LIMITED TO, ANY BUILDING SETBACK LINES AND/OR EASEMENTS LYING WITHIN THE LOT(S) DESCRIBED IN EXHIBIT "A".
20. EASEMENT FOR DRAINAGE, RECORDED IN BOOK 4364, PAGE 1250.
21. ANNEXATION AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 5195, PAGE 673.
22. TERMS AND CONDITIONS OF RECIPROCAL EASEMENT AND CONSTRUCTION AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 5240, PAGE 1685.
23. ALL OF THE TERMS AND PROVISIONS SET FORTH AND CONTAINED IN THAT CERTAIN LEASE BETWEEN PUBLIX SUPER MARKETS, INC., LESSOR, AND SHOPS AT FOXWOOD LLC, LESSEE, A MEMORANDUM OF WHICH IS RECORDED IN BOOK 5240, PAGE 1707; FIRST AMENDMENT IN BOOK 5625, PAGE 657.
24. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, INCLUDING ANY AMENDMENTS OR MODIFICATIONS THERETO, WHICH CONTAINS PROVISIONS FOR A PRIVATE CHARGE OR ASSESSMENTS, RECORDED IN BOOK 5240, PAGE 1726, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C).
25. COVENANT RUNNING WITH THE LAND RECORDED IN BOOK 5377, PAGE 1030, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C).

BY: R. WILLIAM FUTCH, P.A.

_____
R. WILLIAM FUTCH, ESQ.

CONSENT OF MORTGAGEE:

KNOW ALL MEN BY THESE PRESENTS: THAT GATEWAY BANK OF CENTRAL FLORIDA, THE OWNER AND HOLDER OF THAT CERTAIN MORTGAGE DATED NOVEMBER 23, 2005, AND RECORDED IN OFFICIAL RECORDS BOOK 4253, PAGE 568 AND ASSIGNED ON SEPTEMBER 14, 2007 IN OFFICIAL RECORDS BOOK 4892, PAGE 1547 AND AMENDED ON SEPTEMBER 14, 2007 IN OFFICIAL RECORDS BOOK 4892, PAGE 1550, AND A COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT WITH ACKNOWLEDGMENT AND CONSENT DATED AUGUST 17, 2009 RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1799. SECOND MORTGAGE DATED JANUARY 08, 2016, RECORDED IN OFFICIAL RECORDS BOOK 6329, PAGE 331. ALL IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ENCUMBERING THE PROPERTY DESCRIBED HEREON, DOES CONSENT TO THIS PLAT AND JOINS IN THE DEDICATION HEREON.

IN WITNESS WHEREOF SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS CORPORATE NAME AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS PRESIDENT ALL BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATION ON THIS 16 DAY OF JUNE, 2016.

GATEWAY BANK OF CENTRAL FLORIDA

BY: _____
RUSSELL S. BRANSON, PRESIDENT

SEAL

WITNESS _____ SIGNATURE
J. Jay A. Muscleh PRINTED NAME

WITNESS _____ SIGNATURE
KATHLEEN DAVIS PRINTED NAME

NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME THIS DAY PERSONALLY APPEARED, RUSSELL S. BRANSON AS PRESIDENT OF GATEWAY BANK OF CENTRAL FLORIDA WELL KNOWN TO BE THE PERSON DESCRIBED HEREIN _____ OR WHO PRODUCED IDENTIFICATION _____ AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT HE DID SO AS AN OFFICER OF THE FOREGOING CORPORATION ALL BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATION.

WITNESS MY HAND AND SEAL THIS 16 DAY OF June, 2016.

NOTARY PUBLIC Cathia Gent
STATE OF FLORIDA

CATHIA GENT
Commission # FF 935424
Expires November 11, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 06/15/16
CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION
NO. LB 8071
3128 NW BLITCHTON ROAD
OCALA, FLORIDA 34475

SEAL

PREPARED BY: JCH CONSULTING GROUP, INC., 8435 S.W. 80TH STREET, SUITE 3, OCALA, FL 34475

SHOPS AT FOXWOOD REPLAT

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN
PLAT BOOK 12, PAGES 3 AND 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA
A PRIVATE COMMERCIAL SUBDIVISION
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

SHEET INDEX

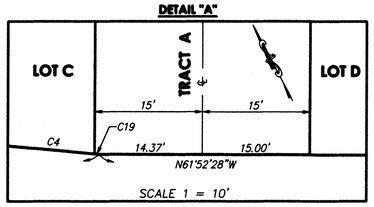
SHEET	CONTENTS
1	DESCRIPTION, SURVEYOR'S NOTES & CERTIFICATION, LOCATION MAP, COUNTY APPROVALS
2	DEVELOPERS' ACKNOWLEDGEMENT & DEDICATION, CONSENT OF MORTGAGEES, TITLE CERTIFICATE
3	STATE PLANE COORDINATES DETAIL OF PROPERTY ENCOMPASSING

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
3128 NW BLITCHTON ROAD, OCALA, FLORIDA 34475
PHONE (352) 405-1402 FAX (888) 275-8335 www.JCHcg.com

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	39.15	25.00	089°44'02"	35.27	S73°15'30"W
C2	50.27	32.00	090°00'00"	45.25	N16°52'28"W
C3	50.27	32.00	090°00'00"	45.25	S73°07'32"W
C4	180.52	5801.58	001°46'58"	180.51	S57°34'09"E
C5	180.18	5801.58	001°46'46"	180.17	S59°21'01"E
C6	167.06	5801.58	001°39'00"	167.05	S61°03'54"E
C7	24.08	33.00	041°48'37"	23.55	N07°13'13"E
C8	24.08	33.00	041°48'37"	23.55	S49°01'50"W
C9	24.08	33.00	041°48'37"	23.55	N07°13'13"E
C10	24.08	33.00	041°48'37"	23.55	S49°01'50"W
C11	34.56	22.00	090°00'00"	31.11	N16°52'28"W
C12	34.56	22.00	090°00'00"	31.11	S73°07'32"W
C13	24.08	33.00	041°48'37"	23.55	N07°13'13"E
C14	24.08	33.00	041°48'37"	23.55	S49°01'50"W
C15	156.45	5821.58	001°32'23"	156.44	N57°33'52"W
C16	152.15	5821.58	001°29'51"	152.15	N59°21'33"W
C17	153.01	5821.58	001°30'21"	153.01	N61°08'11"W
C18	24.08	33.00	041°48'37"	23.55	S07°13'13"W
C19	0.63	5801.58	000°00'23"	0.63	N56°40'29"W
C20	39.39	25.00	090°15'58"	35.44	S16°44'30"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N28°07'32"E	15.00
L2	N28°07'32"E	30.00

DETAIL "A"



SCALE 1 = 10'

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

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OCALA, FLORIDA 34475

GRAPHIC SCALE

40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

LEGEND UNLESS OTHERWISE NOTED
℄ = CENTERLINE OF RIGHT-OF-WAY
⊡ = PERMANENT REFERENCE MONUMENT SET 4" x 4" CONCRETE MONUMENT (LB 8071)
◉ = PERMANENT CONTROL POINT FOUND NAIL & DISK NO. LB 8071
● = SET 5/8" IRON ROD & CAP NO. LB 8071
+/- = MORE OR LESS
R/W = RIGHT OF WAY
I.E.D.U.E. = INGRESS, EGRESS, DRAINAGE, AND UTILITY EASEMENT
U.E. = UTILITY EASEMENT

PORTION OF PARCEL NO: 21509-000-00
ZONING: B-2 COMMUNITY BUSINESS
LAND USE: COMMERCIAL

TRACT "G"
SHOPS AT FOXWOOD
PLAT BOOK "12", PAGES 3-6

PARCEL NO: 21517-000-00
ZONING: B-2 COMMUNITY BUSINESS
LAND USE: COMMERCIAL

LOT 2
MARKETPLACE OF OCALA
PLAT BOOK "7", PAGES 81 & 82

PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS & EGRESS OVER AND ACROSS PARKING, DRIVEWAYS AND SIDEWALKS PER OFFICIAL RECORDS BOOK 2144, PAGE 704 AND MODIFIED IN OFFICIAL RECORDS BOOK 2681, PAGE 1554

N.W. 46TH TERRACE
PUBLIC INGRESS & EGRESS EASEMENT AND UTILITY EASEMENT TRACT "A" PER SHOPS AT FOXWOOD PER PLAT BOOK 12, PAGES 3-6

LOT A 1.00 ACRES +/-
LOT B 0.92 ACRES +/-
LOT C 0.96 ACRES +/-
LOT D 0.99 ACRES +/-
LOT E 1.09 ACRES +/-
LOT F 1.21 ACRES +/-

TRACT A
TRACT B

N 1774190.200 E 592924.932
N 1774174.512 E 592922.216
N 1774041.078 E 593690.255
N 1774042.684 E 593497.651
N 1774049.283 E 593485.304
N 1773941.689 E 593427.793
N 1773928.142 E 593383.133
N 1773950.427 E 592795.334
N 1773934.327 E 592825.120
N 1773664.500 E 593279.211
N 1773447.434 E 593685.306

L=16.20' R=25.00' Δ=37°08'09" CB=N9°49'25"E CH=15.92'
L=51.84' R=33.00' Δ=90°00'00" CB=N73°07'32"E CH=46.67'
L=528.39' R=5801.58' Δ=5°13'06" CB=N59°16'50"W CH=528.21'

S61°52'28"E 14.00'
S61°52'28"E 522.63'
549.63'
N61°52'28"W 574.82'
N61°52'28"W 245.50'
S89°31'20"E 192.61'
172.04'
N00°28'40"E 281.17'
260.64'
S00°28'40"W 593.66'
N61°52'28"W 460.47'
N61°36'31"W 33.86'
N28°23'29"E 272.56'
N08°58'27"E 27.78'
SEE DETAIL "A"

POINT OF BEGINNING
SOUTHEAST CORNER OF TRACT "G" SHOPS AT FOXWOOD PLAT BOOK "12", PAGES 3-6

EASTERLY BOUNDARY OF TRACT "G" SHOPS AT FOXWOOD PLAT BOOK "12", PAGES 3-6

20' U.E. PER OFFICIAL RECORDS BOOK 2318, PAGE 99

EASTERLY RIGHT OF WAY LINE OF N.W. 46TH TERRACE

NORTHERLY RIGHT OF WAY LINE OF N.W. BLITCHTON ROAD (US HIGHWAY NO. 27)

N.W. BLITCHTON ROAD
U.S. HIGHWAY NO. 27
(RIGHT OF WAY WIDTH VARIES)

PREPARED BY: JCH CONSULTING GROUP, INC. 8435 S.W. 80TH STREET, SUITE 3, OCALA, FL 34476

DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 06/23/2016 10:33:54 AM
FILE #: 2016058500 OR BK 6411 PGS 1447-1471
REC FEES: $214.00 INDEX FEES: $0.00
DDS: $0 MDS: $0 INT: $0

Prepared by, record and return to:
R. WILLIAM FUTCH
R. WILLIAM FUTCH, P.A.
610 S.E.17TH STREET
OCALA, FL 34471

DECLARATION OF EASEMENTS WITH COVENANTS AFFECTING LAND

THIS DECLARATION OF EASEMENTS WITH COVENANTS AFFECTING LAND ("Agreement") is made, executed and delivered this 20 day of May, 2016, by **SECOND NINE PARTNERS, LLC, a Florida limited liability company** (hereinafter "SECOND NINE" or "Developer").

W I T N E S S E T H:

WHEREAS, SECOND NINE is the owner of certain real property located in Marion County, Florida, more particularly described in **Exhibit "A-1"** (hereinafter the "SECOND NINE Parcel"); and

WHEREAS, contemporaneously herewith, SECOND NINE, is re-platting a portion of the SECOND NINE Parcel located in Marion County, Florida more particularly described in **Exhibit "A-2"** to contain common area roadway, stormwater piping, and utilities (hereinafter the "Access Easement"), and Six (6) outparcels (hereinafter the "Outparcels" or "Lots") as well as an off-site drainage retention area (hereinafter the "DRA Parcel"), (the DRA Parcel being depicted on **Exhibit "B-1"**, the Access Easement, Storm Pipe Easement, Cross Easement and the Lots being depicted on **Exhibit "B-2"** and hereinafter cumulatively referred to as "Project"); and

WHEREAS, on or about the date hereof SECOND NINE intends to plat on the public records of Marion County, Florida the Project, and in furtherance of the development of the Project in a harmonious manner, SECOND NINE desires to subject the Project to certain easements, covenants and restrictions hereinafter set forth, in addition to those currently of record;

NOW, THEREFORE, in consideration of and in furtherance of the foregoing recitals, SECOND NINE hereby declares and establishes as follows:

1) **INCORPORATION OF RECITALS**. The above recitals are true and correct and are incorporated herein for all purposes.

2) **DEFINITIONS**. For the purposes of this Agreement the following terms shall have the following definitions:

   i) ***"Agreement"*** shall mean and refer to this Agreement, as it may from time to time be amended or modified pursuant to its terms and provisions.

ii) ***"Association"*** shall mean the Property Owners Association set forth in Section 6 hereinbelow.

iii) ***"Building"*** shall mean and refer to any structure constructed upon any portion of any Outparcel commonly known as a "building" which is to be used for a commercial purpose.

iv) ***"Access Easement"*** shall mean and refer to that portion of the Project as more particularly set forth in Section 3 hereof with the proposed improvements being described and depicted on **Exhibit "B-2",** including the Cross Easement located on Lot E. Portions of the Access Easement contain swales and ditches which are utilized, and may continue to be utilized, as drainage and storm water detention areas.

v) ***"DRA Easement Area"*** shall refer to that certain portion of the SECOND NINE Parcel, described and depicted on **Exhibit "B-1"** as DRA, to be used as a storm water detention pond.

vi) ***"Roadway Improvements"*** shall mean and refer to any roadway or related improvements constructed or to be constructed in the Access Easement, including without limitation, roadways or other paved improvements, curbing, sidewalks, intermodal pathways, or landscaping (including irrigation), and any and utilities of every kind and nature, as well as swales and ditches used as drainage and storm water detention areas. The term "Roadway Improvements" is not intended to limit the use granted herein to ingress and egress only. Current and intended Roadway Improvements are described and depicted on **Exhibit "B-2".**

vii) ***"Improvements"*** shall mean and refer to any improvements or facilities constructed in accordance with this Agreement including, without limitation, the Roadway Improvements.

viii) ***"Owner"*** shall mean and refer to the record title owner of any Outparcel, as applicable.

ix) ***"Outparcel" or "Outparcels"*** shall mean and refer, as applicable, to Outparcels located within the Project.

x) ***"Party" or "Parties"*** (whether or not capitalized) shall mean and refer, as applicable, to the Owner of an Outparcel, or all of them, and shall mean their respective successors and assigns who become owners of any portion of any of the Outparcels.

xi) ***"Plans and Specifications"*** shall mean and refer to those plans and specifications to be prepared by the Project Engineer, said Plans and Specifications providing for construction of any Improvements contemplated hereby.

xii) ***"Project Engineer"*** shall mean and refer initially to Tillman & Associates Engineering. The parties may mutually designate another engineering firm licensed to provide engineering services in Marion County, Florida, as the Project Engineer. In the event that Tillman & Associates Engineering discontinues the practice of engineering in Marion County, Florida and the Owners are unable to agree to a successor as "Project Engineer", they agree that they shall each designate a civil engineer licensed to practice engineering in Marion County, Florida and the engineers so chosen shall designate another civil engineer, licensed to practice engineering in Marion County, Florida, who then shall be deemed the Project Engineer.

xiii) ***"Storm Pipe Easement Area"*** shall mean that portion of the Project, described and depicted on **Exhibit "B-2"**, to be used to convey storm water underground from the Outparcels to the DRA Easement Area.

3) **ACCESS EASEMENTS.**

a) **Grant of Access Easement**. SECOND NINE, as the current Owner of the Project, does hereby declare, grant and convey unto the Owners from time to time (and their respective tenants, contractors, employees, agents and other invitees) of each of the Outparcels for the benefit thereof and as an appurtenance thereto, a non-exclusive perpetual easement for all utilities of every kind and nature, and for drainage and for ingress and egress of pedestrian and passenger, service and delivery vehicles over and across the Access Easement, and for access to and from such Outparcels to the public rights-of-way known as U.S. Highway 27.

b) **Construction of Improvements and Maintenance of Access Easement.** The construction of improvements to and maintenance of the Access Easement shall be subject to the following terms and provisions:

i) **Initial Construction**.

(1) SECOND NINE, at its sole cost and expense, shall be permitted to construct such Roadway Improvements within the Access Easement as SECOND NINE reasonably deems necessary. Any work performed shall be done in such a fashion to reasonably minimize the impact upon the use of the Access Easement. Any such work shall be performed in accordance with Section 5.

(2) SECOND NINE hereby grants to the Owners a temporary easement over the Access Easement and over such portions of the Outparcels lying within ten feet (10') of the Access Easement, for construction of the Roadway Improvements. This Temporary Construction Easement shall commence upon recording of this Agreement and shall terminate upon the completion of the Roadway Improvements or December 31, 2016, whichever shall occur first. Upon Completion of the Roadway Improvements each Party agrees to, at the request of another Party, execute in recordable form a termination of the Temporary Construction Easement; provided, however, the failure to execute or record same shall not affect the automatic termination of this Temporary Construction Easement.

ii) **Establishment of Rules Relating to Use**. All use of the Access Easement shall be in accordance with all reasonable rules or traffic instructions (i.e., directional arrows, stop signs, restricted gates, guard and security entries, etc.) established for or posted in the Access Easement by SECOND NINE.

iii) **Maintenance of Roadway Improvements.**

(1) The parties acknowledge that the Association shall be solely responsible for the maintenance, repair and replacement of the Roadway Improvements after construction of the same. The parties also acknowledge that SECOND NINE intends to convey portions of the Project to third parties subject to this Agreement. The Association shall maintain the Roadway Improvements in a reasonably good and usable condition, and each Owner of an Outparcel shall pay its pro-rata share of the cost and expense of the maintenance of the Roadway Improvements. The Association (or any other Owner of a Outparcel,

should they pay another Owner's prorata share) shall be entitled to reimbursement on a prorata basis (based upon the square footage of the Outparcels) for the cost and expense of future maintenance, repair and replacement (the "Shared Roadway Maintenance Expenses") from the then existing Owner of the other Outparcels, subject to the limitations and prorata basis herein expressed. The Association shall provide to the Owner or Owners of an Outparcel on a regular basis, but no more frequently than quarterly, with an invoice for that Owner's prorata share of any such Shared Roadway Maintenance Expenses incurred and paid by the Association, including reasonable proof of payment. Upon receipt of the same, the then existing Owner of any Outparcel at the time of generation of such invoice shall, within thirty (30) days after receipt, pay to the Association their prorata share. In the event of any dispute as to the reasonableness of the Shared Roadway Maintenance Expenses or whether maintenance, repair or replacement is necessary, the resolution of the Project Engineer shall be dispositive. Should any Owner fail to pay such reasonable Shared Roadway Maintenance Expenses within thirty (30) days after receipt of an invoice for the same, any Association may file a lien setting forth the amounts owed in the Public Records of Marion County, Florida, against the Outparcel of the defaulting Owner from whom reimbursement is due, with said sum accruing interest at the rate of eighteen percent (18%) from the date of recording said lien until paid, and to enforce the same in any manner permitted by law, including, without limitation, by judicial foreclosure against the Owner of any Outparcel.

(2) The Parties grant to one another a perpetual easement over any portion of the Access Easement for the purpose of maintenance, repair and replacement of the Roadway Improvements as contemplated by Section 3(b)(iii)(1) above. The right of each Owner to enter upon another's Outparcel for such work is conditioned upon the requirement that any such work performed shall be done in such a fashion to reasonably minimize the impact upon the use of the Access Easement. Any such work shall be performed in accordance with Section 7.

iv) **Dedication as Public Road.** The Association reserves the sole and absolute right to dedicate any or all of the Access Easement encumbered by this Agreement, including, but not limited to, all areas contained within the Access Easement, as a public road at any time hereafter. Upon dedication and acceptance by the appropriate governmental authority as a public road, all obligations of maintenance hereunder shall cease as to the area of the Access Easement so dedicated.

4) **DRAINAGE EASEMENT AND MAINTENANCE OBLIGATIONS - DETENTION POND AREA.**

i) **Drainage Easement**. SECOND NINE, as the current owner of the Project, does hereby declare, grant and convey unto the Owners of the other Outparcels, for their use as the Owners of such other Outparcels, and their successors and assigns, a perpetual non-exclusive easement (limited as set forth below) for the drainage and discharge of surface storm water runoff from such other Outparcels onto or through the DRA Easement Area, and further to drain surface storm water runoff from the Project under the surface of (through adequate pipes) the Storm Pipe Easement Area to the DRA Easement Area. Any storm water facilities constructed in the Storm Pipe Easement Area shall be done at such Owner's sole cost and expense and in compliance with Section 6 below, and any on-going maintenance thereof shall be the sole responsibility of the Association.

ii) **Capacity Allocation.** The Owners of each Outparcel shall be entitled to use their pro-rata share (based upon the square footage of the real estate owned by them as compared to the total square footage of all real estate in all Outparcels) of as much available surface storm water runoff detention capacity in the DRA Easement Area as they deem necessary or desirable for the purposes set forth herein up to an aggregate maximum of Eighty percent (80%) of the impervious surface area on any Outparcel.

If the owner of any Outparcel desires to obtain additional water detention capacity within the DRA Easement Area, and can obtain, at its expense, all necessary governmental permits, such Party shall be entitled to the additional cubic feet of detention capacity added to the DRA Easement Area to be obtained provided that such Party completes any modifications or amendments to the DRA Easement Area at that Party's sole cost and expense. In the event a Party elects to procure additional water detention capacity under the provisions of this subsection, the Party shall provide all other Parties written notification of (i) its intent to procure additional capacity; and (ii) copies of all permit applications and correspondence with any permitting agency; and (iii) copies of any notice of intent issued by a governmental agency with respect to modification of the storm water permit; (iv) copies of any permits issued and (v) shall construct the necessary improvements to provide the additional water detention capacity in accordance with Section 5 below. Any Party to this Agreement shall have the right, if the requested additional water detention capacity is considered to be detrimental to that Party's Outparcel (or any portion thereof), to contest the issuance of any such modification to the initial storm water permit.

iii) **Maintenance Obligations of DRA Easement**. The parties acknowledge that in addition to the use for drainage from the Project, the DRA Easement Area may be also be used for drainage and water detention from the SECOND NINE Parcel in the future as the result of the development of vacant portions of the SECOND NINE Parcel. The cost of improving or adding additional water detention capacity to the DRA Easement Area shall be borne solely by the Party which requires the improvement or addition.

The parties acknowledge that the Association shall solely be responsible for the maintenance, repair and replacement of the DRA Easement Area. The parties also acknowledge that SECOND NINE intends to convey portions of the Project to third parties subject to this Agreement. The Association shall maintain the DRA Easement Area in a reasonably good and usable condition. The Association shall be entitled to reimbursement on a pro-rata basis (based upon the percentage of cubic feet of use of the total detention capacity of the DRA Easement Area for storm water discharge and water detention by any Outparcel) for the cost and expense of future maintenance, repair and replacement (the "Shared DRA Maintenance Expenses") from the then existing Owner of any Outparcel, subject to the limitations and pro-rata basis herein expressed. The Association shall provide the Owner or Owners of an Outparcel on a regular basis, but no more frequently than quarterly, with an invoice for that Owner's pro-rata share of any such Shared DRA Maintenance Expenses incurred and paid by the Association, including reasonable proof of payment. Upon receipt of the same, the then existing Owner of any Outparcel at the time of generation of such invoice shall, within thirty (30) days after receipt, pay to the Association their pro-rata share. In the event of any dispute as to the reasonableness of the Shared DRA Maintenance Expenses or whether maintenance, repair or replacement is necessary, the resolution of the Project Engineer shall be dispositive. Should any Owner fail to pay such reasonable Shared DRA Maintenance Expenses within thirty (30) days after receipt of an invoice for the same from The Association, the Association may file a lien setting forth the amounts owed in the Public Records of Marion County, Florida, against the Outparcel of the defaulting Owner from whom reimbursement is due,

with said sum accruing interest at the rate of eighteen percent (18%) from the date of recording said lien, and to enforce the same in any manner permitted by law, including, without limitation, by judicial foreclosure. The Parties grant to one another a perpetual easement over any portion of the DRA Easement Area for the purpose of maintenance, repair and replacement of the DRA Easement Area as contemplated by this Section 4(iii) above. The right of each Owner to enter upon the other Outparcel is conditioned upon the requirement that any such work performed shall be done in such a fashion to reasonably minimize the impact upon the use of the DRA Easement Area.

5) RESTRICTIVE COVENANTS.

No building shall be erected, altered, placed, or permitted to remain on any Outparcel other than in accordance with all governmental rules, regulations and permits, and construction shall be subject to any and all City, County or State zoning ordinances, laws, or regulations.

Setbacks. All structures shall be subject to applicable codes.

Quality. The Developer shall have final approval of all building plans and exterior building materials, including fencing, site plan, and landscaping. Any Owner desiring to construct any improvement on any Outparcel must first obtain Developer's written consent to final plans and specifications. Exposed struck joint eight inch concrete block shall not be permitted on the exterior of any structure except on the side or rear not facing a street. The Developer shall discourage the use of imitation brick for front or side material and encourage the use of front or side materials such as block, four inch block, stone, brick, wood and stucco. A building that has a side which faces a street shall have the same material on the exposed side as is used on the front.

Driveways. All driveways which connect to the shared driveway located in the Common Area, said shared driveway being maintained by the Association, must be constructed in the following manner, as may be reasonably determined by the Association:

A. All Outparcels shall have a paved driveway of stable and permanent construction.

B. That portion of any driveway which is constructed in the Common Area must be paved with reinforced concrete or heavy duty asphalt a minimum of six (6) inches in thickness, and must conform to all Marion County Road Department specifications.

C. If any portion of any shared driveway maintained by the Association is damaged due to the construction of any building or driveway entrance, the owner of the building under construction shall repair any damage to the shared driveway.

Fences, Walls and Screening. No chain link or metal fences shall be allowed. The "finished" side of any heavy duty PVC, wood or masonry fence or wall improved or constructed shall face the outside of the Outparcel, so as to be visible as viewed from the property surrounding the Outparcel upon which same is constructed. No fences or walls shall be constructed to exceed six (6) feet in height nor shall any fencing encroach into any shared driveway area.

Utility Connections. All connections for all utilities including, but not limited to, water, sewage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the building in such manner to be acceptable to the governing utility authority.

All pumps, compressors, tanks and like exterior mechanical equipment shall be enclosed within a structure or otherwise screened from view from any street within the Outparcel.

Equipment. No stationary wire, clothes lines, or clothes racks are allowed. Any satellite dishes or antennas shall be mounted on the roof or eave of any building and may not exceed twenty inches (20") in diameter and/or height and must not be directly visible from the street. Composter or similar objects or equipment shall not be placed, erected or permitted to remain on any Outparcel.

Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Outparcel at any time either temporarily or permanently, except for construction and storage trailers during active construction.

Garbage and Trash Disposal. No Outparcel shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure and/or screened from any street within the Property.

Cars, Boats and Other Vehicles and Repair. No inoperative cars or trucks or trailers, or other types of vehicles shall be allowed to remain either on or adjacent to any Outparcel for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.

Trees. No trees measuring six (6) inches or more in diameter at a point four (4) feet above ground level may be removed without the prior written approval of the Developer, unless located within ten (10) feet of the main building.

Mailboxes. All mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be approved by the Developer with the cost being paid by the Outparcel owner, and shall be located at locations permitted or required by relevant postal authorities.

Outdoor Lighting. All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.

Window Air Conditioning Units. No window air conditioning units shall be permitted.

Nuisances. It shall be the responsibility of each Outparcel owner to prevent the development or existence of any unclean, unsightly or unkept condition of any improvements or grounds of their Outparcel which would tend to substantially decrease the beauty of the Property as a whole or a specific area thereof.

In order to implement an attractive overall appearance, the Developer, its legal representatives and agents, successors and assigns, reserve unto themselves the right to enter any Outparcel for the propose of removal of any trash which may have collected on such Outparcel without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the Developer to provide trash removal services, and in the event that it shall be necessary for the purpose of removing trash or otherwise policing and maintaining said property for the purpose of implementing the attractive overall appearance of the Property, the owner agrees to pay all costs therefor.

No offensive activity shall be carried on upon any Outparcel, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Development or any occupant therein. There shall not be maintained any plants, poultry, animals or device or thing of any sort and nature whose normal activities or existence is in any way dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of other property in the Development by the owners thereof.

Prohibited Uses. Any future development or operation of any Outparcel subject to this Declaration is hereby prohibited from the operation or conducting of any and all illegal uses within the Outparcel, in addition to the following specifically prohibited uses:

(i) Any establishment selling or exhibiting "obscene" material (not to be defined to include adult magazines that may be sold from grocery stores, convenience stores or liquor stores).

(ii) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines or video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities, lottery or charitable gambling activities so long as such activities are incidental to the business operation being conducted by an occupant of such Outparcel.

(iii) Any establishment selling or exhibiting drug paraphernalia.

(iv) Any establishment which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff, massage parlors, or similar establishments.

(v) Any residential use of an Outparcel (i.e. bed and breakfast, single or multifamily housing, etc.).

(vi) Any stand-alone garden or nursery, or roadside fruit and vegetable stand.

(vii) Any swimming pool, spa or hot tub sales.

(viii)Any novelty or souvenir shops or used merchandise stores.

(ix) Any satellite antennae sales, equipment rental and/or leasing, assembly of electronic components, automobile cleaning and detailing, automobile repair, coin operated laundry, or major/minor household repair operations.

(x) Any use of an Outparcel as a parking garage or parking lot, recycling collection point, public transportation terminal, or emergency shelter.

(xi) Any tattoo or body piercing establishment.

(xii) Any use of an Outparcel for temporary commercial amusement, or for a tourist camp or park.

(xiii) Any church, temple, or mosque, or other place of worship.

(xiv) Any commercial indoor or outdoor recreation facilities including but not limited to: baseball/batting, driving range, miniature golf, or pitch and putt.

(xv) Any Full service/self service gas station or convenience store will only be permitted provided that it complies with the Foxwood Development architectural, landscape, and signage design criteria.

Grassed Areas and Yards. All Outparcels shall, upon completion of the building and prior to any person occupying the building, be fully landscaped and grassed. The owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Outparcel in a neat, clean, orderly and healthy condition. The lawn shall be comprised of St. Augustine or zoysia grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. Grassed areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. No artificial shrubbery, trees, or other artificial vegetation or landscaping shall be permitted, except that live shrubbery, trees or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas. All shrubbery shall be regularly trimmed, fertilized, watered and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The owner's maintenance and care obligations as set forth herein shall apply to all portions of the Outparcel including any easements located on or adjacent thereto, including front, side and rear road and utility easements.

Irrigation. All landscaped or grassed areas shall be serviced by an automatic in-ground irrigation systems.

Swale/Berm Maintenance. The Developer may construct a drainage swale/berm upon certain Outparcels for the purpose of managing and containing the flow of excess surface water, if any, found upon such Outparcel from time to time. Each Outparcel owner shall be responsible for the maintenance, operation and repair of the swale/berm on their Outparcel. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales/berms to provide drainage, water storage, conveyance or other storm water management capabilities as permitted by the SouthWest Florida Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales/berms is prohibited. No alteration of the drainage swale/berm shall be authorized and any damage to any swale/berm, whether caused by natural of human induced phenomena, shall be repaired and the drainage swale/berm returned to its former condition as soon as possible by the owner(s) of the Outparcel(s) upon which the drainage swale/berm is located.

6) PROPERTY OWNERS ASSOCIATION.

There may be, subsequent to the recording of this Agreement, the establishment of a Property Owner's Association (hereinafter "Association"), subject to the terms and conditions as hereinafter described.

1. Membership. Members shall be all persons or entities who are record owners of a fee or undivided interest in any Outparcel in the Project. Each Outparcel shall be entitled to one vote. The Developer shall be entitled to four (4) votes for each Outparcel they hold title to. When more than one person holds such interest or interests in any Outparcel, the vote for such Outparcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Outparcel, except with respect to the rights of the Developer. Developer, at any time, may add additional property within the SECOND NINE Parcel to this Association in Developer's sole discretion.

2. Association. The Association shall be a non-profit corporation charged with the duties and vested with the powers prescribed by law and set forth in Articles of Incorporation, Bylaws and this Declaration. Neither the Articles of Incorporation nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Agreement. In the event of any such inconsistency, the provisions of this Agreement shall prevail.

3. Duties of the Association. The Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Agreement, have the obligations, duties and functions (subject to the provisions of this Agreement), to do and perform each and every one of the following for the benefit of the owners and for the maintenance, administration and improvement of the development.

4. Assessments. The Association shall have the specific right to levy assessments on the owners of all Outparcels and to enforce payment of such assessments, all in accordance with the provisions of this Agreement. Provided, however, that neither the Developer, nor any Outparcel owned by the Developer, shall be subject to special or regular assessments.

5. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of any Outparcels in the Project and in particular for the improvement and maintenance of properties, services, and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed, or furnished, which are devoted to the purpose and related to the use and enjoyment of the Owners of any Outparcels situated within the Project, including, but not limited to:

A. Payment of operating expenses of the Association.

B. Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways.

C. Management, maintenance, improvement and beautification of parks, lakes, ponds, buffer strips, and facilities, if any.

D. Trash and rubbish removal but only when and to the extent specifically authorized by the Association.

E. Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association.

F. Maintenance of roads. To contract and pay for the maintenance and landscaping of all roadways or rights-of-way within the Project whether or not same have been dedicated to a governmental unit or public authority.

G. Maintenance of stormwater systems and drainage. To contract and pay for the maintenance and landscaping of all stormwater systems and drainage systems within the Project whether or not same have been dedicated to a governmental unit or public authority, to also include the right of the Association to perform all wetland mitigation and monitoring required by the South West Florida Water Management District, and all of its rules and regulations to which

the Project is subject. At all times, the Association shall keep on file all necessary permits, including, but not limited to, environmental resource permits.

H. Professional services. To contract and pay for, or otherwise provide for, any necessary services of architects, engineers, attorneys, certified public accountants, and such other professional and non-professional services as the Association deems necessary.

I. Maintenance and repair contracts. To contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all improvements of whatsoever kind and for whatever purpose, including, but not limited to, road repairs and maintenance, from time to time located upon or within the Project.

6. Rule Making. The Association shall make, establish, promulgate, amend or repeal any rules and regulations as may be deemed necessary by the Association.

7. Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Agreement, as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Agreement and the rules and regulations of the Association.

8. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Outparcel, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association:

A. The original assessments.

B. Annual assessments or charges.

C. Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereafter provided.

The original, annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge against an Outparcel and shall be a continuing lien upon the Outparcel against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the Owner of such Outparcel at the time when the assessment fell due.

The lien created by the above paragraph shall only be inferior and subordinate to any purchase money mortgage to the Developer or any mortgages executed in favor of an institutional lender by the Developer.

7) **CONSTRUCTION STANDARDS**. Any construction done, including, but not limited to, maintenance, repair, replacement or relocation of improvements by an Owner on a Outparcel of another Owner, including any work as contemplated by Section 3 or 4 above, or as otherwise permitted herein, shall be subject to and performed substantially in accordance with the following provisions:

a) It shall be the constructing Party's sole responsibility to comply with all applicable laws, ordinances, rules and regulations in its use and in its activities.

b) Construction and installation of any Improvements contemplated by or permitted hereunder, once commenced, shall proceed continuously and diligently until completion and such construction and installation shall be carried on in such a fashion so as not to unreasonably interfere with the use and maintenance of the other Party's Outparcel, or the Improvements located thereon. Following such construction the area of construction and any Improvements thereon, as well as the remainder of the non-constructing Party's Outparcel and any adjoining land disturbed or effected by the construction, shall be returned by the constructing Party, at its sole cost and expense, to substantially the same condition existing prior to said construction work unless otherwise agreed by the Parties. If the constructing Party fails to return the area of construction and any Improvements thereon to condition reasonably similar to the original condition or to some other condition otherwise agreed upon by the Parties, the non-constructing Party, after providing thirty (30) days advance written notice, shall have the right to do at the constructing Party's expense, whereupon the constructing Party shall immediately reimburse the non-constructing Party for all monies reasonably expended to do so.

c) The constructing Party hereby agrees to indemnify and hold the non-constructing Party harmless from any and all losses, claims, damages, expenses, liabilities, causes or action, judgments, litigation expenses (including reasonable attorneys' fees incurred at all trial and appellate levels) or other damages, other than damages caused by the non-constructing Party's own negligence or willful misconduct, incurred by the non-constructing Party as a result of construction activities of said Party, as provided herein.

d) The constructing Party shall furnish to the other Party, upon request, a true and correct copy of a full and complete waiver of lien in accordance with the provisions of Florida Construction Lien Law, as the same may be amended or supplemented form time to time, from any contractor or materialmen providing contracting services, labor or supplies with respect to the construction.

e) Prior to the commencement of any construction activities as provided herein, the constructing Party shall obtain, or require its contractor to obtain, and thereafter maintain so long as such construction is occurring, at least the minimum insurance coverage as set forth below:

i) Worker's Compensation – Statutory Limits;

ii) Employer's Liability – $500,000.00;

iii) Comprehensive and General Auto Liability with no special terms, conditions or exclusions, as follows:

(1) Bodily injury.....$1,000,000.00 per occurrence
(2) Property damage.....$1,000,000.00 per occurrence

The non-constructing Party shall be named as an additional insured with respect to such insurance, and such insurance shall not be canceled without at least thirty (30) days prior written notice to the non-constructing Party. If such insurance is canceled or expires then the constructing Party shall immediately stop all work until either the required insurance is reinstated or replacement insurance is obtained.

8) **SUPERIORITY OF AGREEMENT TERMS.** All easements, rights, restrictions and covenants specified in this Agreement and any subsequent amendment or modification thereof shall be superior to all leases, sales, conveyances, transfers, assignments, contracts and mortgages (except that any institutional mortgagee shall have no financial or other obligations under this Agreement

until such time as it acquires title to any Outparcel or any portion thereof) and other encumbrances and instruments in any way affecting the Outparcels, and any Party foreclosing any such mortgage, deed of trust, lien or encumbrance and all persons or entities acquiring title to any interest in title to such portion of a Outparcel that is subject to the easements, covenants and rights granted under this Agreement shall take title to said real property subject to the terms and provisions of this Agreement.

9) **REPRESENTATIONS AND WARRANTIES**: SECOND NINE represents and warrants that it is the owner of all of the Outparcels as of the date hereof, has full and complete authority to enter into this Agreement, and that upon the execution, delivery and recording of this Agreement in the public records of Marion County, Florida the obligations of SECOND NINE hereunder shall be valid and binding obligations upon SECOND NINE and any successors in title to the Outparcels or any portion thereof.

10) **COVENANTS RUN WITH LAND**. The easements, rights, obligations, restrictions, covenants and indemnities granted under the terms of this Agreement are appurtenant to the ownership of the Outparcels, respectively, and such grants of easements, rights, obligations, restrictions, covenants and indemnities shall run with the ownership of the Outparcels and shall be binding upon and inure to the benefit of the owners of the Outparcels, respectively, and their respective successors, assigns, grantees, tenants and personal representatives. Whenever an Owner is given any rights or obligations under this Agreement, the rights and obligations shall run to the Owner of each respective Outparcel, both now and in the future.

11) **GENERAL PROVISIONS**.

a) **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. To the fullest extent permitted by law, the parties hereto hereby (a) submit to the jurisdiction of the Florida and United States courts for the Florida judicial circuit and the federal district, respectively, in Marion County, Florida, for purposes of any legal action or proceeding bought under or in connection with this Agreement (b) agree that exclusive venue of any such action or proceeding may be laid in Marion County, Florida, and (c) waive any claim that the same is an inconvenient forum.

b) **Amendment.** The Developer reserves for itself, its successors and assigns, and shall have the right:

A. To amend this Agreement for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein.

B. To amend this Agreement in the Developers sole discretion, provided, however, that the Developer acknowledges the intent of any amendments being to improve the attractiveness and living conditions of the Project, and which do not lower standards of the Covenants and Restrictions herein contained.

C. Any amendment to this Agreement which alter the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

c) **Notices**. Any notice required or permitted hereunder, and all demands and request given or required to be given by any Party hereto to another Party, shall be in writing unless otherwise provided herein and shall be deemed given (i) when received, if personally delivered, or (ii) if sent by Federal Express (which term shall be deemed to include within it any other nationally recognized reputable form of overnight couriers) one (1) day after depositing with Federal Express, charges prepaid, before its deadline for next-day delivery, or (iii) if mailed, five (5) days after mailing if such notice has been delivered to the United States Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt.

i) If given to SECOND NINE, any notice hereunder shall be addressed and given as follows:

SECOND NINE PARTNERS, LLC
Attn: Mark A. Jank
1041 SE 69th Place
Ocala, FL 34480

ii) If given to the Owner of any Outparcel, any notice hereunder shall be addressed and given as follows:

To the address of such Owner as shown on the records of the Marion County Property Appraiser.

iii) Any Party hereto may change the address or addresses to which notice is to be sent by giving written notice of such change to the other Party in the manner provided herein.

d) **Severability**. All rights, power and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

e) **Section Headings**. The Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

f) **Time of Essence**. Time is of the essence with respect to this Agreement.

g) **Multiple Counterparts**. This Agreement may be executed in any number of multiple counterparts, each of which shall constitute a complete Agreement and all of which shall constitute the same agreement.

h) **Estoppel Certificate**. Each Party agrees that upon written request from time to time of any other Party, as often as is reasonable (but in no event more often than two (2) times per year), it will timely issue at no charge to a prospective mortgagee of such other Party or to a prospective purchaser or successor Party to such other Party, an estoppel certificate stating:

i) whether the Party to whom the request has been directed knows of any defaults by any Party under this Agreement, and if there are known defaults, specifying the nature thereof;

ii) whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, then stating the nature thereof);

iii) that to the best of the requested Party's knowledge this Agreement as of that date is in full force and effect; and

iv) that to the best of the requested Party's knowledge there are/are not any sums owed by any Party.

v) such statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based upon facts contrary to those asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement.

i) **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so in this Agreement.

j) **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Outparcels or of any Outparcel or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

k) **Agreement Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind or, otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.

l) **Perpetual Easements.** Those easements designated as being perpetual or as continuing beyond the term of this Agreement shall continue indefinitely and can be extinguished only by a written termination agreement signed by all the Parties, except as otherwise specifically stated herein.

m) **Enforcement**. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity. Failure by any Party to observe the covenants and agreements set forth herein shall not result in the termination of the rights granted under this Agreement, or in any manner curtail the use of any easements or rights granted herein, the remedy for such failure being limited to equitable relief and an action or actions for damages.

n) **Litigation**. In the event of any litigation arising out of this Agreement the prevailing Party shall be entitled to recover all reasonable costs and attorneys' fees incurred, whether or not such costs and attorneys' fees are incurred at the trial, appellate or post-judgment level of any litigation, or whether or not such costs and attorneys' fees are incurred with respect to any bankruptcy proceeding related hereto.

o) **Jury Waiver**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE,

TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. ALL PARTIES HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF THIS SECTION, WHICH CONCERNS THE WAIVER OF EACH PARTY'S RIGHT TO TRIAL BY JURY.

p) **Term of this Agreement.** This Agreement shall exist in perpetuity, unless and until this Agreement is terminated by a written termination agreement signed by all the parties to this Agreement or their successors. Upon termination of this Agreement, all rights, covenants and obligations arising hereunder shall terminate and have no further force and effect, provided, however, that this Agreement shall not limit or affect any remedy at law or in equity, that a Party may have against any other Party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination. Should the Association dissolve for any reason, the storm water management system shall be transferred to an agency or entity approved by the South West Florida Water Management District, and the South West Florida Water Management District shall have the right to take enforcement measures.

Notice. In the event an Owner, or their successors or assigns, default, fail to perform or fail to reimburse another Party as may be required by this Agreement, prior to otherwise seeking to enforce this Agreement, the non-defaulting Party shall notify any mortgagee of such defaulting Party of such default, failure to perform or failure to reimburse, and such mortgagee shall have an additional period of thirty (30) days from receipt of said notice to provide such reimbursement or otherwise cure the default or failure to perform.

IN WITNESS WHEREOF, the party hereto has executed this Agreement on the year and date first above stated.

SIGNATURE PAGE FOLLOWS

Signed and delivered in our presence as witnesses:

Carla Mc Cray
Print Name: Carla Mc Cray

Kimberly Roberts
Print Name: KIMBERLY ROBERTS

SECOND NINE PARTNERS, LLC, a Florida limited liability company

By: _____
Mark A. Jank, as Managing Member

STATE OF FLORIDA
COUNTY OF MARION

This instrument was acknowledged before me on May 20, 2016, by MARK A. JANK as Managing Member of SECOND NINE PARTNERS, LLC, a Florida limited liability company, who is personally known to me, on behalf of said limited liability company.

Audrey L. Bowers
Notary Public [Notary Seal]
My Commission Expires: 6/19/18

AUDREY L. BOWERS
Notary Public - State of Florida
My Comm. Expires Jun 16, 2018
Commission # FF 095053

EXHIBIT "A-1"
Legal Description
SECOND NINE Parcel

TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

EXHIBIT "A-2"
Project Legal Description

A PORTION OF TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "G". THENCE ALONG NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES) THE FOLLOWING THREE (3) COURSES, (1). N.61°52'28"W., 460.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,801.58 FEET, A CENTRAL ANGLE OF 05°13'06", AND A CHORD BEARING AND DISTANCE OF N.59°16'50"W., 528.21 FEET; (2). THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 528.39 FEET TO THE END OF SAID; (3). THENCE N.61°36'31"W., 33.86 FEET TO THE EASTERLY RIGHT OF WAY LINE OF N.W. 46TH TERRACE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID EASTERLY RIGHT OF WAY LINE, N.28°23'29"E., 272.56 FEET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 37°08'09", AND A CHORD BEARING AND DISTANCE OF N.09°49'25"E., 15.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 16.20 FEET TO THE END OF SAID CURVE; THENCE S.61°52'28"E., 522.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF N.73°07'32"E., 46.67 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.84 FEET TO A POINT OF TANGENCY; THENCE N.28°07'32"E., 122.00 FEET; THENCE S.61°52'28" E., 14.00 FEET; THENCE S.89°31'20"E., 192.61 FEET TO THE EASTERLY BOUNDARY OF AFORESAID TRACT "G"; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT "G", S.00°28'40"W., 593.66 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 7.11 ACRES, MORE OR LESS.

EXHIBITS "B-1" AND "B-2"

Plans for Project (to include legals of DRA, Access easement, and stormwater piping

SKETCH OF DESCRIPTION FOR:
SECOND NINE PARTNERS, LLC
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
CITY OF OCALA
"SHOPS AT FOXWOOD REPLAT"

DESCRIPTION: *(PROPOSED DRA)*

A PORTION OF TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "G". THENCE ALONG NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES) THE FOLLOWING THREE (3) COURSES, (1). N.61°52'28"W., 460.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,801.58 FEET, A CENTRAL ANGLE OF 05°13'06", AND A CHORD BEARING AND DISTANCE OF N.59°16'50"W., 528.21 FEET; (2). THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 528.39 FEET TO THE END OF SAID; (3). THENCE N.61°36'31"W., 33.86 FEET TO THE EASTERLY RIGHT OF WAY LINE OF N.W. 46TH TERRACE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID EASTERLY RIGHT OF WAY LINE, N.28°23'29"E., 272.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES, (1) N.28°23'29"E., 243.40 FEET; (2) THENCE N.00°18'01"W., 115.07 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.71°00'51" E., 358.98 FEET; THENCE S.28°07'32"W., 405.51 FEET; THENCE N.61°52'28"W., 300.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 08°58'51", AND A CHORD BEARING AND DISTANCE OF N.23°54'04"E., 3.91 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 3.92 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 2.70 ACRES, MORE OR LESS.

NOTES:

1. *DATE OF SKETCH: FEBRUARY 17, 2016.*
2. *SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.*
3. *UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.*
4. *PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.*
5. *BEARINGS ARE ASSUMED BASED ON THE EASTERLY BOUNDARY OF TRACT "G", OF SHOPS AT FOXWOOD, AS BEING S.00°28'40"W..*
6. *ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
7. *THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.*

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

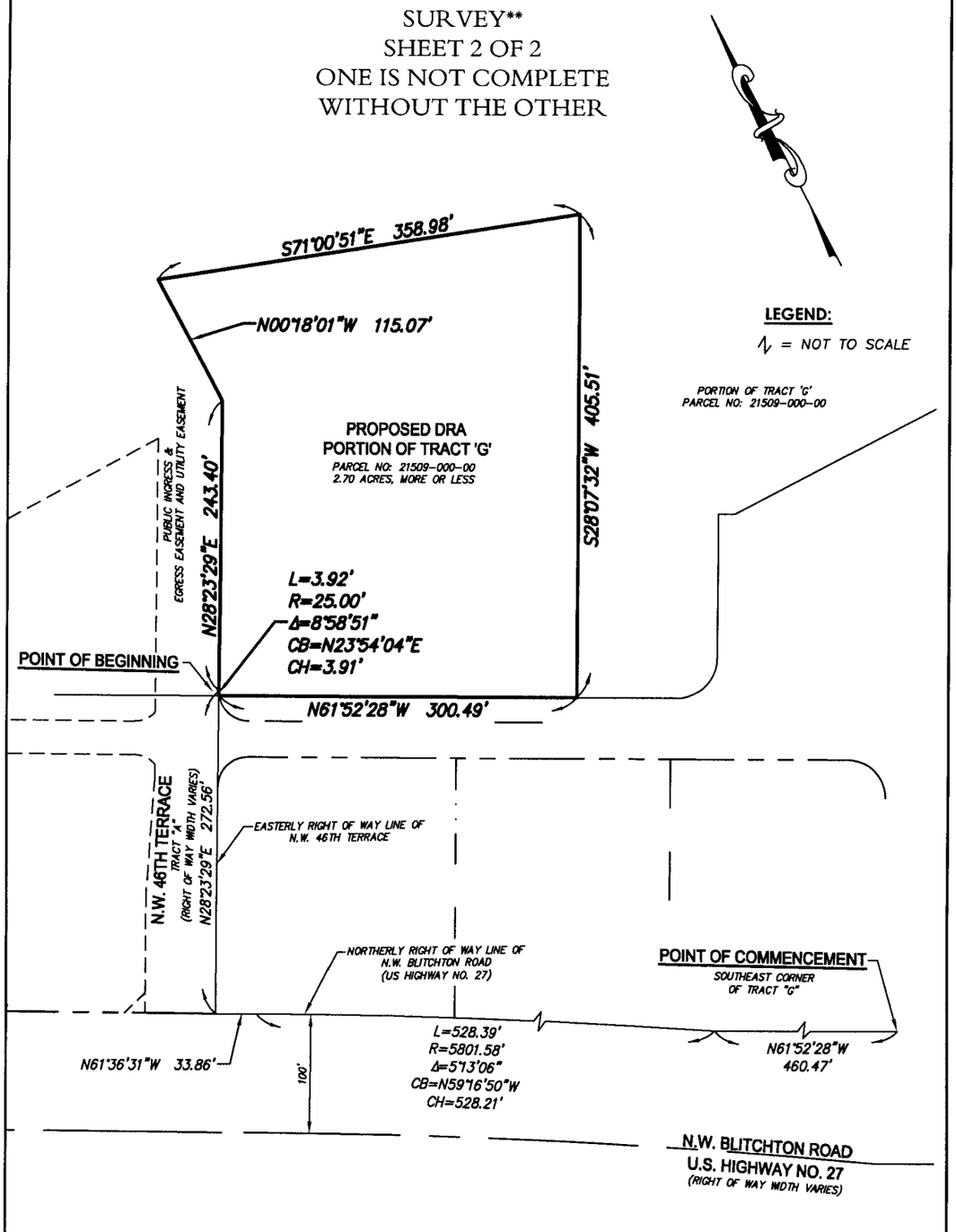
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PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
3120 NW SUITCHTON ROAD, OCALA, FLORIDA 34475

DRAWN:	C.J.H.	J.O.# 15176
REVISED:		DWG.# 15176SK DRA
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	
SCALE: 1" = 100'		COPYRIGHT © FEBRUARY, 2016

EXHIBIT B-1 1 of 2

SKETCH OF DESCRIPTION FOR:
SECOND NINE PARTNERS, LLC
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
CITY OF OCALA
"SHOPS AT FOXWOOD REPLAT"

NOTE: THIS IS NOT A SURVEY
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3128 NW BLITCHTON ROAD, OCALA, FLORIDA 34475

DRAWN:	C.J.H.	J.O.# 15176
REVISED:		DWG.# 15176SK DRA
CHECKED:	C.J.H.	SHEET 2 OF 2
APPROVED:	C.J.H.	
SCALE: 1" = 100'		COPYRIGHT © FEBRUARY, 2016

2 of 2

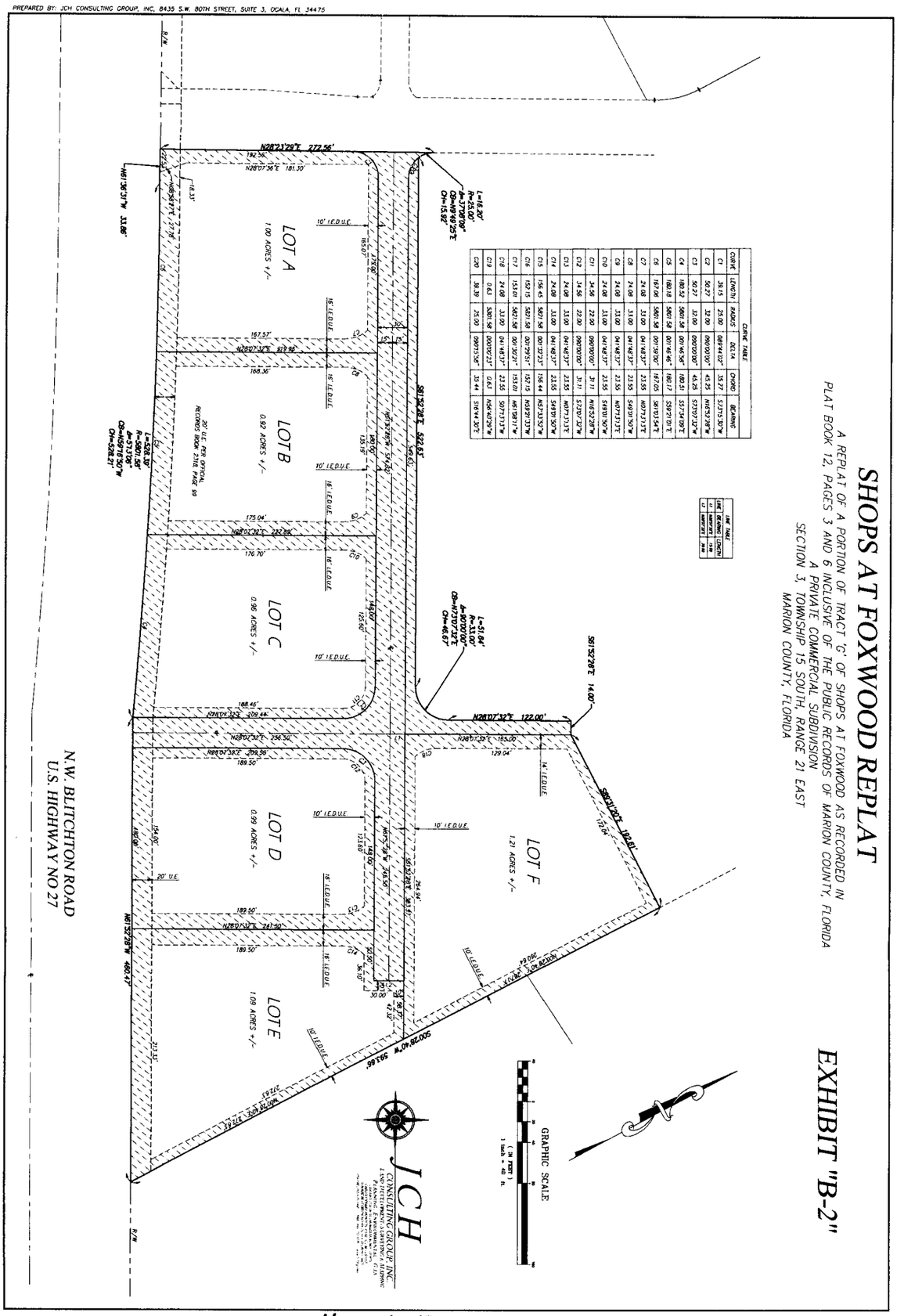


EXHIBIT B-2
1 of 3

SKETCH OF DESCRIPTION FOR:
SECOND NINE PARTNERS, LLC
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
CITY OF OCALA
"SHOPS AT FOXWOOD REPLAT"

DESCRIPTION:

A PORTION OF TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "G". THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT "G", N.00°28'40"E., 48.83 FEET TO THE POINT OF BEGINNING. SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 24°34'49", AND A CHORD BEARING AND DISTANCE OF N.49°35'04"W., 14.90 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.02 FEET TO THE END OF SAID CURVE; THENCE N.61°52'28"W., 213.88 FEET; THENCE N.28°07'32"E., 35.00 FEET; THENCE S.61°52'28"E., 14.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF S.16°52'28"E., 21.21 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.56 FEET TO THE END OF SAID CURVE; THENCE S.61°52'28"E., 155.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 70°16'22", AND A CHORD BEARING AND DISTANCE OF N.82°59'21"E., 28.78 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.66 FEET TO THE END OF SAID CURVE AND TO THE AFORESAID EASTERLY BOUNDARY OF TRACT "G"; THENCE ALONG SAID EASTERLY BOUNDARY, S.00°28'40"W., 44.85 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 0.11 ACRES, MORE OR LESS.

NOTES:

1. *DATE OF SKETCH: APRIL 18, 2016.*
2. *SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.*
3. *UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.*
4. *PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.*
5. *BEARINGS ARE ASSUMED BASED ON THE EASTERLY BOUNDARY OF TRACT "G", OF SHOPS AT FOXWOOD, AS BEING S.00°28'40"W..*
6. *ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
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SHEET 1 OF 2
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CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
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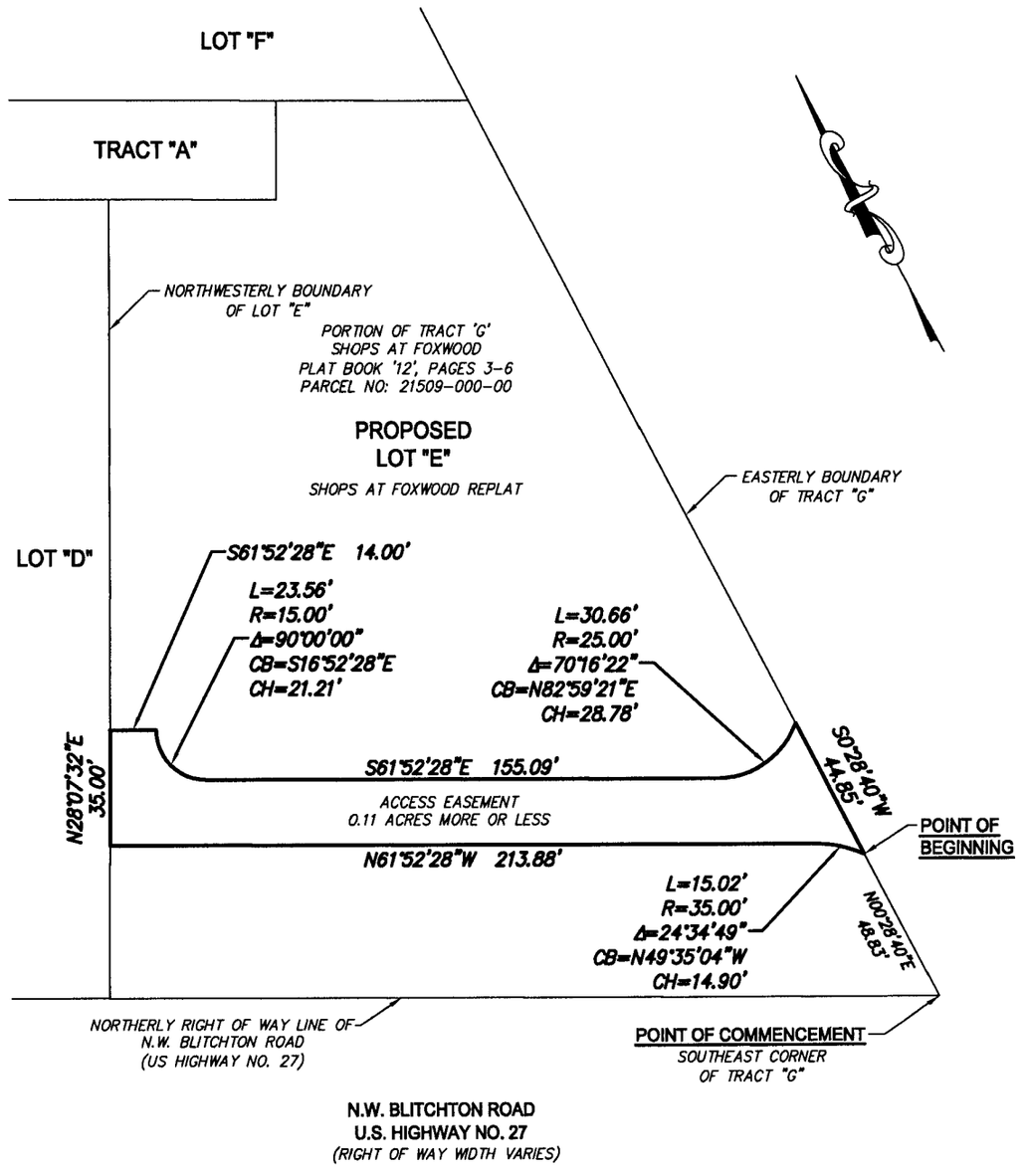
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5128 NW ELTCHTON ROAD, OCALA, FLORIDA 34475

DRAWN:	C.J.H.	J.O.# 15176
REVISED:		DWG.# 15176SK ACCESS
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	ACCESS EASEMENT
SCALE: 1" = 40'		COPYRIGHT © APRIL, 2016

2 of 3

SKETCH OF DESCRIPTION FOR:
SECOND NINE PARTNERS, LLC
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
CITY OF OCALA
"SHOPS AT FOXWOOD REPLAT"



NOTE: THIS IS NOT A SURVEY
SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

JCH
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LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6165
3128 NW BLITCHTON ROAD, OCALA, FLORIDA 34475

DRAWN:	C.J.H.	J.O.# 15176
REVISED:		DWG.# 15176SK ACES
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3 of 3

File #: 2024-1652 Agenda Item #: f.

Second Nine Partners, LLC / ZON24-45698

Petitioner: Second Nine Partners, LLC
Agent: Tillman & Associates Engineering, LLC
Planner: Andrew Gray 352-629-8305
agray@ocalafl.gov

A request to rezone from B-2, Community Business (County), to B-2, Community Business (City), for property located approximately 300-feet north of the intersection at US Highway 27 and NW 46th Terrace, Drainage Retention Area Tract B of the Foxwood III Replat (P.B. 14 Pg. 197), (Parcel 21509+001-02), approximately 1.85 acres.

Recommended Action: Approval

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, August 6, 2024,** City Council meeting and second and final hearing at the **Tuesday, August 20, 2024** City Council meeting.

Submitted By: Andrew Gray

Presentation By: Andrew Gray

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):

Introduce Ordinance 2024-XX to rezone approximately 1.85 acres for property located approximately 300-feet north of the intersection at US Highway 27 and NW 46th Terrace, Drainage Retention Area Tract B of Foxwood III (P.B. 14, Pg. 197) (Parcel 21509+001-02) from B-2, Community Business (County), to B-2, Community Business (City) (Case ZON24-45698) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner: Second Nine Partners LLC
- Property Owner: Second Nine Partners LLC
- Agent: Tillman & Associates Engineering, LLC

The subject property is currently in unincorporated Marion County and surrounded by properties zoned B-2, Community Business, within the City of Ocala. The petitioner is requesting to change the zoning from B-2, Community Business (County) to B-2, Community Business (City). The current use of the subject property depicted on the Foxwood III plat is indicated to be a drainage retention area. Therefore, it will likely not be developed in the future with any permitted uses within the B-2 zoning district. There are two other concurrent applications, consisting of a land use change (LUC24-45697) and an annexation (ANX24-45696).

FINDINGS AND CONCLUSIONS: The requested B-2, Community Business, zoning classification is consistent with the surrounding area, the comprehensive plan and the requested Low-Intensity future land use classification. The amendment will not adversely affect the community's health, safety, convenience, prosperity, or general welfare. The proposed B-2 zoning is consistent with Section 122-244 of the Code of Ordinances and with the proposed future land use of the property.

Staff recommends approval.

FISCAL IMPACT: N/A

ALTERNATIVES:

- Approve with changes.

- Deny
- Table

SUPPORT MATERIALS:
- Staff Report
- Case Map
- Aerial Map

ORDINANCE 2024-XX

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM B-2, COMMUNITY BUSINESS (COUNTY), TO B-2, COMMUNITY BUSINESS (CITY), FOR PROPERTY LOCATED APPROXIMATELY 300-FEET NORTH OF THE INTERSECTION AT US HIGHWAY 27 AND NW 46TH TERRACE (PARCEL 21509+001-02), APPROXIMATELY 1.85 ACRES (CASE NO. ZON24-45698); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The following described lands are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as B-2, Community Business:

SECTION 03, TOWNSHIP 15, RANGE 21, PLAT BOOK 014 PAGE 197, FOXWOOD III, TRACT B- WRA

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change

in zoning classification from B-2, Community Business (County), to B-2, Community Business (City), as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon the later of:

(a) Approval by the mayor, or upon becoming law without such approval; or
(b) The effective date of Ordinance No. 202X-_____ (Ref: Land Use Case LUC24-45697)

ATTEST:

By: _____
Angel B. Jacobs
City Clerk

CITY OF OCALA

By: _____
Barry Mansfield
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2024.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No:	2024-XX
Introduced:	7/2/2024
Adopted:	Click or tap to enter a date.
Legal Ad No:	Click or tap here to enter text.

Staff Report

Case No. ZON24-45698
Planning & Zoning Commission: July 8, 2024
City Council (1st Reading): August 6, 2024
City Council (Adoption): August 20, 2024

Petitioner: Second Nine Partners, LLC

Property Owner: Second Nine Partners, LLC

Agent: Tillman & Associates Engineering, LLC

Project Planner: Andrew Gray

Applicant Request: Rezone from B-2, Community Business (County), to B-2, Community Business (City) for continued use as a DRA in support of Foxwood III and Shops at Foxwood Replat.

Existing Future Land Use: Commercial (County)

Proposed Future Land Use: Low Intensity (City)

Existing Zoning District: B-2, Community Business (County)

Proposed Zoning District: B-2, Community Business (City)

Parcel Information

Acres: ± 1.85 acres

Parcel(s)#: 21509+001-02

Location: Approximately 300-feet north of the intersection at US Highway 27 and NW 46th Terrace.

Existing use: Drainage Retention Area (DRA)

Overlay(s): N/A

Adjacent Property Information

Direction	Future Land Use	Zoning District	Current Use
North	Low Intensity (City)	B-2, Community Business (City)	Proposed Hotel (Staybridge Suites)
South	Low Intensity (City)	B-2, Community Business (City)	Proposed Drive-through restaurant (Starbucks) and Financial Institution (Fifth Third Bank)
East	Low Intensity (City)	B-2, Community Business (City)	Proposed Hotel (Staybridge Suites)
West	Low Intensity (City)	SC, Shopping Center (City)	Vacant Commercial Shopping Center (Shops at Foxwood)

Background:

The subject property, identified by Parcel Identification Number 21509+001-02, contains approximately 1.85 acres, and is generally located just north of US Hwy 27 (NW Blitchton Rd) on NW 46th Ter and an internal subdivision frontage road associated with the Shops at Foxwood Replat. The subject property is identified as Tract B of the recorded plat of Foxwood III (Plat Book 14, Page 197), as recorded on May 18, 2022. The plat does not identify any restrictions on annexation and the subject property represents an enclave which is surrounded by the city limits on all sides.

The adjacent north and east acreage identified as Lot 2 on the subject plat and all the adjacent lots on the plat maps of the Shops at Foxwood and Shops at Foxwood Replat have been annexed and most are utilized for commercial purposes while several others have been approved for commercial development (drive-through restaurant, financial institution, and hotel). However, the Declaration of Easements with Covenants Affecting Land for the Shops at Foxwood Replat indicates that the subject property is a portion of the DRA Easement Area (subject to a perpetual, non-exclusive easement for the drainage and discharge of surface storm water runoff) in support of Shops at Foxwood Replat as well as a portion of Tract G, Shops at Foxwood (now known as Lot 2, Foxwood III).

The subject property has been developed with a drainage retention area which collects stormwater runoff and allows for up to 80% impervious area on the lots within the Shops at Foxwood Replat. Pursuant to Section 4 of the aforementioned declaration, maintenance of the drainage retention area is the responsibility of the property owners. The current use of the subject property depicted on the Foxwood III plat is indicated to be a drainage retention area. During a site visit to the property, staff observed that the drainage retention area appears to be functioning as designed although somewhat overgrown.

The subject property is in unincorporated Marion County and the petitioner is requesting to annex the property (Case: ANX24-45696) into the City for the property to be in the same jurisdiction as the lots which it is designed and constructed to support. The petitioner has submitted concurrent applications for a land use change to Low Intensity, and rezoning to B-2, Community Business (Case: ZON24-45698). The proposed B-2 zoning district is consistent with the requested Low Intensity land use, pursuant to Section 122-244.

Existing and Proposed Development Standards

	Future Land Use Category	Permitted Land Uses	Allowable Density	Allowable FAR
Existing	Commercial (County)	Office, Commercial, Public, Recreation, Residential, Campgrounds, Recreational Vehicle Park	8 units per acre	1.0 FAR
Proposed	Low Intensity (City)	Residential, office, commercial, public, recreation, institutional, light industrial, educational facilities	3-18 units per acre	0.75 FAR

Staff Analysis

The proposed B-2, Community Business, zoning district is consistent with the requested Low Intensity future land use classification, pursuant to Section 122-244 of the Ocala Code of Ordinances. Moreover, the subject property will be maintained by the Association and will not produce any additional demand for public facilities.

Factual Support

1. The requested land use change is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

    a. Future Land Use Element Policy 6.3: Low Intensity The intent of the Low Intensity land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special District districts. Low Intensity may contain a single use. Mixed use development is encouraged. Permitted uses include office, commercial, public, recreation, institutional, educational facilities and residential. Light industrial shall only be allowable in designated locations as specified in the Land Development Code and must meet the intent of the Low Intensity category, including form and design guidelines as applicable. It is also the intent of this category to promote a walkable suburban form.

    b. Future Land Use Element Policy 7.2: City guidelines shall be context-sensitive to providing appropriate transitions between adjacent land uses with particular emphasis on building compatibility between neighborhoods and non-residential uses.

2. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Level of Service Impact Analysis

Transportation: The subject property includes an interior location within the Shops at Foxwood located along US Hwy 27 (NW Blitchton Rd) and NW 49th Ave. The 2023 Congestion Management Data from the Ocala-Marion TPO for the affected roadway is provided below. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review.

Road/Street Name	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
US Hwy 27 (From NW 44th Ave to NW 49th Ave)	4	45 MPH	Arterial	D	55,700	21,700	B
US Hwy 27 (From NW 49th Ave to NW 60th Ave)	4	55 MPH	Arterial	D	55,700	18,100	B

Electric: The subject property is in the Ocala Electric Utility service territory.

Internet: Service is available. A City fiber optic cable runs along US Hwy 27 (NW Blitchton Rd), just south of the subject property.

Potable Water: Service is available. A City water main runs along US Hwy 27 as well as along the internal subdivision roads for Shops at Foxwood and Shops at Foxwood Replat. Connections would be determined during the site plan review and approval process although not necessary for the subject site.

Sanitary Sewer: Service is available. A City gravity main runs along US Hwy 27 as well as the internal subdivision roads for Shops at Foxwood and Shops at Foxwood Replat in the vicinity of the subject site. Connections would be determined during the site plan review and approval process although not necessary for the subject site.

Stormwater: The subject property is not located within a FEMA Flood Zone. Further, the subject site represents a drainage retention area in support of surrounding commercial lots (existing, proposed and future uses). This facility has presumably been designed to provide flood protection for a 100 year, 24-hour storm event.

Solid Waste: Trash pickup will be available when the property is annexed into city. Service is available to nearby properties within the City limits.

Fire Service: Ocala Fire Rescue Station #1, located at 505 NW Martin L King Ave, is approximately 3.7 miles and Ocala Fire Rescue Station #4, located at 3300 SW 20th St, is approximately 4.6 miles from the subject property.

Schools: This land use change is not anticipated to affect any school district

Staff Recommendation:	***Approval***

Permitted Uses Table:

Permitted Use Type	B-2, Community Business (County)	B-2, Community Business (City)
Residential Operation	• Model home sales lot, model home complex	• Bed and breakfast • Community residential home • Fraternity or sorority house • Residence-Gallery • Residence-Office • Rooming/Boarding House
Residential Type	• Dwelling units for owner or employee	• Single-family dwelling • Single-family dwellings (attached) • Two-family dwelling • Multi-family dwelling*
General Retail	• Artisan shops, antiques, art gallery, art supplies, astrologer, books and stationary, camera, clocks, clothing, craft, gifts, hobby supplies, ice cream shop, jewelry, leather goods, luggage, radio and television, shoes, souvenirs, smoke shop, tobacco, toys, watches and similar establishments including repair • Automobile parts, new • Bait and tackle, sporting goods • Bakery, meats, delicatessen, or confectionary • Bakery, industrial, commercial* • Garden supply • Gun shop • Household appliance, furnishings, sales, repair • Package liquor store • Pawnshop* • Plant nursery, retail • Plant nursery wholesale* • Produce, outside building* • Seafood shop • Stores, department, furniture, hardware, household appliances, optical, pet • Stores, drug • Swimming pool supplies* • Used merchandise, inside building • Used merchandise, outside building, including flea market*	• Auto supply store • Bakery store • Department store • Drugstore • Electronics store • Furniture store • Garden and nursery sales • Grocery store • Hardware store • Home decorating store • Pharmacy • Roadside fruit and vegetable sales • Specialty retail store • Swimming pool sales (enclosed) • Used merchandise store • Videotape store

Vehicular Sales	• Automobile, truck sales, new, used* • Automobile rental • Bicycle sales, rentals • Boats, marine motors sales, service • Golf cart, LSV sales • Motorcycle sales, service* • Recreational vehicle rental • Recreational vehicle sales* • Trailers, sales, and service*	
Agricultural Use	• Agricultural uses as an interim use, excluding livestock • Horses or cattle, not a sales operation* • Land, farm management	
Business Service	• Air-conditioning, heating, ventilation equipment sales, service, repair • Construction or contractor yard* • Lawn mowers, power, sales, repair • Lumber yards, building material sales* • Office furniture, equipment, sales, service • Paint and wallpaper • Parking garage, public • Parking lot • Parking of commercial vehicles for permitted business as an accessory use • Parking of commercial vehicles in excess of 16,000 lbs. not used by permitted business*	• Equipment rental and leasing • General business service • Parking lot • Parking garage • Radio/TV broadcasting facility • Security systems service
Eating or Drinking Establishment	• Bar, alcohol sales • Food catering • Restaurant • Restaurant, including fast food, drive through	• Alcoholic beverage establishment (off-premises consumption) • Alcoholic beverage establish (on-premises consumption) • Fast food restaurant • Restaurant (enclosed), (drive-through window permitted as an accessory use) • Drive-in or drive-through restaurant*
Hospitality and Tourism	• Museum • Hotel, motel	• Antique gallery/art gallery/museum • Conference center • Hotel/convention center • Motel

Office Use	• Advertising specialties • Bank, credit union, financial and loan • Employment office • Professional office	• Commercial photography (art and graphic design service) • Computer maintenance and repair • Financial institution • Photocopying and duplicating service • Photofinishing laboratory • Prepackaged software services • Professional and business office • Print shop
Personal Service	• Barber, beauty shop • Personal services, detective agency, dressmaker, dry-cleaning - including picking-up, florist, interior design, locksmith, laundry, laundromat, pressing, mending clothes, shoes including repair, tailor, travel agency • Pest control agency, supplies* • Storage, mini-warehouses • Tattoo, body-piercing parlor • Taxidermist • Cemetery, crematory, mausoleum*	• Check cashing establishment • Coin-operated laundry • Emergency shelter • Funeral home/crematory • Hairstyling shop • Laundry and dry-cleaning pickup • Laundry and dry-cleaning service • Major household repair establishment • Mini-warehouse • Minor household repair establishment • Recreational vehicle park • Recycling collection point • Tattoo of body piercing establishment
Adult Use Establishment	• Nightclub	
Vehicular Service	• Automobile paint and body shop* • Convenience store, gas station • Automobile repair, no paint or body work	• Auto repair, minor • Automobile cleaning, detailing service • Drive-through facility (non-restaurant), accessory use only • Full-service station • Self-service station/convenience store
Community Service	• Church, Places of Worship • Club, private, lodge, fraternity, sorority • Daycare, child, adult • Library • Orphanage	• Church/place of worship • Day care facility • Library • Private club
Educational Use	• Schools, public, and accredited private or parochial	• College/university • Community education center • School, private elementary and secondary • Speech and language center/school • Vocational/professional school

Recreational Use	• Bowling alley • Fitness centers and gymnasiums • Game arcade, coin-operated • Golf course • Studios, art, dance, music, photography, radio, television • Marina • Poolroom • Recreation building • Theater	• Bowling center • Commercial recreation, indoor • Dance/art/music studio • Motion picture theatres, except drive-in • Physical fitness center • Recreation facility, indoor • Commercial outdoor baseball batting facility* • Commercial recreation, outdoor* • Driving range* • Miniature golf*
Public Use	• Public parks, playgrounds • Post Office, privately owned, leased • Sewage treatment plans (inflow exceeding 5,000 gallons per day)* • Sprayfields / effluent disposal area* • Utility company service yards* • Water wellfields*	• Post office • Park/open space area* • Public transportation terminal*
Health Care Use	• Hospital • Veterinary clinic, small animals	• Assisted living facility • Medical and dental laboratory • Medical and dental office • Transitional recovery facility • Transitional treatment facility • Veterinarian office
High-Impact Industrial Use	• Garbage transfer station	
Low-Impact Industrial Use	• Bottling plant (non-alcoholic beverages)* • Gas, bottled, refill cylinders* • Gas meter facility and supply lines, high pressure* • Storage warehouses*	• Microbrewery/ microdistillery • Assembly of electronic components*

*****Permitted by Special Exception

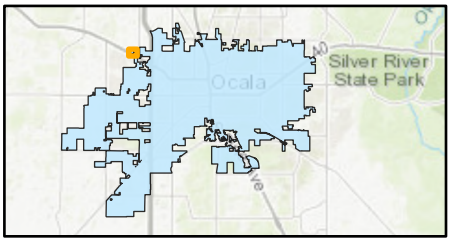
CASE MAP

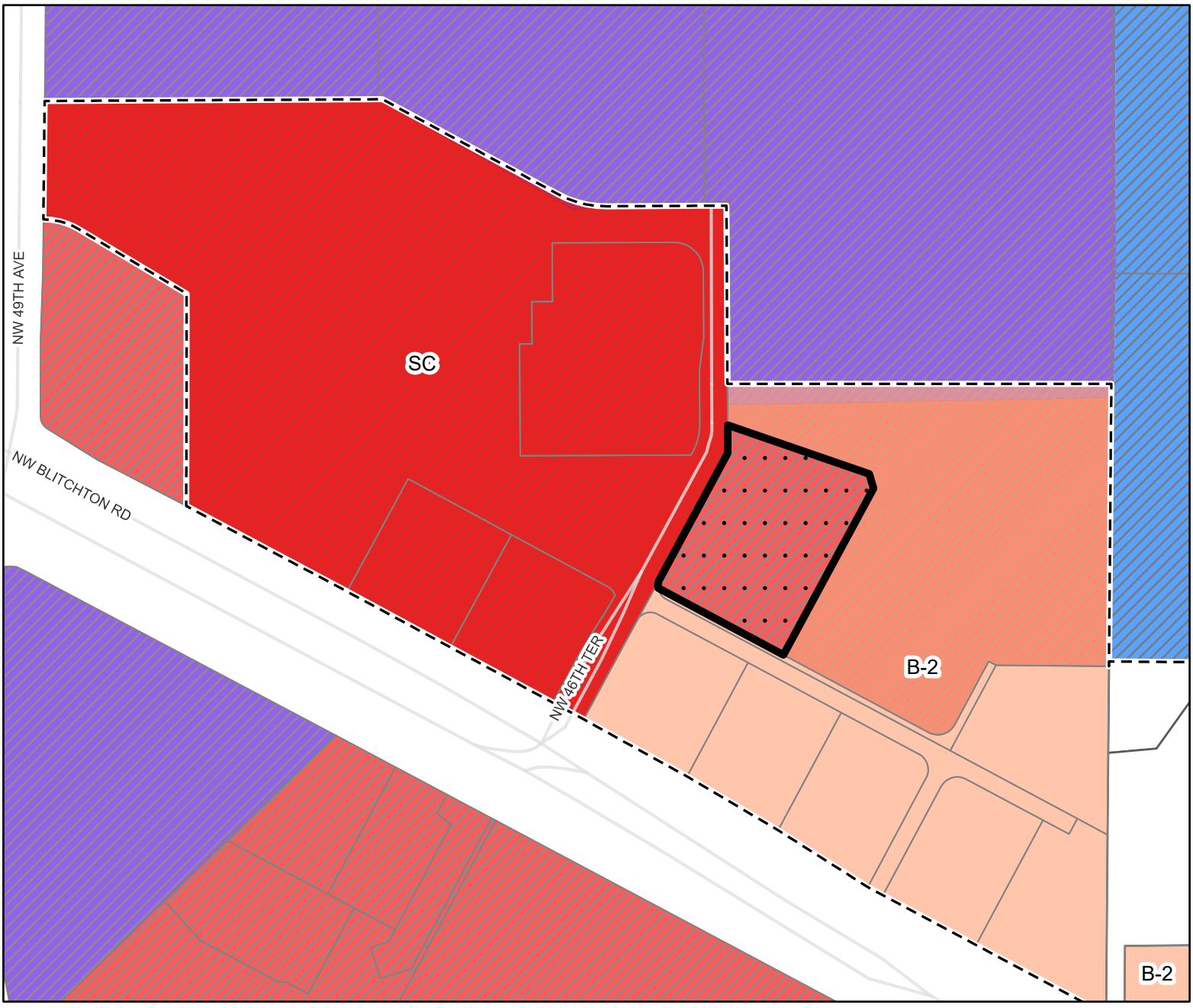
P&Z Meeting: July 8, 2024

Case Number: ZON24-45698
Parcel: 21509+001-02

Property Size: Approximately 1.85 acres
Land Use Designation: Commercial (County)
Zoning: B2, Community Business (County)
Proposal: A request to rezone from B-2, Community Business (County), to B-2, Community Business (City)

Location Map





Subject Property
City Limits
A-1, General Agriculture (county)
B-2, Community Business (county)
PUD, Planned Unit Development (county)
B-2:Community Business
SC:Shopping Center
NO ZONING

0 500 Feet

N

OCALA

Prepared by the City of Ocala Growth Management Department
by kwirthlin on 6/20/2024

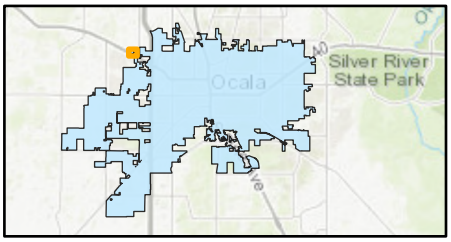
AERIAL MAP

P&Z Meeting: July 8, 2024

Case Number: ZON24-45698
Parcel: 21509+001-02

Property Size: Approximately 1.85 acres
Land Use Designation: Commercial (County)
Zoning: B2, Community Business (County)
Proposal: A request to rezone from B-2, Community Business (County), to B-2, Community Business (City)

Location Map





Subject Property

City Limits

0 500 Feet

N

OCALA

Prepared by the City of Ocala Growth Management Department
by kwirthlin on 6/20/2024

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - 12-6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE: (352) 405-1402 FAX: (888) 272-4333 www.JCHcg.com

FOXWOOD III

A PLANNED UNIT DEVELOPMENT
(A PRIVATE COMMERCIAL SUBDIVISION)

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

PLAT BOOK 14, PAGE 197
SHEET 1 OF 2

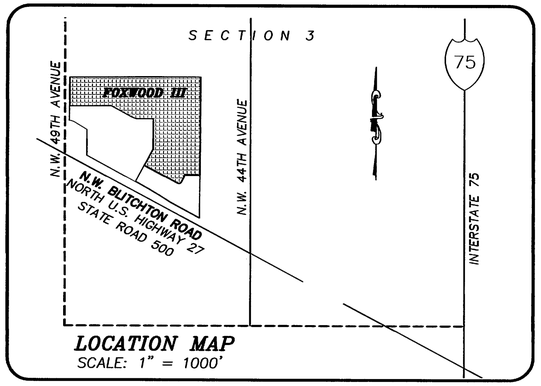
NOTES:

1. ADVISORY NOTICE ~ ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12083C504E, MARION COUNTY, FLORIDA DATED APRIL 19, 2017, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" – AN AREA OF MINIMAL FLOODING. THE FLOODING LIMITS HAVE BEEN IDENTIFIED HEREIN AS CURRENTLY ESTABLISHED AT THE TIME OF THE 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.
2. THE SITE'S FUTURE LAND USE DESIGNATION IS COMMERCIAL AND URBAN RESIDENTIAL; THE ZONING IS B-2 (COMMUNITY BUSINESS) AND PUD (PLANNED UNIT DEVELOPMENT), RESPECTIVELY.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF N.89°41'59"E. ALONG THE NORTH BOUNDARY LINE OF TRACT "G" OF THE SHOPS AT FOXWOOD PER PLAT BOOK 12, PAGES 3 THROUGH 6.
4. ALL OF THE LAND DESCRIBED ON THIS PLAT IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
5. NO LOT SHALL BE DIVIDED OR RESUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR UNTIL A REPLAT IS FILED WITH MARION COUNTY, FLORIDA, WHICH REPLAT COMPLIES WITH THE PROVISIONS OF THE LAND DEVELOPMENT CODE. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY, FLORIDA.
6. COUNTY OFFICIALS EMPLOYED BY THE COUNTY BUILDING AND ZONING DEPARTMENT, COUNTY ENVIRONMENTAL HEALTH DEPARTMENT AND THE COUNTY ENGINEERING DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS INCLUDED IN THIS PLAT FOR THE PURPOSES OF INSPECTING ANY AND ALL FACILITIES, STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS IN ORDER TO ASSURE THAT THE SAME ARE IN KEEPING WITH THE PUBLIC SAFETY, HEALTH AND GENERAL WELFARE.
7. ALL TRAFFIC SIGNS INCLUDING STREET NAME SIGNS ARE TO BE MAINTAINED BY THE ADMINISTRATOR AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
8. WHEREVER IN THIS PLAT REFERENCE IS MADE TO THE DEVELOPER'S "DESIGNATED SUCCESSORS AND ASSIGNS", SUCH REFERENCE SHALL MEAN AND REFER TO THOSE SUCCESSORS OR ASSIGNS OF THE DEVELOPER TO WHOM THE DEVELOPER HEREAFTER TRANSFERS IN WRITING A SPECIFIC RIGHT RESERVED TO THE DEVELOPER IN THIS PLAT, WHICH SAID WRITING MAKES SPECIFIC REFERENCE TO THE PLAT NOTE ON THIS PLAT THAT RESERVES TO THE DEVELOPER THE RIGHT BEING TRANSFERRED, AND WHICH SAID WRITING IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
9. THIS PLAT CONTAINS TWO (2) LOTS, TWO (2) TRACTS, AND 0 MILES OF ROAD.
10. ALL DISTANCES SHOWN HEREON ARE GROUND.
11. THIS PLAT IS 2 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR LEGAL DESCRIPTION, DEVELOPER ACKNOWLEDGEMENTS & DEDICATION SEE SHEET 1, FOR BOUNDARY DETAIL AND LOT DIMENSIONS SEE SHEET 2..
12. PROPERTY IS LOCATED WITHIN THE SECONDARY ZONE OF THE SPRINGS PROTECTION ZONE.
13. DRIVEWAY ACCESS TO ALL CORNER LOTS SHALL BE 50' OR 1/2 THE LOT WIDTH FROM PAVEMENT P.T., WHICHEVER IS LESS.
14. FIRE PROTECTION IN ACCORDANCE WITH THE MARION COUNTY LAND DEVELOPMENT CODE WILL BE PROVIDED VIA THE CENTRAL POTABLE WATER SYSTEM FOR THIS PROJECT.
15. IF ANY PROVISION OF THIS PLAT IS INVALID OR UNENFORCEABLE, ALL PROVISIONS OF THIS PLAT OTHER THAN SUCH INVALID OR UNENFORCEABLE PROVISION SHALL CONTINUE IN FULL FORCE AND EFFECT. IF THE APPLICATION OF ANY PROVISION OF THIS PLAT TO ANY PARTICULAR PERSON OR CIRCUMSTANCE IS INVALID OR UNENFORCEABLE, ALL VALID AND ENFORCEABLE PROVISIONS OF THIS PLAT SHALL APPLY FULLY TO ALL PERSONS AND CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH SUCH APPLICATION IS INVALID OR UNENFORCEABLE.
16. THIS PLAT DEPICTS A SURVEY PERFORMED FOR THE SPECIFIC PURPOSE OF RECORDING A SUBDIVISION PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.
17. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
18. UTILITY EASEMENTS ARE SHOWN BY DASHED LINES ON THE ATTACHED PLAT. ALL PUBLIC UTILITY COMPANIES AND GOVERNMENTAL AGENCIES ARE GRANTED THE RIGHT TO INSTALL AND MAINTAIN UTILITIES AND DRAINAGE FACILITIES IN THE EASEMENTS.
19. STATE PLANE COORDINATES BASED ON C.O.E.D. G.P.S. CONTROL POINTS 0009 AND 0010, NAD-83 (1990 ADJUSTMENT).
20. ALL LOTS SHALL USE SUBDIVISION'S INTERNAL ROADWAYS FOR VEHICLE/DRIVEWAY ACCESS. DIRECT VEHICLE/DRIVEWAY ACCESS THROUGH LOTS TO U.S. HIGHWAY 27 IS PROHIBITED.
21. 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.
22. 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 ASSESSMENTS AS MAY BE PERMITTED BY LAW TO FINANCE 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.
23. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
24. STORMWATER RUNOFF GENERATED FROM THE IMPROVEMENTS ASSOCIATED WITH THIS PLAT ARE DISCHARGED INTO LANDS AS IDENTIFIED ON THE IMPROVEMENT PLANS AS APPROVED BY MARION COUNTY FOR THE DEVELOPMENT OF THIS SUBDIVISION.
25. ADVISORY NOTICE: ACKNOWLEDGEMENT OF CONTIGUOUS SUSTAINABLE AGRICULTURAL LAND.
THE DEVELOPER, SUCCESSORS, AND ASSIGNS, 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."
26. SUBJECT PARCEL IS ENCUMBERED BY MORTGAGE FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY IN FAVOR OF THE PARK AVENUE BANK, RECORDED IN BOOK 4253, PAGE 568, ASSIGNED IN BOOK 4892, PAGE 1547, AMENDED AND RESTATED IN BOOK 4892, PAGE 1550, MODIFIED IN BOOK 5455, PAGE 681, MODIFIED IN BOOK 5488, PAGE 1226, MODIFIED IN BOOK 5872, PAGE 215 AND MORTGAGE/MODIFICATION RENEWAL AGREEMENT IN BOOK 6718, PAGE 1076.
27. IN ADDITION TO THE DEVELOPER'S RIGHTS AS SET FORTH IN OR BOOK 6411, PAGE 1447, THE DEVELOPER ALSO DEDICATES AND ALLOCATES THE AREA OUTSIDE OF TRACT B, BUT WITHIN THE DRAINAGE EASEMENT AREA REFERENCED IN OR BOOK 6411, PAGE 1447, TO AND FOR THE EXCLUSIVE USE OF LOT 2 TO PROVIDE ADDITIONAL DRAINAGE RETENTION AND SURFACE WATER MANAGEMENT FOR THE BENEFIT OF SAID LOT 2.

PREPARED BY: JCH CONSULTING GROUP, INC. 426 S.W. 15TH STREET, OCALA, FL, 34471

I HEREBY CERTIFY THAT THIS PLAT IS PREPARED IN CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY MARION COUNTY.

JOHN R. ARCHER JR. P.S.M. 5531 — 5/16/22



LOCATION MAP
SCALE: 1" = 1000'

DESCRIPTION:

A PORTION OF TRACT G OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT "G"; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID TRACT G THE FOLLOWING FOUR (4) COURSES: (1) S.00°30'33"W., 697.58 FEET; (2) THENCE N.89°12'50"E., 3.12 FEET; (3) THENCE S.00°28'52"W., 661.59 FEET; (4) THENCE S.00°28'40"W., 7.94 FEET TO THE NORTHEASTERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT AS RECORDED IN PLAT BOOK 12, PAGES 161 THROUGH 163 INCLUSIVE OF PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE, ALONG THE NORTHERLY BOUNDARY LINE OF SAID SHOPS AT THE FOXWOOD REPLAT THE FOLLOWING SIX (6) COURSES: (1) THENCE N.89°31'20"W., 192.61 FEET; (2) THENCE N.61°52'28"W., 14.00 FEET; (3) THENCE S.28°07'32"W., 122.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF S.73°07'32"W., 46.67 FEET; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.84 FEET TO A POINT OF TANGENCY; (5) THENCE N.61°52'28"W., 522.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 37°08'09", AND A CHORD BEARING AND DISTANCE OF N.09°49'25"E., 15.92 FEET; (6) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 16.20 FEET TO THE END OF SAID CURVE AND THE NORTHERLY MOST CORNER OF SAID PLAT OF SHOPS AT FOXWOOD REPLAT; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, ALONG THE WESTERLY AND SOUTHERLY BOUNDARY LINE OF SAID TRACT "G" THE FOLLOWING SIX (6) COURSES: (1)N.28°23'29"E., 243.40 FEET; (2) THENCE N.00°18'01"W., 421.99 FEET; (3) THENCE S.89°41'59"W., 202.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 178.00 FEET, A CENTRAL ANGLE OF 28°41'40", AND A CHORD BEARING AND DISTANCE OF N.75°57'12"W., 88.22 FEET; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.14 FEET TO A POINT OF TANGENCY; (5) THENCE N.61°36'22"W., 338.70 FEET; (6) THENCE S.89°41'59"W., 575.70 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT "G"; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, ALONG THE EASTERLY RIGHT OF WAY LINE OF NW 49TH AVENUE (HAVING A 80' RIGHT OF WAY), N.00°35'51"E., 397.70 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT "G"; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, ALONG SAID NORTHERLY BOUNDARY LINE OF SAID TRACT "G" THE FOLLOWING THREE (3) COURSES: (1) N.89°41'59"E., 1,209.26 FEET; (2) THENCE N.89°43'30"E., 68.90 FEET; (3) THENCE S.89°53'54"E., 540.22 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 33.67 ACRES, MORE OR LESS.

LESS AND EXCEPT:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE ALONG THE NORTHERLY BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 3, S89°25'15"E, A DISTANCE OF 40.02 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 49TH AVENUE (BEING 80.00 FEET WIDE); THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG SAID EASTERLY RIGHT OF WAY LINE, N00°37'56"E, A DISTANCE OF 88.86 FEET TO THE N.W. CORNER OF "SHAMROCK ADVENTURE LX" AS PER PLAT THEREOF, RECORDED IN PLAT BOOK '9', PAGE 133 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N00°35'51"E, A DISTANCE OF 599.51 FEET TO THE S.W. CORNER OF "QUAIL MEADOW" AS RECORDED IN PLAT BOOK 'Y', PAGES 89 THROUGH 91 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE SOUTHERLY BOUNDARY OF SAID "QUAIL MEADOW", N89°41'59"E, A DISTANCE OF 1209.26 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, S00°01'12"E, A DISTANCE OF 176.51 FEET; THENCE S89°40'57"E, A DISTANCE OF 196.46 FEET TO THE N.W. CORNER OF LANDS DESCRIBED AS "WELL SITE PROPERTY" IN OFFICIAL RECORDS BOOK 3854, PAGE 1610 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA , SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LANDS, S89°07'12"E, A DISTANCE OF 60.67 FEET TO THE N.E. CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LANDS, S00°57'19"E, A DISTANCE OF 36.95 FEET TO THE S.E. CORNER OF SAID LANDS; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, N88°58'38"W, A DISTANCE OF 60.41 FEET TO THE S.W. CORNER OF SAID LANDS; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID LANDS, N00°33'41"W, A DISTANCE OF 36.80 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.05 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 05/16/22

CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
426 SW 15TH STREET, OCALA, FLORIDA 34471

DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT MARK A. JANK, MANAGER OF SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED TO BE MADE THE PLAT OF "FOXWOOD III", THE SAME BEING A SUBDIVISION OF LAND HEREON DESCRIBED; TRACTS "A" & "B" AND THE INGRESS, EGRESS, DRAINAGE AND UTILITY EASEMENTS DEPICTED HEREON, TOGETHER WITH ALL IMPROVEMENTS THEREON SHALL BE PRIVATE PROPERTY AND ARE HEREBY DEDICATED TO AND MAINTAINED BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST. 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 PRIVATE STREETS. 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. MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON STORMWATER AND DRAINAGE FACILITIES WITHIN THE SUBDIVISION 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 SUBDIVISION SHALL BE SUBJECT TO A PERPETUAL RIGHT OF WAY EASEMENT HEREIN GRANTED FOR INGRESS AND EGRESS BY SANITATION, POSTAL, FIRE, LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICES, MARION COUNTY, AND CITY OF OCALA UTILITY PERSONNEL, PROVIDING SERVICE TO THE SUBDIVISION; AND THAT THE UTILITY EASEMENTS NOTED OR DEPICTED HEREON ARE RESERVED EXCLUSIVELY FOR SUCH USES BY THE UTILITIES (MUNICIPAL, GOVERNMENTAL, AND PRIVATE), TO WHOM RIGHTS IN SUCH EASEMENTS SHALL BE GRANTED FROM TIME TO TIME BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST, AND THAT NO OTHER OBLIGATION IS IMPOSED UPON MARION COUNTY OR ANY OTHER PUBLIC BODY FOR IMPROVEMENT OR MAINTENANCE OF THE STORMWATER DRAINAGE FACILITIES OR EASEMENTS.

WITNESSES:
Marionne Andrews
WITNESS SIGNATURE
PRINT NAME: Marionne Andrews
Micah Mimbs
WITNESS SIGNATURE
PRINT NAME: Micah Mimbs

DEVELOPER AND OWNER:
SECOND NINE PARTNERS, LLC.
By: _____
MARK A. JANK, MANAGING MEMBER
DEVELOPER'S ADDRESS:
2700 TRILLIUM RIDGE #4218
THE VILLAGES, FL 32163

NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MARION

THE FOREGOING DEVELOPER'S ACKNOWLEDGEMENT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF (PHYSICAL PRESENCE) OR ONLINE NOTARIZATION, THIS 13TH DAY OF MAY, 2022 BY MARK A. JANK, AS MANAGING MEMBER OF SECOND NINE PARTNERS, LLC., A FLORIDA LIMITED LIABILITY COMPANY ON BEHALF OF THE COMPANY. HE IS PERSONALLY KNOWN TO ME.

_____ NOTARY PUBLIC
GERARD DAVIS PRINT NAME:
GERARD DAVIS
Commission # HH 015274
Expires June 28, 2024
Bonded thru Budget Notary Services

APPROVAL BY COUNTY OFFICIALS-DEVELOPMENT REVIEW COMMITTEE:

BY: _____ COUNTY ENGINEERING
BY: _____ COUNTY FIRE SERVICES
BY: _____ COUNTY GROWTH SERVICES
BY: _____ COUNTY SURVEYOR
BY: _____ COUNTY UTILITIES
BY: _____ COUNTY BUILDING SAFETY

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS:

THIS IS TO CERTIFY THAT ON THE 18TH DAY OF May 2022 THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

BY _____
CARL ZALAK III, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS,
MARION COUNTY, FLORIDA.

ATTEST: _____ 5/18/22 @ 4:30pm
GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT

BCC SEAL:
CLERK SEAL:

CLERK OF CIRCUIT COURT

I, CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA, DO HEREBY ACCEPT THIS PLAT OF "FOXWOOD III" FOR RECORDING. THIS PLAT FILED FOR RECORD THIS 18TH DAY OF May, 2022 AT 4:30 AM/PM AND RECORDED ON PAGE 197 OF PLAT BOOK 14 IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA.

BY: _____
GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT

CLERK SEAL:

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1402 FAX (888) 272-8335 www.JCHcg.com

FOXWOOD III

A PLANNED UNIT DEVELOPMENT (A PRIVATE COMMERCIAL SUBDIVISION)

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

PLAT BOOK 14, PAGE 198
SHEET 2 OF 2

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

NORTH

N.1777580.16
E.591863.05
NW CORNER OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
FOUND 8" OCTAGONAL MONUMENT (MARION COUNTY)

NORTH BOUNDARY LINE OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

NW 30TH PLACE

"QUAIL MEADOW"
PLAT BOOK Y, PAGES 89-91
LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10
BLOCK "S"

NW 47TH AVENUE

BLOCK "X"
LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 LOT 13

ZONING: SINGLE FAMILY DWELLING (R-1)
LAND USE: MEDIUM RESIDENTIAL DENSITY (MR)

NORTHWESTERLY CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775402.38
E.591880.59

SOUTH BOUNDARY LINE OF QUAIL MEADOW
N89°41'59"E 1209.26'

N89°43'30"E 68.90'
N.1775408.72
E.593089.84

FOUND 4"X4" CONCRETE MONUMENT (LS 1918)
N.1775409.05
E.593158.73

S89°53'54"E 540.22'

EASTERLY-RIGHT OF WAY LINE OF NW 49TH AVENUE

NW 49TH AVENUE (80' RIGHT OF WAY)

N00°35'51"E 397.70'

N00°35'51"E 2865.86'

WEST BOUNDARY LINE OF THE NW 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

N00°35'51"E 201.81'

SOUTHWESTERLY CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775004.70
E.591876.45

N00°35'51"E 88.86'
N.1774714.46
E.591833.34
FOUND NAIL & DISC (LS 1918)
NW CORNER OF S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
FOUND 1/4" NAIL & DISC (LS 1918)

FOUND 4"X4" CONCRETE MONUMENT (LS 1918)
N89°25'15"W 40.02'

568.84'
S89°41'59"W 575.70'

N.1775007.72
E.592452.14

N00°00'00"E 161.27'

6.86'

N61°36'22"W 338.70'

SOUTHERLY BOUNDARY OF TRACT G "SHOPS AT FOXWOOD" (PLAT BOOK 12, PAGES 3-6)

N.1774846.66
E.592750.09

165.70'
S89°41'59"W 202.78'

N.1774825.25
E.592835.67

L=89.14'
R=178.00'
Δ=28°41'40"
CB=N75°57'12"W
CH=88.22'

N.1774826.31
E.593038.45

TRACT A
1000' TERTIARY WELL HEAD PROTECTION AREA

N00°18'01"W 342.85'

DRAINAGE RETENTION AREA

TRACT A
158,539 S.F.
3.64 AC.

N90°00'00"E 554.29'

500' SECONDARY WELL HEAD PROTECTION AREA

40' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 3854, PG 1618

20' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 1399, PG 129

S00°01'12"E 176.51'

POINT OF BEGINNING EXCEPTION
N.1775229.17
E.593284.57
S89°40'57"E 196.46'

N.1775228.24
E.593345.24

SEE DETAIL "A"

20' WATERLINE & FACILITIES EASEMENT PER O.R. BOOK 3854, PG 1610

EXCEPTION
2,222 S.F. - 0.05 AC.
PARCEL ID: 21509-001-00
OWNER: MARION COUNTY
ADDRESS: 2951 N.W. 47TH AVENUE
OCALA, FL 34471

L1 L2 L3 L4

N.1775192.36
E.593284.21

N.1775191.29
E.593344.62

20' NON-EXCLUSIVE INGRESS & EGRESS EASEMENT PER O.R. BOOK 3854, PG 1618

20.0' INGRESS, EGRESS & UTILITY EASEMENT PER O.R. BOOK 2719, PG 99, CORRECTED IN O.R. BOOK 3854, PG 1601, AND IN O.R. BOOK 3854, PG 1610

100' PRIMARY WELL HEAD PROTECTION AREA

POINT OF BEGINNING
NORTHEAST CORNER OF TRACT "G" PER SHOPS AT FOXWOOD PLAT BOOK 12, PAGES 3-6
N.1775408.09
E.593698.95
FOUND 5/8" IRON ROD & CAP (LS 1918)

S00°30'33"W 697.58'

NOT PLATTED
PARCEL ID: 21522-001-00
"SUSTAINABLE AGRICULTURAL LAND"

EASTERLY BOUNDARY OF TRACT G "SHOPS AT FOXWOOD" (PLAT BOOK 12, PAGES 3-6)

LOT 1
959,464 S.F.
22.03 AC.

N89°12'50"E 3.12'
N.1774710.58
E.593695.88

N.1774710.54
E.593692.75

NORTHERLY BOUNDARY OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

ZONING: GENERAL AGRICULTURE (A-1)
LAND USE: COMMERCIAL (COM)

188.11'

SHOPS AT FOXWOOD
(PLAT BOOK 12, PAGES 3-6)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

TRACT B
PUBLIC INGRESS-EGRESS AND UTILITY EASEMENT PER SHOPS AT FOXWOOD (PLAT BOOK 12, PAGES 3-6)

N.W. 46TH TERRACE
N00°18'01"W 421.89'
303.83'

N90°00'00"E 654.25'

70.37'

O.R. DRAINAGE EASEMENT BOOK 6411, PAGE 1447
N71°00'51"W 255.77'
47.79'

N.1774404.32
E.593040.67

LOT 2
265,891 S.F.
6.10 AC.

NOT PLATTED
PARCEL ID: 21525-000-00

TRACT F
TRACT E
TRACT C
TRACT D

NORTHERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)
N.1774190.20
E.592924.93

DRAINAGE RETENTION AREA
TRACT B
80,612 S.F.
1.85 AC.

N16°58'01"W 25.77'

N.W. 45TH TERRACE
N28°23'29"E 243.40'

N28°23'29"E 322.98'

L=16.20'
R=25.00'
Δ=37°08'09"
CB=N9°49'25"E
CH=15.92'

242.85'

N.1774174.51
E.592922.22

N61°52'28"W 522.63'

279.98'

N.1774049.28
E.593485.30

N89°31'20"W 192.61'

N.1774042.68
E.593497.65

N61°52'28"W 14.00'

LOT A
LOT B
LOT F

N.1773928.14
E.593383.13

N.1773941.69
E.593427.79

S28°07'32"W 122.00'

L=51.84'
R=33.00'
Δ=90°00'00"
CB=S73°07'32"W
CH=46.67'

TRACT A

SHOPS AT FOXWOOD REPLAT
(PLAT BOOK 12, PAGES 161-163)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

NORTHERLY BOUNDARY LINE OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)

N.1774049.01
E.593690.32

S00°28'40"W 7.94'
NORTHEASTERLY MOST CORNER OF SHOPS AT FOXWOOD REPLAT (PLAT BOOK 12, PAGES 161-163)
N.1774041.08
E.593690.26

PARCEL ID: 21517-000-00
LOT 2
"MARKETPLACE OF OCALA"
(PLAT BOOK 7, PAGE 81)
ZONING: COMMUNITY BUSINESS (B-2)
LAND USE: COMMERCIAL (COM)

PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS & EGRESS OVER AND ACROSS PARKING, DRIVEWAYS AND SIDEWALKS PER O.R. BOOK 2144, PAGE 704 AND MODIFIED IN O.R. BOOK 2681, PG 1554

S00°28'52"W 661.59'
471.48'

N.W. BLITCHTON ROAD
U.S. HIGHWAY NO. 27
(RIGHT OF WAY VARIES)

LEGEND UNLESS OTHERWISE NOTED

-\/-	= NOT TO SCALE
R	= RADIUS
L	= ARC LENGTH
Δ	= DELTA (CENTRAL ANGLE)
CH	= CHORD DISTANCE
CB	= CHORD BEARING
NO.	= NUMBER
N. E.	= NORTHING / EASTING (STATE PLANE COORDINATES)
℄	= CENTERLINE OF RIGHT OF WAY
O.R.	= OFFICIAL RECORDS OF MARION COUNTY
R/W	= RIGHT OF WAY LINE
LB	= LICENSE BUSINESS
LS	= LAND SURVEYOR
PLS	= PROFESSIONAL LAND SURVEYOR
PG.	= PAGE
P.B.	= PLAT BOOK
P.T.	= POINT OF TANGENCY
A.E.	= ACCESS EASEMENT
D.E.	= DRAINAGE EASEMENT
U.E.	= UTILITY EASEMENT
AC.	= ACRES
(NR)	= NOT RADIAL
(X,XXX)	= SQUARE FOOTAGE AREA
⊡	= PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
■	= PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4" X 4" CONCRETE MONUMENT (LB 8071)
◎	= PERMANENT CONTROL POINT (P.C.P) SET NAIL & DISC P.C.P. (LB 8071)
◉	= PERMANENT CONTROL POINT (P.C.P. FOUND 5/8" NAIL & DISC (LB 5091)

DETAIL "A"
SCALE 1"=50'

POINT OF BEGINNING
EXCEPTION
N.W. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S89°40'57"E 196.46'
L1
EXCEPTION
2,233 S.F.
0.05 AC.
L2 L3 L4
20'
N.E. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
EASTERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
S.E. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
EXCEPTION
LANDS DESCRIBED AS "WELL SITE PROPERTY" IN O.R. BOOK 3854, PAGE 1610
S.W. CORNER OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
WESTERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610
NORTHERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 3854, PAGE 1610

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°07'12"E	60.67
L2	S00°57'19"E	36.95
L3	N88°58'38"W	60.41
L4	N00°33'41"W	36.80

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 05/06/22
CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
426 SW 15TH STREET, OCALA, FLORIDA 34471

SETBACKS:

MINIMUM FRONT SETBACK:	40 FEET (65 FEET WITH GAS PUMP)
MINIMUM REAR SETBACK:	25 FEET
MINIMUM SIDE SETBACK:	10 FEET (65 FEET WITH GAS PUMP)
ACCESSORY STRUCTURES:	8 FEET EXCEPT FOR GAS PUMPS OR ISLAND REQUIRE 25 FEET SETBACK, GAS PUMP CANOPIES MY PROTRUDE 10 FEET INTO A REQUIRED SETBACK

NOTE:
THIS PLAT IS 2 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR LEGAL DESCRIPTION, DEDICATION, NOTES AND ACKNOWLEDGEMENTS SEE SHEET 1, FOR BOUNDARY AND LOT DIMENSIONS SEE SHEET 2.

PREPARED BY: JCH CONSULTING GROUP, INC. 426 S.W. 15TH STREET, OCALA, FL. 34471

DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 06/23/2016 10:33:54 AM
FILE #: 2016058500 OR BK 6411 PGS 1447-1471
REC FEES: $214.00 INDEX FEES: $0.00
DDS: $0 MDS: $0 INT: $0

Prepared by, record and return to:
R. WILLIAM FUTCH
R. WILLIAM FUTCH, P.A.
610 S.E.17TH STREET
OCALA, FL 34471

DECLARATION OF EASEMENTS WITH COVENANTS AFFECTING LAND

THIS DECLARATION OF EASEMENTS WITH COVENANTS AFFECTING LAND ("Agreement") is made, executed and delivered this 20 day of May, 2016, by **SECOND NINE PARTNERS, LLC, a Florida limited liability company** (hereinafter "SECOND NINE" or "Developer").

W I T N E S S E T H:

WHEREAS, SECOND NINE is the owner of certain real property located in Marion County, Florida, more particularly described in **Exhibit "A-1"** (hereinafter the "SECOND NINE Parcel"); and

WHEREAS, contemporaneously herewith, SECOND NINE, is re-platting a portion of the SECOND NINE Parcel located in Marion County, Florida more particularly described in **Exhibit "A-2"** to contain common area roadway, stormwater piping, and utilities (hereinafter the "Access Easement"), and Six (6) outparcels (hereinafter the "Outparcels" or "Lots") as well as an off-site drainage retention area (hereinafter the "DRA Parcel"), (the DRA Parcel being depicted on **Exhibit "B-1"**, the Access Easement, Storm Pipe Easement, Cross Easement and the Lots being depicted on **Exhibit "B-2"** and hereinafter cumulatively referred to as "Project"); and

WHEREAS, on or about the date hereof SECOND NINE intends to plat on the public records of Marion County, Florida the Project, and in furtherance of the development of the Project in a harmonious manner, SECOND NINE desires to subject the Project to certain easements, covenants and restrictions hereinafter set forth, in addition to those currently of record;

NOW, THEREFORE, in consideration of and in furtherance of the foregoing recitals, SECOND NINE hereby declares and establishes as follows:

1) **INCORPORATION OF RECITALS**. The above recitals are true and correct and are incorporated herein for all purposes.

2) **DEFINITIONS**. For the purposes of this Agreement the following terms shall have the following definitions:

   i) ***"Agreement"*** shall mean and refer to this Agreement, as it may from time to time be amended or modified pursuant to its terms and provisions.

ii) ***"Association"*** shall mean the Property Owners Association set forth in Section 6 hereinbelow.

iii) ***"Building"*** shall mean and refer to any structure constructed upon any portion of any Outparcel commonly known as a "building" which is to be used for a commercial purpose.

iv) ***"Access Easement"*** shall mean and refer to that portion of the Project as more particularly set forth in Section 3 hereof with the proposed improvements being described and depicted on **Exhibit "B-2",** including the Cross Easement located on Lot E. Portions of the Access Easement contain swales and ditches which are utilized, and may continue to be utilized, as drainage and storm water detention areas.

v) ***"DRA Easement Area"*** shall refer to that certain portion of the SECOND NINE Parcel, described and depicted on **Exhibit "B-1"** as DRA, to be used as a storm water detention pond.

vi) ***"Roadway Improvements"*** shall mean and refer to any roadway or related improvements constructed or to be constructed in the Access Easement, including without limitation, roadways or other paved improvements, curbing, sidewalks, intermodal pathways, or landscaping (including irrigation), and any and utilities of every kind and nature, as well as swales and ditches used as drainage and storm water detention areas. The term "Roadway Improvements" is not intended to limit the use granted herein to ingress and egress only. Current and intended Roadway Improvements are described and depicted on **Exhibit "B-2".**

vii) ***"Improvements"*** shall mean and refer to any improvements or facilities constructed in accordance with this Agreement including, without limitation, the Roadway Improvements.

viii) ***"Owner"*** shall mean and refer to the record title owner of any Outparcel, as applicable.

ix) ***"Outparcel" or "Outparcels"*** shall mean and refer, as applicable, to Outparcels located within the Project.

x) ***"Party" or "Parties"*** (whether or not capitalized) shall mean and refer, as applicable, to the Owner of an Outparcel, or all of them, and shall mean their respective successors and assigns who become owners of any portion of any of the Outparcels.

xi) ***"Plans and Specifications"*** shall mean and refer to those plans and specifications to be prepared by the Project Engineer, said Plans and Specifications providing for construction of any Improvements contemplated hereby.

xii) ***"Project Engineer"*** shall mean and refer initially to Tillman & Associates Engineering. The parties may mutually designate another engineering firm licensed to provide engineering services in Marion County, Florida, as the Project Engineer. In the event that Tillman & Associates Engineering discontinues the practice of engineering in Marion County, Florida and the Owners are unable to agree to a successor as "Project Engineer", they agree that they shall each designate a civil engineer licensed to practice engineering in Marion County, Florida and the engineers so chosen shall designate another civil engineer, licensed to practice engineering in Marion County, Florida, who then shall be deemed the Project Engineer.

xiii) ***"Storm Pipe Easement Area"*** shall mean that portion of the Project, described and depicted on **Exhibit "B-2"**, to be used to convey storm water underground from the Outparcels to the DRA Easement Area.

3) **ACCESS EASEMENTS.**

a) **Grant of Access Easement**. SECOND NINE, as the current Owner of the Project, does hereby declare, grant and convey unto the Owners from time to time (and their respective tenants, contractors, employees, agents and other invitees) of each of the Outparcels for the benefit thereof and as an appurtenance thereto, a non-exclusive perpetual easement for all utilities of every kind and nature, and for drainage and for ingress and egress of pedestrian and passenger, service and delivery vehicles over and across the Access Easement, and for access to and from such Outparcels to the public rights-of-way known as U.S. Highway 27.

b) **Construction of Improvements and Maintenance of Access Easement.** The construction of improvements to and maintenance of the Access Easement shall be subject to the following terms and provisions:

i) **Initial Construction**.

(1) SECOND NINE, at its sole cost and expense, shall be permitted to construct such Roadway Improvements within the Access Easement as SECOND NINE reasonably deems necessary. Any work performed shall be done in such a fashion to reasonably minimize the impact upon the use of the Access Easement. Any such work shall be performed in accordance with Section 5.

(2) SECOND NINE hereby grants to the Owners a temporary easement over the Access Easement and over such portions of the Outparcels lying within ten feet (10') of the Access Easement, for construction of the Roadway Improvements. This Temporary Construction Easement shall commence upon recording of this Agreement and shall terminate upon the completion of the Roadway Improvements or December 31, 2016, whichever shall occur first. Upon Completion of the Roadway Improvements each Party agrees to, at the request of another Party, execute in recordable form a termination of the Temporary Construction Easement; provided, however, the failure to execute or record same shall not affect the automatic termination of this Temporary Construction Easement.

ii) **Establishment of Rules Relating to Use**. All use of the Access Easement shall be in accordance with all reasonable rules or traffic instructions (i.e., directional arrows, stop signs, restricted gates, guard and security entries, etc.) established for or posted in the Access Easement by SECOND NINE.

iii) **Maintenance of Roadway Improvements.**

(1) The parties acknowledge that the Association shall be solely responsible for the maintenance, repair and replacement of the Roadway Improvements after construction of the same. The parties also acknowledge that SECOND NINE intends to convey portions of the Project to third parties subject to this Agreement. The Association shall maintain the Roadway Improvements in a reasonably good and usable condition, and each Owner of an Outparcel shall pay its pro-rata share of the cost and expense of the maintenance of the Roadway Improvements. The Association (or any other Owner of a Outparcel,

should they pay another Owner's prorata share) shall be entitled to reimbursement on a prorata basis (based upon the square footage of the Outparcels) for the cost and expense of future maintenance, repair and replacement (the "Shared Roadway Maintenance Expenses") from the then existing Owner of the other Outparcels, subject to the limitations and prorata basis herein expressed. The Association shall provide to the Owner or Owners of an Outparcel on a regular basis, but no more frequently than quarterly, with an invoice for that Owner's prorata share of any such Shared Roadway Maintenance Expenses incurred and paid by the Association, including reasonable proof of payment. Upon receipt of the same, the then existing Owner of any Outparcel at the time of generation of such invoice shall, within thirty (30) days after receipt, pay to the Association their prorata share. In the event of any dispute as to the reasonableness of the Shared Roadway Maintenance Expenses or whether maintenance, repair or replacement is necessary, the resolution of the Project Engineer shall be dispositive. Should any Owner fail to pay such reasonable Shared Roadway Maintenance Expenses within thirty (30) days after receipt of an invoice for the same, any Association may file a lien setting forth the amounts owed in the Public Records of Marion County, Florida, against the Outparcel of the defaulting Owner from whom reimbursement is due, with said sum accruing interest at the rate of eighteen percent (18%) from the date of recording said lien until paid, and to enforce the same in any manner permitted by law, including, without limitation, by judicial foreclosure against the Owner of any Outparcel.

(2) The Parties grant to one another a perpetual easement over any portion of the Access Easement for the purpose of maintenance, repair and replacement of the Roadway Improvements as contemplated by Section 3(b)(iii)(1) above. The right of each Owner to enter upon another's Outparcel for such work is conditioned upon the requirement that any such work performed shall be done in such a fashion to reasonably minimize the impact upon the use of the Access Easement. Any such work shall be performed in accordance with Section 7.

iv) **Dedication as Public Road.** The Association reserves the sole and absolute right to dedicate any or all of the Access Easement encumbered by this Agreement, including, but not limited to, all areas contained within the Access Easement, as a public road at any time hereafter. Upon dedication and acceptance by the appropriate governmental authority as a public road, all obligations of maintenance hereunder shall cease as to the area of the Access Easement so dedicated.

4) **DRAINAGE EASEMENT AND MAINTENANCE OBLIGATIONS - DETENTION POND AREA.**

i) **Drainage Easement**. SECOND NINE, as the current owner of the Project, does hereby declare, grant and convey unto the Owners of the other Outparcels, for their use as the Owners of such other Outparcels, and their successors and assigns, a perpetual non-exclusive easement (limited as set forth below) for the drainage and discharge of surface storm water runoff from such other Outparcels onto or through the DRA Easement Area, and further to drain surface storm water runoff from the Project under the surface of (through adequate pipes) the Storm Pipe Easement Area to the DRA Easement Area. Any storm water facilities constructed in the Storm Pipe Easement Area shall be done at such Owner's sole cost and expense and in compliance with Section 6 below, and any on-going maintenance thereof shall be the sole responsibility of the Association.

ii) **Capacity Allocation.** The Owners of each Outparcel shall be entitled to use their pro-rata share (based upon the square footage of the real estate owned by them as compared to the total square footage of all real estate in all Outparcels) of as much available surface storm water runoff detention capacity in the DRA Easement Area as they deem necessary or desirable for the purposes set forth herein up to an aggregate maximum of Eighty percent (80%) of the impervious surface area on any Outparcel.

If the owner of any Outparcel desires to obtain additional water detention capacity within the DRA Easement Area, and can obtain, at its expense, all necessary governmental permits, such Party shall be entitled to the additional cubic feet of detention capacity added to the DRA Easement Area to be obtained provided that such Party completes any modifications or amendments to the DRA Easement Area at that Party's sole cost and expense. In the event a Party elects to procure additional water detention capacity under the provisions of this subsection, the Party shall provide all other Parties written notification of (i) its intent to procure additional capacity; and (ii) copies of all permit applications and correspondence with any permitting agency; and (iii) copies of any notice of intent issued by a governmental agency with respect to modification of the storm water permit; (iv) copies of any permits issued and (v) shall construct the necessary improvements to provide the additional water detention capacity in accordance with Section 5 below. Any Party to this Agreement shall have the right, if the requested additional water detention capacity is considered to be detrimental to that Party's Outparcel (or any portion thereof), to contest the issuance of any such modification to the initial storm water permit.

iii) **Maintenance Obligations of DRA Easement**. The parties acknowledge that in addition to the use for drainage from the Project, the DRA Easement Area may be also be used for drainage and water detention from the SECOND NINE Parcel in the future as the result of the development of vacant portions of the SECOND NINE Parcel. The cost of improving or adding additional water detention capacity to the DRA Easement Area shall be borne solely by the Party which requires the improvement or addition.

The parties acknowledge that the Association shall solely be responsible for the maintenance, repair and replacement of the DRA Easement Area. The parties also acknowledge that SECOND NINE intends to convey portions of the Project to third parties subject to this Agreement. The Association shall maintain the DRA Easement Area in a reasonably good and usable condition. The Association shall be entitled to reimbursement on a pro-rata basis (based upon the percentage of cubic feet of use of the total detention capacity of the DRA Easement Area for storm water discharge and water detention by any Outparcel) for the cost and expense of future maintenance, repair and replacement (the "Shared DRA Maintenance Expenses") from the then existing Owner of any Outparcel, subject to the limitations and pro-rata basis herein expressed. The Association shall provide the Owner or Owners of an Outparcel on a regular basis, but no more frequently than quarterly, with an invoice for that Owner's pro-rata share of any such Shared DRA Maintenance Expenses incurred and paid by the Association, including reasonable proof of payment. Upon receipt of the same, the then existing Owner of any Outparcel at the time of generation of such invoice shall, within thirty (30) days after receipt, pay to the Association their pro-rata share. In the event of any dispute as to the reasonableness of the Shared DRA Maintenance Expenses or whether maintenance, repair or replacement is necessary, the resolution of the Project Engineer shall be dispositive. Should any Owner fail to pay such reasonable Shared DRA Maintenance Expenses within thirty (30) days after receipt of an invoice for the same from The Association, the Association may file a lien setting forth the amounts owed in the Public Records of Marion County, Florida, against the Outparcel of the defaulting Owner from whom reimbursement is due,

with said sum accruing interest at the rate of eighteen percent (18%) from the date of recording said lien, and to enforce the same in any manner permitted by law, including, without limitation, by judicial foreclosure. The Parties grant to one another a perpetual easement over any portion of the DRA Easement Area for the purpose of maintenance, repair and replacement of the DRA Easement Area as contemplated by this Section 4(iii) above. The right of each Owner to enter upon the other Outparcel is conditioned upon the requirement that any such work performed shall be done in such a fashion to reasonably minimize the impact upon the use of the DRA Easement Area.

5) RESTRICTIVE COVENANTS.

No building shall be erected, altered, placed, or permitted to remain on any Outparcel other than in accordance with all governmental rules, regulations and permits, and construction shall be subject to any and all City, County or State zoning ordinances, laws, or regulations.

Setbacks. All structures shall be subject to applicable codes.

Quality. The Developer shall have final approval of all building plans and exterior building materials, including fencing, site plan, and landscaping. Any Owner desiring to construct any improvement on any Outparcel must first obtain Developer's written consent to final plans and specifications. Exposed struck joint eight inch concrete block shall not be permitted on the exterior of any structure except on the side or rear not facing a street. The Developer shall discourage the use of imitation brick for front or side material and encourage the use of front or side materials such as block, four inch block, stone, brick, wood and stucco. A building that has a side which faces a street shall have the same material on the exposed side as is used on the front.

Driveways. All driveways which connect to the shared driveway located in the Common Area, said shared driveway being maintained by the Association, must be constructed in the following manner, as may be reasonably determined by the Association:

A. All Outparcels shall have a paved driveway of stable and permanent construction.

B. That portion of any driveway which is constructed in the Common Area must be paved with reinforced concrete or heavy duty asphalt a minimum of six (6) inches in thickness, and must conform to all Marion County Road Department specifications.

C. If any portion of any shared driveway maintained by the Association is damaged due to the construction of any building or driveway entrance, the owner of the building under construction shall repair any damage to the shared driveway.

Fences, Walls and Screening. No chain link or metal fences shall be allowed. The "finished" side of any heavy duty PVC, wood or masonry fence or wall improved or constructed shall face the outside of the Outparcel, so as to be visible as viewed from the property surrounding the Outparcel upon which same is constructed. No fences or walls shall be constructed to exceed six (6) feet in height nor shall any fencing encroach into any shared driveway area.

Utility Connections. All connections for all utilities including, but not limited to, water, sewage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the building in such manner to be acceptable to the governing utility authority.

All pumps, compressors, tanks and like exterior mechanical equipment shall be enclosed within a structure or otherwise screened from view from any street within the Outparcel.

Equipment. No stationary wire, clothes lines, or clothes racks are allowed. Any satellite dishes or antennas shall be mounted on the roof or eave of any building and may not exceed twenty inches (20") in diameter and/or height and must not be directly visible from the street. Composter or similar objects or equipment shall not be placed, erected or permitted to remain on any Outparcel.

Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Outparcel at any time either temporarily or permanently, except for construction and storage trailers during active construction.

Garbage and Trash Disposal. No Outparcel shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure and/or screened from any street within the Property.

Cars, Boats and Other Vehicles and Repair. No inoperative cars or trucks or trailers, or other types of vehicles shall be allowed to remain either on or adjacent to any Outparcel for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.

Trees. No trees measuring six (6) inches or more in diameter at a point four (4) feet above ground level may be removed without the prior written approval of the Developer, unless located within ten (10) feet of the main building.

Mailboxes. All mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be approved by the Developer with the cost being paid by the Outparcel owner, and shall be located at locations permitted or required by relevant postal authorities.

Outdoor Lighting. All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.

Window Air Conditioning Units. No window air conditioning units shall be permitted.

Nuisances. It shall be the responsibility of each Outparcel owner to prevent the development or existence of any unclean, unsightly or unkept condition of any improvements or grounds of their Outparcel which would tend to substantially decrease the beauty of the Property as a whole or a specific area thereof.

In order to implement an attractive overall appearance, the Developer, its legal representatives and agents, successors and assigns, reserve unto themselves the right to enter any Outparcel for the propose of removal of any trash which may have collected on such Outparcel without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the Developer to provide trash removal services, and in the event that it shall be necessary for the purpose of removing trash or otherwise policing and maintaining said property for the purpose of implementing the attractive overall appearance of the Property, the owner agrees to pay all costs therefor.

No offensive activity shall be carried on upon any Outparcel, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Development or any occupant therein. There shall not be maintained any plants, poultry, animals or device or thing of any sort and nature whose normal activities or existence is in any way dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of other property in the Development by the owners thereof.

Prohibited Uses. Any future development or operation of any Outparcel subject to this Declaration is hereby prohibited from the operation or conducting of any and all illegal uses within the Outparcel, in addition to the following specifically prohibited uses:

(i) Any establishment selling or exhibiting "obscene" material (not to be defined to include adult magazines that may be sold from grocery stores, convenience stores or liquor stores).

(ii) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines or video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities, lottery or charitable gambling activities so long as such activities are incidental to the business operation being conducted by an occupant of such Outparcel.

(iii) Any establishment selling or exhibiting drug paraphernalia.

(iv) Any establishment which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff, massage parlors, or similar establishments.

(v) Any residential use of an Outparcel (i.e. bed and breakfast, single or multifamily housing, etc.).

(vi) Any stand-alone garden or nursery, or roadside fruit and vegetable stand.

(vii) Any swimming pool, spa or hot tub sales.

(viii)Any novelty or souvenir shops or used merchandise stores.

(ix) Any satellite antennae sales, equipment rental and/or leasing, assembly of electronic components, automobile cleaning and detailing, automobile repair, coin operated laundry, or major/minor household repair operations.

(x) Any use of an Outparcel as a parking garage or parking lot, recycling collection point, public transportation terminal, or emergency shelter.

(xi) Any tattoo or body piercing establishment.

(xii) Any use of an Outparcel for temporary commercial amusement, or for a tourist camp or park.

(xiii) Any church, temple, or mosque, or other place of worship.

(xiv) Any commercial indoor or outdoor recreation facilities including but not limited to: baseball/batting, driving range, miniature golf, or pitch and putt.

(xv) Any Full service/self service gas station or convenience store will only be permitted provided that it complies with the Foxwood Development architectural, landscape, and signage design criteria.

Grassed Areas and Yards. All Outparcels shall, upon completion of the building and prior to any person occupying the building, be fully landscaped and grassed. The owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Outparcel in a neat, clean, orderly and healthy condition. The lawn shall be comprised of St. Augustine or zoysia grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. Grassed areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. No artificial shrubbery, trees, or other artificial vegetation or landscaping shall be permitted, except that live shrubbery, trees or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas. All shrubbery shall be regularly trimmed, fertilized, watered and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The owner's maintenance and care obligations as set forth herein shall apply to all portions of the Outparcel including any easements located on or adjacent thereto, including front, side and rear road and utility easements.

Irrigation. All landscaped or grassed areas shall be serviced by an automatic in-ground irrigation systems.

Swale/Berm Maintenance. The Developer may construct a drainage swale/berm upon certain Outparcels for the purpose of managing and containing the flow of excess surface water, if any, found upon such Outparcel from time to time. Each Outparcel owner shall be responsible for the maintenance, operation and repair of the swale/berm on their Outparcel. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales/berms to provide drainage, water storage, conveyance or other storm water management capabilities as permitted by the SouthWest Florida Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales/berms is prohibited. No alteration of the drainage swale/berm shall be authorized and any damage to any swale/berm, whether caused by natural of human induced phenomena, shall be repaired and the drainage swale/berm returned to its former condition as soon as possible by the owner(s) of the Outparcel(s) upon which the drainage swale/berm is located.

6) PROPERTY OWNERS ASSOCIATION.

There may be, subsequent to the recording of this Agreement, the establishment of a Property Owner's Association (hereinafter "Association"), subject to the terms and conditions as hereinafter described.

1. Membership. Members shall be all persons or entities who are record owners of a fee or undivided interest in any Outparcel in the Project. Each Outparcel shall be entitled to one vote. The Developer shall be entitled to four (4) votes for each Outparcel they hold title to. When more than one person holds such interest or interests in any Outparcel, the vote for such Outparcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Outparcel, except with respect to the rights of the Developer. Developer, at any time, may add additional property within the SECOND NINE Parcel to this Association in Developer's sole discretion.

2. Association. The Association shall be a non-profit corporation charged with the duties and vested with the powers prescribed by law and set forth in Articles of Incorporation, Bylaws and this Declaration. Neither the Articles of Incorporation nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Agreement. In the event of any such inconsistency, the provisions of this Agreement shall prevail.

3. Duties of the Association. The Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Agreement, have the obligations, duties and functions (subject to the provisions of this Agreement), to do and perform each and every one of the following for the benefit of the owners and for the maintenance, administration and improvement of the development.

4. Assessments. The Association shall have the specific right to levy assessments on the owners of all Outparcels and to enforce payment of such assessments, all in accordance with the provisions of this Agreement. Provided, however, that neither the Developer, nor any Outparcel owned by the Developer, shall be subject to special or regular assessments.

5. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of any Outparcels in the Project and in particular for the improvement and maintenance of properties, services, and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed, or furnished, which are devoted to the purpose and related to the use and enjoyment of the Owners of any Outparcels situated within the Project, including, but not limited to:

A. Payment of operating expenses of the Association.

B. Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways.

C. Management, maintenance, improvement and beautification of parks, lakes, ponds, buffer strips, and facilities, if any.

D. Trash and rubbish removal but only when and to the extent specifically authorized by the Association.

E. Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association.

F. Maintenance of roads. To contract and pay for the maintenance and landscaping of all roadways or rights-of-way within the Project whether or not same have been dedicated to a governmental unit or public authority.

G. Maintenance of stormwater systems and drainage. To contract and pay for the maintenance and landscaping of all stormwater systems and drainage systems within the Project whether or not same have been dedicated to a governmental unit or public authority, to also include the right of the Association to perform all wetland mitigation and monitoring required by the South West Florida Water Management District, and all of its rules and regulations to which

the Project is subject. At all times, the Association shall keep on file all necessary permits, including, but not limited to, environmental resource permits.

H. Professional services. To contract and pay for, or otherwise provide for, any necessary services of architects, engineers, attorneys, certified public accountants, and such other professional and non-professional services as the Association deems necessary.

I. Maintenance and repair contracts. To contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all improvements of whatsoever kind and for whatever purpose, including, but not limited to, road repairs and maintenance, from time to time located upon or within the Project.

6. Rule Making. The Association shall make, establish, promulgate, amend or repeal any rules and regulations as may be deemed necessary by the Association.

7. Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Agreement, as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Agreement and the rules and regulations of the Association.

8. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Outparcel, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association:

A. The original assessments.

B. Annual assessments or charges.

C. Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereafter provided.

The original, annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge against an Outparcel and shall be a continuing lien upon the Outparcel against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the Owner of such Outparcel at the time when the assessment fell due.

The lien created by the above paragraph shall only be inferior and subordinate to any purchase money mortgage to the Developer or any mortgages executed in favor of an institutional lender by the Developer.

7) **CONSTRUCTION STANDARDS**. Any construction done, including, but not limited to, maintenance, repair, replacement or relocation of improvements by an Owner on a Outparcel of another Owner, including any work as contemplated by Section 3 or 4 above, or as otherwise permitted herein, shall be subject to and performed substantially in accordance with the following provisions:

a) It shall be the constructing Party's sole responsibility to comply with all applicable laws, ordinances, rules and regulations in its use and in its activities.

b) Construction and installation of any Improvements contemplated by or permitted hereunder, once commenced, shall proceed continuously and diligently until completion and such construction and installation shall be carried on in such a fashion so as not to unreasonably interfere with the use and maintenance of the other Party's Outparcel, or the Improvements located thereon. Following such construction the area of construction and any Improvements thereon, as well as the remainder of the non-constructing Party's Outparcel and any adjoining land disturbed or effected by the construction, shall be returned by the constructing Party, at its sole cost and expense, to substantially the same condition existing prior to said construction work unless otherwise agreed by the Parties. If the constructing Party fails to return the area of construction and any Improvements thereon to condition reasonably similar to the original condition or to some other condition otherwise agreed upon by the Parties, the non-constructing Party, after providing thirty (30) days advance written notice, shall have the right to do at the constructing Party's expense, whereupon the constructing Party shall immediately reimburse the non-constructing Party for all monies reasonably expended to do so.

c) The constructing Party hereby agrees to indemnify and hold the non-constructing Party harmless from any and all losses, claims, damages, expenses, liabilities, causes or action, judgments, litigation expenses (including reasonable attorneys' fees incurred at all trial and appellate levels) or other damages, other than damages caused by the non-constructing Party's own negligence or willful misconduct, incurred by the non-constructing Party as a result of construction activities of said Party, as provided herein.

d) The constructing Party shall furnish to the other Party, upon request, a true and correct copy of a full and complete waiver of lien in accordance with the provisions of Florida Construction Lien Law, as the same may be amended or supplemented form time to time, from any contractor or materialmen providing contracting services, labor or supplies with respect to the construction.

e) Prior to the commencement of any construction activities as provided herein, the constructing Party shall obtain, or require its contractor to obtain, and thereafter maintain so long as such construction is occurring, at least the minimum insurance coverage as set forth below:

i) Worker's Compensation – Statutory Limits;

ii) Employer's Liability – $500,000.00;

iii) Comprehensive and General Auto Liability with no special terms, conditions or exclusions, as follows:

(1) Bodily injury.....$1,000,000.00 per occurrence
(2) Property damage.....$1,000,000.00 per occurrence

The non-constructing Party shall be named as an additional insured with respect to such insurance, and such insurance shall not be canceled without at least thirty (30) days prior written notice to the non-constructing Party. If such insurance is canceled or expires then the constructing Party shall immediately stop all work until either the required insurance is reinstated or replacement insurance is obtained.

8) **SUPERIORITY OF AGREEMENT TERMS.** All easements, rights, restrictions and covenants specified in this Agreement and any subsequent amendment or modification thereof shall be superior to all leases, sales, conveyances, transfers, assignments, contracts and mortgages (except that any institutional mortgagee shall have no financial or other obligations under this Agreement

until such time as it acquires title to any Outparcel or any portion thereof) and other encumbrances and instruments in any way affecting the Outparcels, and any Party foreclosing any such mortgage, deed of trust, lien or encumbrance and all persons or entities acquiring title to any interest in title to such portion of a Outparcel that is subject to the easements, covenants and rights granted under this Agreement shall take title to said real property subject to the terms and provisions of this Agreement.

9) **REPRESENTATIONS AND WARRANTIES**: SECOND NINE represents and warrants that it is the owner of all of the Outparcels as of the date hereof, has full and complete authority to enter into this Agreement, and that upon the execution, delivery and recording of this Agreement in the public records of Marion County, Florida the obligations of SECOND NINE hereunder shall be valid and binding obligations upon SECOND NINE and any successors in title to the Outparcels or any portion thereof.

10) **COVENANTS RUN WITH LAND**. The easements, rights, obligations, restrictions, covenants and indemnities granted under the terms of this Agreement are appurtenant to the ownership of the Outparcels, respectively, and such grants of easements, rights, obligations, restrictions, covenants and indemnities shall run with the ownership of the Outparcels and shall be binding upon and inure to the benefit of the owners of the Outparcels, respectively, and their respective successors, assigns, grantees, tenants and personal representatives. Whenever an Owner is given any rights or obligations under this Agreement, the rights and obligations shall run to the Owner of each respective Outparcel, both now and in the future.

11) **GENERAL PROVISIONS**.

a) **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. To the fullest extent permitted by law, the parties hereto hereby (a) submit to the jurisdiction of the Florida and United States courts for the Florida judicial circuit and the federal district, respectively, in Marion County, Florida, for purposes of any legal action or proceeding bought under or in connection with this Agreement (b) agree that exclusive venue of any such action or proceeding may be laid in Marion County, Florida, and (c) waive any claim that the same is an inconvenient forum.

b) **Amendment.** The Developer reserves for itself, its successors and assigns, and shall have the right:

A. To amend this Agreement for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein.

B. To amend this Agreement in the Developers sole discretion, provided, however, that the Developer acknowledges the intent of any amendments being to improve the attractiveness and living conditions of the Project, and which do not lower standards of the Covenants and Restrictions herein contained.

C. Any amendment to this Agreement which alter the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

c) **Notices**. Any notice required or permitted hereunder, and all demands and request given or required to be given by any Party hereto to another Party, shall be in writing unless otherwise provided herein and shall be deemed given (i) when received, if personally delivered, or (ii) if sent by Federal Express (which term shall be deemed to include within it any other nationally recognized reputable form of overnight couriers) one (1) day after depositing with Federal Express, charges prepaid, before its deadline for next-day delivery, or (iii) if mailed, five (5) days after mailing if such notice has been delivered to the United States Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt.

i) If given to SECOND NINE, any notice hereunder shall be addressed and given as follows:

SECOND NINE PARTNERS, LLC
Attn: Mark A. Jank
1041 SE 69th Place
Ocala, FL 34480

ii) If given to the Owner of any Outparcel, any notice hereunder shall be addressed and given as follows:

To the address of such Owner as shown on the records of the Marion County Property Appraiser.

iii) Any Party hereto may change the address or addresses to which notice is to be sent by giving written notice of such change to the other Party in the manner provided herein.

d) **Severability**. All rights, power and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

e) **Section Headings**. The Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

f) **Time of Essence**. Time is of the essence with respect to this Agreement.

g) **Multiple Counterparts**. This Agreement may be executed in any number of multiple counterparts, each of which shall constitute a complete Agreement and all of which shall constitute the same agreement.

h) **Estoppel Certificate**. Each Party agrees that upon written request from time to time of any other Party, as often as is reasonable (but in no event more often than two (2) times per year), it will timely issue at no charge to a prospective mortgagee of such other Party or to a prospective purchaser or successor Party to such other Party, an estoppel certificate stating:

i) whether the Party to whom the request has been directed knows of any defaults by any Party under this Agreement, and if there are known defaults, specifying the nature thereof;

ii) whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, then stating the nature thereof);

iii) that to the best of the requested Party's knowledge this Agreement as of that date is in full force and effect; and

iv) that to the best of the requested Party's knowledge there are/are not any sums owed by any Party.

v) such statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based upon facts contrary to those asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement.

i) **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so in this Agreement.

j) **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Outparcels or of any Outparcel or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

k) **Agreement Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind or, otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.

l) **Perpetual Easements.** Those easements designated as being perpetual or as continuing beyond the term of this Agreement shall continue indefinitely and can be extinguished only by a written termination agreement signed by all the Parties, except as otherwise specifically stated herein.

m) **Enforcement**. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity. Failure by any Party to observe the covenants and agreements set forth herein shall not result in the termination of the rights granted under this Agreement, or in any manner curtail the use of any easements or rights granted herein, the remedy for such failure being limited to equitable relief and an action or actions for damages.

n) **Litigation**. In the event of any litigation arising out of this Agreement the prevailing Party shall be entitled to recover all reasonable costs and attorneys' fees incurred, whether or not such costs and attorneys' fees are incurred at the trial, appellate or post-judgment level of any litigation, or whether or not such costs and attorneys' fees are incurred with respect to any bankruptcy proceeding related hereto.

o) **Jury Waiver**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE,

TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. ALL PARTIES HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF THIS SECTION, WHICH CONCERNS THE WAIVER OF EACH PARTY'S RIGHT TO TRIAL BY JURY.

p) **Term of this Agreement.** This Agreement shall exist in perpetuity, unless and until this Agreement is terminated by a written termination agreement signed by all the parties to this Agreement or their successors. Upon termination of this Agreement, all rights, covenants and obligations arising hereunder shall terminate and have no further force and effect, provided, however, that this Agreement shall not limit or affect any remedy at law or in equity, that a Party may have against any other Party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination. Should the Association dissolve for any reason, the storm water management system shall be transferred to an agency or entity approved by the South West Florida Water Management District, and the South West Florida Water Management District shall have the right to take enforcement measures.

Notice. In the event an Owner, or their successors or assigns, default, fail to perform or fail to reimburse another Party as may be required by this Agreement, prior to otherwise seeking to enforce this Agreement, the non-defaulting Party shall notify any mortgagee of such defaulting Party of such default, failure to perform or failure to reimburse, and such mortgagee shall have an additional period of thirty (30) days from receipt of said notice to provide such reimbursement or otherwise cure the default or failure to perform.

IN WITNESS WHEREOF, the party hereto has executed this Agreement on the year and date first above stated.

SIGNATURE PAGE FOLLOWS

Signed and delivered in our presence as witnesses:

Carla McCray
Print Name: Carla McCray

Kimberly Roberts
Print Name: KIMBERLY ROBERTS

SECOND NINE PARTNERS, LLC, a Florida limited liability company

By: _____
Mark A. Jank, as Managing Member

STATE OF FLORIDA
COUNTY OF MARION

This instrument was acknowledged before me on May 20, 2016, by MARK A. JANK as Managing Member of SECOND NINE PARTNERS, LLC, a Florida limited liability company, who is personally known to me, on behalf of said limited liability company.

Audrey L. Bowers
Notary Public [Notary Seal]
My Commission Expires: 6/19/18

AUDREY L. BOWERS
Notary Public - State of Florida
My Comm. Expires Jun 16, 2018
Commission # FF 095053

EXHIBIT "A-1"
Legal Description
SECOND NINE Parcel

TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

EXHIBIT "A-2"
Project Legal Description

A PORTION OF TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "G". THENCE ALONG NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES) THE FOLLOWING THREE (3) COURSES, (1). N.61°52'28"W., 460.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,801.58 FEET, A CENTRAL ANGLE OF 05°13'06", AND A CHORD BEARING AND DISTANCE OF N.59°16'50"W., 528.21 FEET; (2). THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 528.39 FEET TO THE END OF SAID; (3). THENCE N.61°36'31"W., 33.86 FEET TO THE EASTERLY RIGHT OF WAY LINE OF N.W. 46TH TERRACE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID EASTERLY RIGHT OF WAY LINE, N.28°23'29"E., 272.56 FEET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 37°08'09", AND A CHORD BEARING AND DISTANCE OF N.09°49'25"E., 15.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 16.20 FEET TO THE END OF SAID CURVE; THENCE S.61°52'28"E., 522.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF N.73°07'32"E., 46.67 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.84 FEET TO A POINT OF TANGENCY; THENCE N.28°07'32"E., 122.00 FEET; THENCE S.61°52'28" E., 14.00 FEET; THENCE S.89°31'20"E., 192.61 FEET TO THE EASTERLY BOUNDARY OF AFORESAID TRACT "G"; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT "G", S.00°28'40"W., 593.66 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 7.11 ACRES, MORE OR LESS.

EXHIBITS "B-1" AND "B-2"

Plans for Project (to include legals of DRA, Access easement, and stormwater piping

SKETCH OF DESCRIPTION FOR:
SECOND NINE PARTNERS, LLC
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
CITY OF OCALA
"SHOPS AT FOXWOOD REPLAT"

DESCRIPTION: *(PROPOSED DRA)*

A PORTION OF TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "G". THENCE ALONG NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES) THE FOLLOWING THREE (3) COURSES, (1). N.61°52'28"W., 460.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,801.58 FEET, A CENTRAL ANGLE OF 05°13'06", AND A CHORD BEARING AND DISTANCE OF N.59°16'50"W., 528.21 FEET; (2). THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 528.39 FEET TO THE END OF SAID; (3). THENCE N.61°36'31"W., 33.86 FEET TO THE EASTERLY RIGHT OF WAY LINE OF N.W. 46TH TERRACE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID EASTERLY RIGHT OF WAY LINE, N.28°23'29"E., 272.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES, (1) N.28°23'29"E., 243.40 FEET; (2) THENCE N.00°18'01"W., 115.07 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.71°00'51" E., 358.98 FEET; THENCE S.28°07'32"W., 405.51 FEET; THENCE N.61°52'28"W., 300.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 08°58'51", AND A CHORD BEARING AND DISTANCE OF N.23°54'04"E., 3.91 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 3.92 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 2.70 ACRES, MORE OR LESS.

NOTES:

1. *DATE OF SKETCH: FEBRUARY 17, 2016.*
2. *SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.*
3. *UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.*
4. *PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.*
5. *BEARINGS ARE ASSUMED BASED ON THE EASTERLY BOUNDARY OF TRACT "G", OF SHOPS AT FOXWOOD, AS BEING S.00°28'40"W..*
6. *ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
7. *THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.*

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT + SURVEYING & MAPPING
PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
3120 NW SUITCHTON ROAD, OCALA, FLORIDA 34475

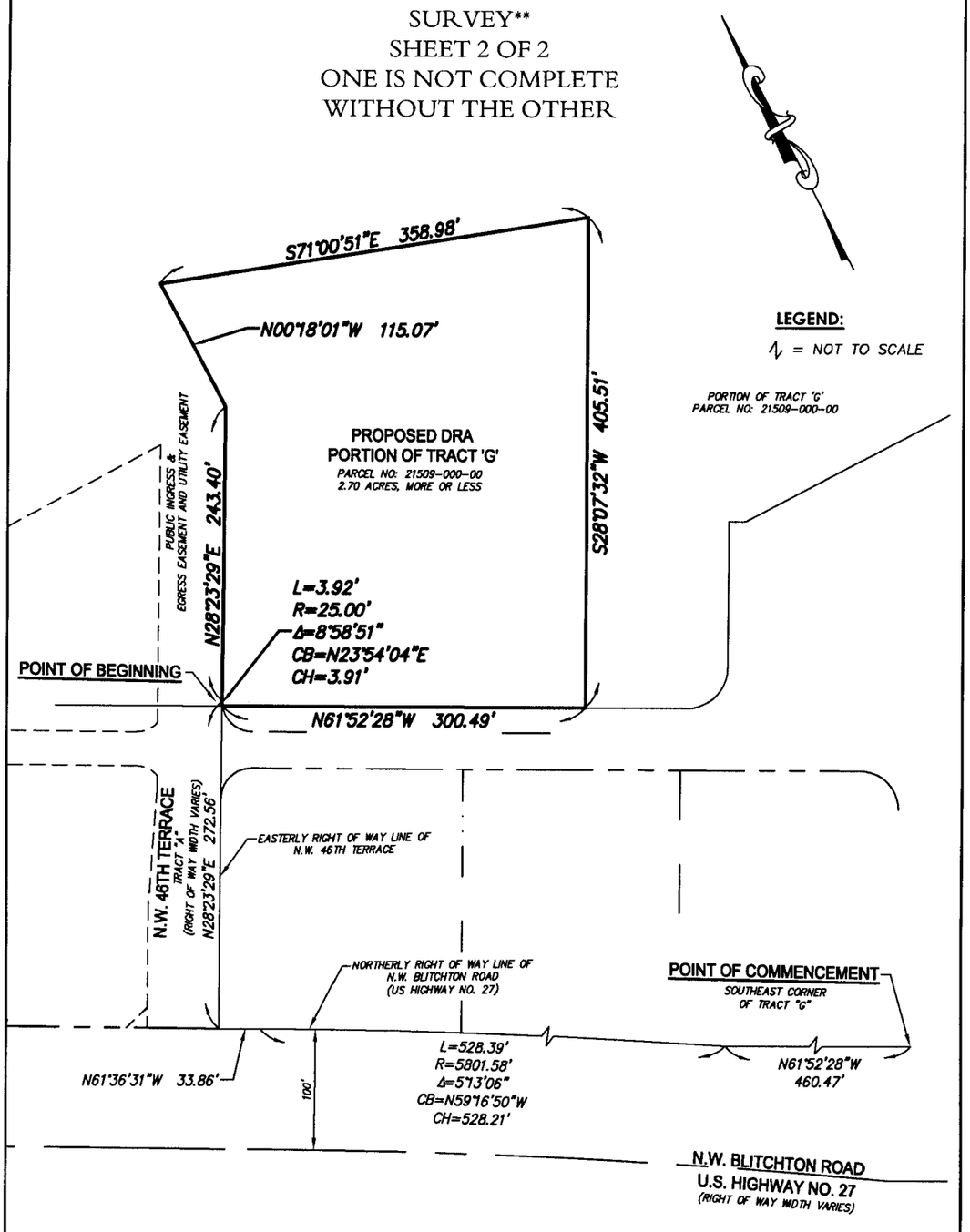
DRAWN:	C.J.H.	J.O.# 15176
REVISED:		DWG.# 15176SK DRA
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	
SCALE: 1" = 100'		COPYRIGHT © FEBRUARY, 2016

EXHIBIT B-1 1 of 2

SKETCH OF DESCRIPTION FOR:
SECOND NINE PARTNERS, LLC
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
CITY OF OCALA

"SHOPS AT FOXWOOD REPLAT"

NOTE: THIS IS NOT A SURVEY
SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER



JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 6071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
3128 NW BLITCHTON ROAD, OCALA, FLORIDA 34475

DRAWN:	C.J.H.	J.O.# 15176
REVISED:		DWG.# 15176SK DRA
CHECKED:	C.J.H.	SHEET 2 OF 2
APPROVED:	C.J.H.	
SCALE: 1" = 100'		COPYRIGHT © FEBRUARY, 2016

2 of 2

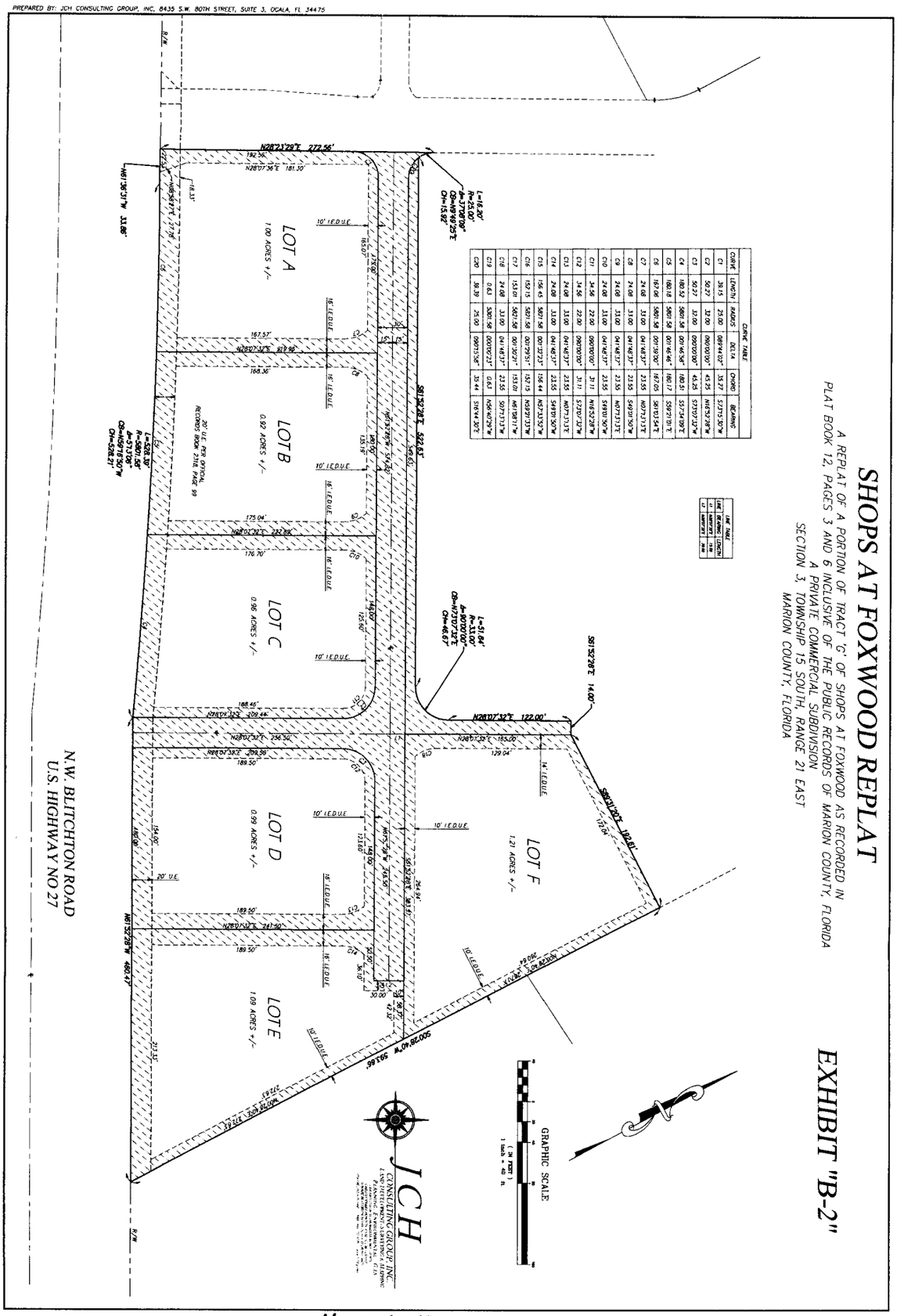


EXHIBIT B-2
1 of 3

SKETCH OF DESCRIPTION FOR:
SECOND NINE PARTNERS, LLC
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
CITY OF OCALA
"SHOPS AT FOXWOOD REPLAT"

DESCRIPTION:

A PORTION OF TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "G". THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT "G", N.00°28'40"E., 48.83 FEET TO THE POINT OF BEGINNING. SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 24°34'49", AND A CHORD BEARING AND DISTANCE OF N.49°35'04"W., 14.90 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.02 FEET TO THE END OF SAID CURVE; THENCE N.61°52'28"W., 213.88 FEET; THENCE N.28°07'32"E., 35.00 FEET; THENCE S.61°52'28"E., 14.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF S.16°52'28"E., 21.21 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.56 FEET TO THE END OF SAID CURVE; THENCE S.61°52'28"E., 155.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 70°16'22", AND A CHORD BEARING AND DISTANCE OF N.82°59'21"E., 28.78 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.66 FEET TO THE END OF SAID CURVE AND TO THE AFORESAID EASTERLY BOUNDARY OF TRACT "G"; THENCE ALONG SAID EASTERLY BOUNDARY, S.00°28'40"W., 44.85 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 0.11 ACRES, MORE OR LESS.

NOTES:

1. *DATE OF SKETCH: APRIL 18, 2016.*
2. *SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.*
3. *UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.*
4. *PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.*
5. *BEARINGS ARE ASSUMED BASED ON THE EASTERLY BOUNDARY OF TRACT "G", OF SHOPS AT FOXWOOD, AS BEING S.00°28'40"W..*
6. *ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
7. *THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.*

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
OF JCH CONSULTING GROUP, INC.

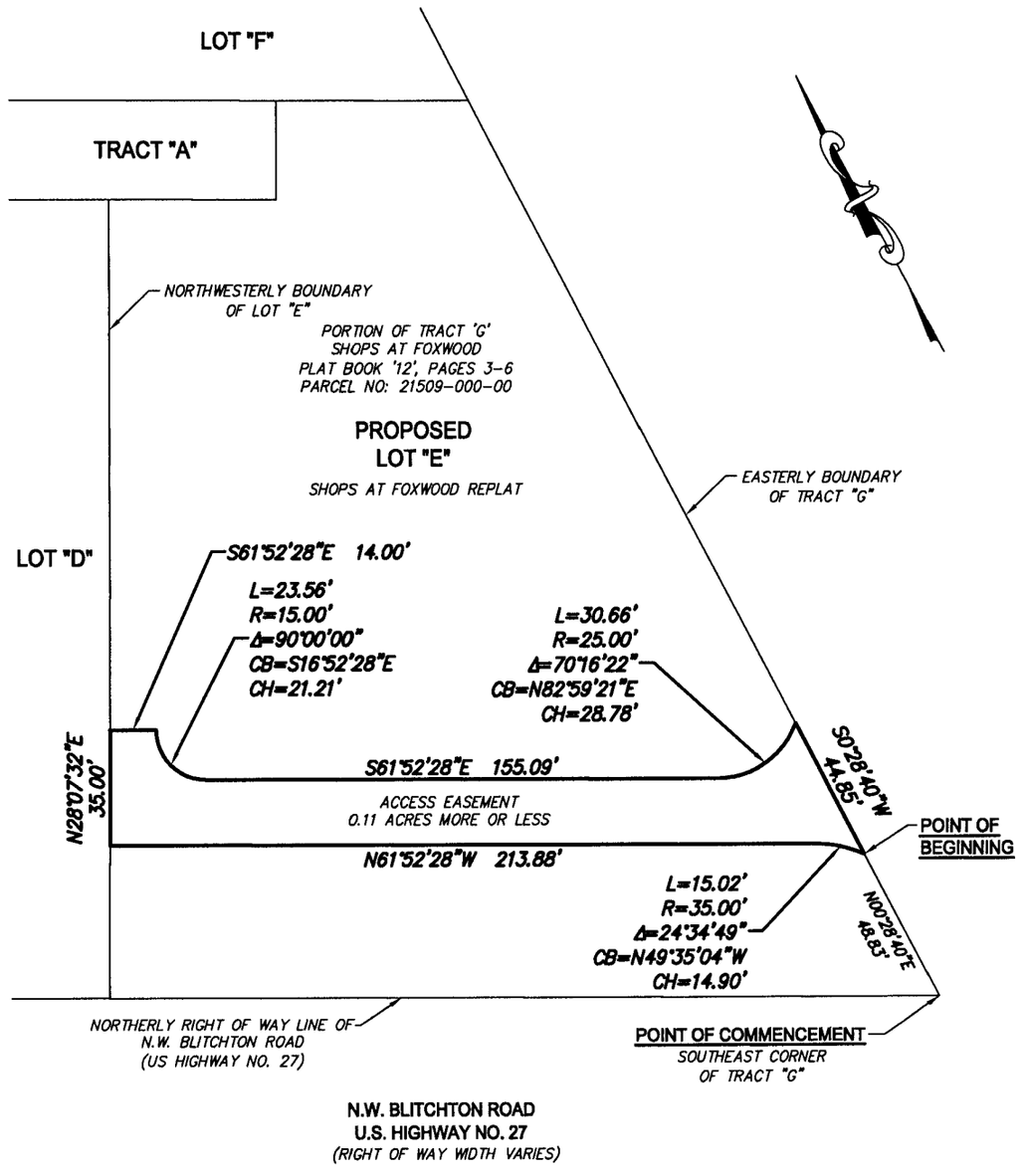
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
5128 NW ELTCHTON ROAD, OCALA, FLORIDA 34475

DRAWN:	C.J.H.	J.O.# 15176
REVISED:		DWG.# 15176SK ACCESS
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	ACCESS EASEMENT
SCALE: 1" = 40'		COPYRIGHT © APRIL, 2016

2 of 3

SKETCH OF DESCRIPTION FOR:
SECOND NINE PARTNERS, LLC
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
CITY OF OCALA
"SHOPS AT FOXWOOD REPLAT"



NOTE: THIS IS NOT A SURVEY
SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6165
3128 NW BLITCHTON ROAD, OCALA, FLORIDA 34475

DRAWN:	C.J.H.	J.O.# 15176
REVISED:		DWG.# 15176SK ACES
CHECKED:	C.J.H.	SHEET 2 OF 2
APPROVED:	C.J.H.	ACCESS EASEMENT
SCALE: 1" = 40'		COPYRIGHT © APRIL, 2016

3 of 3

SHOPS AT FOXWOOD REPLAT

PLAT BOOK 12, PAGE 161

SHEET 1 OF 3

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN
PLAT BOOK 12, PAGES 3 AND 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA
A PRIVATE COMMERCIAL SUBDIVISION
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

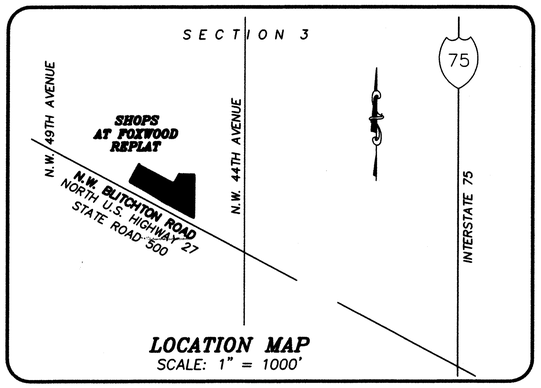
DESCRIPTION:

A PORTION OF TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "G". THENCE ALONG NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES) THE FOLLOWING THREE (3) COURSES, (1). N.61°52'28"W., 460.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,801.58 FEET, A CENTRAL ANGLE OF 05°13'06", AND A CHORD BEARING AND DISTANCE OF N.59°16'50"W., 528.21 FEET; (2). THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 528.39 FEET TO THE END OF SAID; (3). THENCE N.61°36'31"W., 33.86 FEET TO THE EASTERLY RIGHT OF WAY LINE OF N.W. 46TH TERRACE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID EASTERLY RIGHT OF WAY LINE, N.28°23'29"E., 272.56 FEET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 37°08'09", AND A CHORD BEARING AND DISTANCE OF N.09°49'25"E., 15.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 16.20 FEET TO THE END OF SAID CURVE; THENCE S.61°52'28"E., 522.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF N.73°07'32"E., 46.67 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.84 FEET TO A POINT OF TANGENCY; THENCE N.28°07'32"E., 122.00 FEET; THENCE S.61°52'28" E., 14.00 FEET; THENCE S.89°31'20"E., 192.61 FEET TO THE EASTERLY BOUNDARY OF AFORESAID TRACT "G"; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT "G", S.00°28'40"W., 593.66 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 7.11 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. ADVISORY NOTICE ~ ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12083C5040, MARION COUNTY, FLORIDA DATED AUGUST 28, 2008, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" – AN AREA OF MINIMAL FLOODING. THE FLOODING LIMITS HAVE BEEN IDENTIFIED HEREIN AS CURRENTLY ESTABLISHED AT THE TIME OF THE 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.
2. CURRENT ZONING IS B-2 (COMMUNITY BUSINESS), CURRENT LAND USE IS COMMERCIAL.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.00°28'40"W. ALONG THE BOUNDARY OF TRACT "G" OF THE SHOPS AT FOXWOOD.
4. ALL OF THE LAND DESCRIBED ON THIS PLAT IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
5. NO TRACT SHALL BE DIVIDED OR RESUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR UNTIL A REPLAT IS FILED WITH MARION COUNTY, FLORIDA, WHICH REPLAT COMPLIES WITH THE PROVISIONS OF THE LAND DEVELOPMENT CODE. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY, FLORIDA.
6. COUNTY OFFICIALS EMPLOYED BY THE COUNTY BUILDING AND ZONING DEPARTMENT, COUNTY ENVIRONMENTAL HEALTH DEPARTMENT AND THE COUNTY ENGINEERING DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS INCLUDED IN THIS PLAT FOR THE PURPOSES OF INSPECTING ANY AND ALL FACILITIES, STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS IN ORDER TO ASSURE THAT THE SAME ARE IN KEEPING WITH THE PUBLIC SAFETY, HEALTH AND GENERAL WELFARE.
8. ALL TRAFFIC SIGNS INCLUDING STREET NAME SIGNS ARE TO BE MAINTAINED BY THE ADMINISTRATOR AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1726 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
9. WHEREVER IN THIS PLAT REFERENCE IS MADE TO THE DEVELOPER'S "DESIGNATED SUCCESSORS AND ASSIGNS", SUCH REFERENCE SHALL MEAN AND REFER TO THOSE SUCCESSORS OR ASSIGNS OF THE DEVELOPER TO WHOM THE DEVELOPER HEREAFTER TRANSFERS IN WRITING A SPECIFIC RIGHT RESERVED TO THE DEVELOPER IN THIS PLAT, WHICH SAID WRITING MAKES SPECIFIC REFERENCE TO THE PLAT NOTE ON THIS PLAT THAT RESERVES TO THE DEVELOPER THE RIGHT BEING TRANSFERRED, AND WHICH SAID WRITING IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
10. THIS PLAT CONTAINS SIX (6) LOTS, TWO (2) TRACTS, AND 0.21 MILES OF ROAD.
11. ALL DISTANCES SHOWN HEREON ARE GROUND.
12. THIS PLAT IS 3 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR LEGAL DESCRIPTION AND DEVELOPER ACKNOWLEDGEMENTS & DEDICATION SEE SHEETS 1 & 2. FOR BOUNDARY DETAIL, AND LOT DIMENSIONS SEE SHEET 3.
13. PROPERTY IS LOCATED WITHIN THE SECONDARY ZONE OF THE SPRINGS PROTECTION ZONE.
14. WATER AND SEWER SERVICE ARE BEING PROVIDED BY THE CITY OF OCALA.
15. DRIVEWAY ACCESS TO ALL CORNER LOTS SHALL BE 50' OR 1/2 THE LOT WIDTH FROM PAVEMENT P.T., WHICHEVER IS LESS.
16. FIRE PROTECTION IN ACCORDANCE WITH THE MARION COUNTY L.D.C. WILL BE PROVIDED VIA THE CENTRAL POTABLE WATER SYSTEM FOR THIS PROJECT.
17. IF ANY PROVISION OF THIS PLAT IS INVALID OR UNENFORCEABLE, ALL PROVISIONS OF THIS PLAT OTHER THAN SUCH INVALID OR UNENFORCEABLE PROVISION SHALL CONTINUE IN FULL FORCE AND EFFECT. IF THE APPLICATION OF ANY PROVISION OF THIS PLAT TO ANY PARTICULAR PERSON OR CIRCUMSTANCE IS INVALID OR UNENFORCEABLE, ALL VALID AND ENFORCEABLE PROVISIONS OF THIS PLAT SHALL APPLY FULLY TO ALL PERSONS AND CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH SUCH APPLICATION IS INVALID OR UNENFORCEABLE.
18. THIS PLAT DEPICTS A SURVEY PERFORMED FOR THE SPECIFIC PURPOSE OF RECORDING A SUBDIVISION PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.
19. COUNTY OFFICIALS EMPLOYED BY THE COUNTY BUILDING AND ZONING DEPARTMENT, COUNTY ENVIRONMENTAL HEALTH DEPARTMENT, AND COUNTY ENGINEERING DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS INCLUDED IN THIS PLAT FOR THE PURPOSES OF INSPECTING ANY AND ALL FACILITIES, STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS IN ORDER TO ASSURE THAT THE SAME ARE IN KEEPING WITH THE PUBLIC SAFETY, HEALTH AND GENERAL WELFARE.
20. ALL UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER FACILITY.
21. UTILITY EASEMENTS ARE SHOWN BY DASHED LINES ON THE ATTACHED PLAT. ALL PUBLIC UTILITY COMPANIES AND GOVERNMENTAL AGENCIES ARE GRANTED THE RIGHT TO INSTALL AND MAINTAIN UTILITIES AND DRAINAGE FACILITIES IN THE EASEMENTS.
22. STATE PLANE COORDINATES BASED ON C.O.E.D. G.P.S. CONTROL POINTS 0009 AND 0010, NAD-83 (1990 ADJUSTMENT).
23. IMPROVEMENTS ASSOCIATED WITH THIS PLAT ARE DISCHARGED INTO LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6411, PAGE 1447, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
24. ALL LOTS SHALL USE SUBDIVISION'S INTERNAL ROADWAYS FOR VEHICLE/DRIVEWAY ACCESS. DIRECT VEHICLE/DRIVEWAY ACCESS THROUGH LOTS TO U.S. HIGHWAY 27 IS PROHIBITED.



LOCATION MAP
SCALE: 1" = 1000'

SHEET INDEX

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1	DESCRIPTION, SURVEYOR'S NOTES & CERTIFICATION, LOCATION MAP, COUNTY APPROVALS
2	DEVELOPERS' ACKNOWLEDGEMENT & DEDICATION, CONSENT OF MORTGAGEES, TITLE CERTIFICATE
3	STATE PLANE COORDINATES DETAIL OF PROPERTY ENCOMPASSING

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT · SURVEYING & MAPPING
PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
3128 NW BLITCHTON ROAD, OCALA, FLORIDA 34475
PHONE (352) 405-1462 FAX (888) 272-4335 www.JCHgc.com

CONCURRENCY NOTE:

THIS PROPOSED SUBDIVISION HAS NOT BEEN GRANTED CONCURRENCY APPROVAL AND/OR RESERVED ANY PUBLIC FACILITY CAPACITIES. FUTURE RIGHTS TO DEVELOP THE RESULTING 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/DRAINAGE PLAN REVIEW AND/OR BUILDING PERMIT REVIEW.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

APPROVAL OF COUNTY OFFICIALS: DEVELOPMENT REVIEW COMMITTEE:

BY: _____ COUNTY ENGINEERING
BY: _____ COUNTY FIRE SERVICES
BY: _____ COUNTY GROWTH SERVICES
BY: _____ COUNTY SURVEYOR
BY: _____ COUNTY UTILITIES
BY: _____ COUNTY BUILDING SAFETY

CERTIFICATE OF APPROVAL. THIS IS TO CERTIFY THAT ON THE 21ST DAY OF JUNE, 2016 THE FOREGOING PLAT WAS WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

BY: KATHY BRYANT, CHAIRMAN
PRINTED NAME
BOARD OF COUNTY COMMISSIONERS

BY: Kathy Bryant
SIGNATURE
KATHY BRYANT, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST: DAVID R. ELLSPERMANN
PRINTED NAME
CLERK OF THE CIRCUIT COURT

ATTEST: _____
SIGNATURE
DAVID R. ELLSPERMANN
CLERK OF THE CIRCUIT COURT

CLERK OF CIRCUIT COURT'S ACKNOWLEDGMENT:

I HEREBY CERTIFY THAT THE ATTACHED PLAT CONFORMS WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND THAT SAID PLAT WAS FILED FOR RECORD IN PLAT BOOK 12, AT PAGES 161-163 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AT 4:00 P.M.. ON THIS 21 DAY OF June, 2016.

BY: _____ 4:00 PM 6-21-16
DAVID R. ELLSPERMANN
CLERK OF THE CIRCUIT COURT

ASSESSMENT NOTIFICATION:

THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AS A CONDITION PRECEDENT TO THE ACCEPTANCE OF THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS, DOES HEREBY NOTIFY ALL PRESENT AND FUTURE OWNERS OF PROPERTY SHOWN ON THIS PLAT THAT THE LANDS INCLUDED IN THIS PLAT ARE SUBJECT TO SPECIAL ASSESSMENTS AS MAY BE PERMITTED BY LAW TO FINANCE COSTS INCURRED IN CONNECTION WITH THE MAINTENANCE, OPERATION AND CONSTRUCTION OF A CENTRAL WATER SYSTEM AND SEWER SYSTEM AND/OR TRAFFIC SAFETY IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO TURN LANES, BY-PASS LANES AND TRAFFIC SIGNALS WHEN, IN THE OPINION OF SAID BOARD OR OTHER GOVERNING BODY HAVING JURISDICTION, SUCH FACILITIES BECOME NECESSARY IN ORDER TO PROTECT THE ENVIRONMENT AND THE HEALTH, SAFETY AND WELFARE OF THE GENERAL PUBLIC.

Kathy Bryant
KATHY BRYANT, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 06/15/16
CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION
NO. LB 8071
3128 NW BLITCHTON ROAD
OCALA, FLORIDA 34475

PREPARED BY: JCH CONSULTING GROUP, INC. 8435 S.W. 80TH STREET, SUITE 3, OCALA, FL 34476

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES, AS A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY MARION COUNTY.

JOHN R. ARCHER JR. P.S.M. 5531 — 6/20/16

SHOPS AT FOXWOOD REPLAT

PLAT BOOK 12, PAGE 162

SHEET 2 OF 3

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN
PLAT BOOK 12, PAGES 3 AND 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA
A PRIVATE COMMERCIAL SUBDIVISION
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

SHEET INDEX

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2	DEVELOPERS' ACKNOWLEDGEMENT & DEDICATION, CONSENT OF MORTGAGEES, TITLE CERTIFICATE
3	STATE PLANE COORDINATES DETAIL OF PROPERTY ENCOMPASSING

DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT MARK A. JANK, MANAGER OF SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAVE CAUSED TO BE MADE THE PLAT OF "SHOPS AT FOXWOOD REPLAT", THE SAME BEING A SUBDIVISION OF LAND HEREON DESCRIBED; TRACTS "A" & "B" AND THE INGRESS, EGRESS, DRAINAGE AND UTILITY EASEMENTS DEPICTED HEREON, TOGETHER WITH ALL IMPROVEMENTS THEREON SHALL BE PRIVATE PROPERTY AND ARE HEREBY DEDICATED TO AND MAINTAINED BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST. 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 PRIVATE STREETS. 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. MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON STORMWATER AND DRAINAGE FACILITIES WITHIN THE SUBDIVISION 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 SUBDIVISION SHALL BE SUBJECT TO A PERPETUAL RIGHT OF WAY EASEMENT HEREIN GRANTED FOR INGRESS AND EGRESS BY SANITATION, POSTAL, FIRE, LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICES, MARION COUNTY, AND CITY OF OCALA UTILITY PERSONNEL, PROVIDING SERVICE TO THE SUBDIVISION; AND THAT THE UTILITY EASEMENTS NOTED OR DEPICTED HEREON ARE RESERVED EXCLUSIVELY FOR SUCH USES BY THE UTILITIES (MUNICIPAL, GOVERNMENTAL, AND PRIVATE), TO WHOM RIGHTS IN SUCH EASEMENTS SHALL BE GRANTED FROM TIME TO TIME BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST, AND THAT NO OTHER OBLIGATION IS IMPOSED UPON MARION COUNTY OR ANY OTHER PUBLIC BODY FOR IMPROVEMENT OR MAINTENANCE OF THE STORMWATER DRAINAGE FACILITIES OR EASEMENTS.

IN WITNESS WHEREOF THE SAID SECOND NINE PARTNERS, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED ON THIS 16TH DAY OF JUNE, 2016.

SECOND NINE PARTNERS, LLC

BY: _____
MARK A. JANK, MANAGER

WITNESS _____ SIGNATURE
Tim Stepper
PRINTED NAME

WITNESS _____ SIGNATURE
Amy C. Auvil
PRINTED NAME

NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME THIS DAY PERSONALLY APPEARED, MARK A. JANK, MANAGER OF SECOND NINE PARTNERS, LLC, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED HEREIN ✓ OR WHO PRODUCED IDENTIFICATION _____ AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT HE DID SO FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL THIS 16th DAY OF JUNE, 2016.

NOTARY PUBLIC _____
STATE OF FLORIDA

COMMISSION EXPIRES: JUNE 10, 2018

DEBORAH PETERS
MY COMMISSION # FF 131120
EXPIRES: June 10, 2018
Bonded Thru Notary Public Underwriters

TITLE CERTIFICATE:

I HAVE EXAMINED A REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY OF THE TITLE TO THE ABOVE DESCRIBED LANDS IN MARION COUNTY, FLORIDA. BASED UPON THIS EXAMINATION, I FIND THE FEE SIMPLE TITLE THERETO VESTED IN SECOND NINE PARTNERS, LLC,, A FLORIDA LIMITED LIABILITY COMPANY. SUBJECT, HOWEVER TO THE FOLLOWING:

1. THAT CERTAIN MORTGAGE FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO THE PARK AVENUE BANK, FILED OF RECORD 11/23/2005 IN BOOK 4253, PAGE 568; AMENDED AND RESTATED IN BOOK 4892, PAGE 1550, IN THE ORIGINAL PRINCIPAL AMOUNT OF $7,000,000.00, AS ASSIGNED TO GATEWAY BANK OF CENTRAL FLORIDA BY DOCUMENT RECORDED IN BOOK 4892, PAGE 1547, AND THE TERMS AND CONDITIONS THEREOF. SAID MORTGAGE HAS BEEN MODIFIED BY INSTRUMENT(S) RECORDED IN BOOK 5455, PAGE 681; AND BOOK 5488, PAGE 1226; AND IN BOOK 5872, PAGE 215.
2. ASSIGNMENT OF RENTS AND LEASES FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO THE PARK AVENUE BANK, FILED OF RECORD 11/23/2005 IN BOOK 4253, PAGE 587; ASSIGNED IN BOOK 4892, PAGE 1547.
3. UCC-1 (FINANCING STATEMENT) RECORDED 11/23/2005 IN BOOK 4253, PAGE 597; ASSIGNED IN BOOK 4892, PAGE 1547.
4. ASSIGNMENT OF RENTS AND LEASES FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO GATEWAY BANK OF CENTRAL FLORIDA, FILED OF RECORD 09/20/2007 IN BOOK 4892, PAGE 1565.
5. UCC-1 (FINANCING STATEMENT) RECORDED 09/20/2007 IN BOOK 4892, PAGE 1570.
6. SECOND MORTGAGE DEED FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO GATEWAY BANK OF CENTRAL FLORIDA, FILED OF RECORD 1/8/2016 IN BOOK 6329, PAGE 331.
7. COLLATERAL ASSIGNMENT OF LEASES, RENTS AND PROFITS FROM SECOND NINE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO GATEWAY BANK OF CENTRAL FLORIDA, FILED OF RECORD 1/8/2016 IN BOOK 6329, PAGE 346.
8. UCC-1 (FINANCING STATEMENT) RECORDED 1/8/2016 IN BOOK 6329, PAGE 351.
9. NOTICE OF COMMENCEMENT RECORDED 1/22/2016 IN BOOK 6335, PAGE 114.
10. EASEMENT RECORDED IN BOOK 1399, PAGE 129.
11. EASEMENT FOR SANITARY SEWER, RECORDED IN BOOK 2318, PAGE 99.
12. EASEMENT AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2144, PAGE 704.
13. MODIFICATION OF EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2681, PAGE 1554.
14. EASEMENT AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 3567, PAGE 417.
15. STORMWATER DRAINAGE EASEMENT AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 3567, PAGE 423, FIRST AMENDMENT IN BOOK 3882, PAGE 1812.
16. EASEMENT FOR INGRESS AND EGRESS, RECORDED IN BOOK 3854, PAGE 1618.
17. EASEMENT FOR INGRESS AND EGRESS AND UTILITIES, RECORDED IN BOOK 3854, PAGE 1610.
18. EASEMENT RECORDED IN BOOK 2719, PAGE 99, CORRECTED IN BOOK 3854, PAGE 1601.
19. MATTERS APPEARING ON THE PLAT RECORDED IN PLAT BOOK 12, PAGE(S) 3, INCLUDING, BUT NOT LIMITED TO, ANY BUILDING SETBACK LINES AND/OR EASEMENTS LYING WITHIN THE LOT(S) DESCRIBED IN EXHIBIT "A".
20. EASEMENT FOR DRAINAGE, RECORDED IN BOOK 4364, PAGE 1250.
21. ANNEXATION AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 5195, PAGE 673.
22. TERMS AND CONDITIONS OF RECIPROCAL EASEMENT AND CONSTRUCTION AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 5240, PAGE 1685.
23. ALL OF THE TERMS AND PROVISIONS SET FORTH AND CONTAINED IN THAT CERTAIN LEASE BETWEEN PUBLIX SUPER MARKETS, INC., LESSOR, AND SHOPS AT FOXWOOD LLC, LESSEE, A MEMORANDUM OF WHICH IS RECORDED IN BOOK 5240, PAGE 1707; FIRST AMENDMENT IN BOOK 5625, PAGE 657.
24. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, INCLUDING ANY AMENDMENTS OR MODIFICATIONS THERETO, WHICH CONTAINS PROVISIONS FOR A PRIVATE CHARGE OR ASSESSMENTS, RECORDED IN BOOK 5240, PAGE 1726, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C).
25. COVENANT RUNNING WITH THE LAND RECORDED IN BOOK 5377, PAGE 1030, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C).

BY: R. WILLIAM FUTCH, P.A.

_____
R. WILLIAM FUTCH, ESQ.

CONSENT OF MORTGAGEE:

KNOW ALL MEN BY THESE PRESENTS: THAT GATEWAY BANK OF CENTRAL FLORIDA, THE OWNER AND HOLDER OF THAT CERTAIN MORTGAGE DATED NOVEMBER 23, 2005, AND RECORDED IN OFFICIAL RECORDS BOOK 4253, PAGE 568 AND ASSIGNED ON SEPTEMBER 14, 2007 IN OFFICIAL RECORDS BOOK 4892, PAGE 1547 AND AMENDED ON SEPTEMBER 14, 2007 IN OFFICIAL RECORDS BOOK 4892, PAGE 1550, AND A COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT WITH ACKNOWLEDGMENT AND CONSENT DATED AUGUST 17, 2009 RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 1799. SECOND MORTGAGE DATED JANUARY 08, 2016, RECORDED IN OFFICIAL RECORDS BOOK 6329, PAGE 331. ALL IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ENCUMBERING THE PROPERTY DESCRIBED HEREON, DOES CONSENT TO THIS PLAT AND JOINS IN THE DEDICATION HEREON.

IN WITNESS WHEREOF SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS CORPORATE NAME AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS PRESIDENT ALL BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATION ON THIS 16 DAY OF JUNE, 2016.

GATEWAY BANK OF CENTRAL FLORIDA

BY: _____
RUSSELL S. BRANSON, PRESIDENT

WITNESS _____ SIGNATURE
J. A. MUSLEH
PRINTED NAME

WITNESS _____ SIGNATURE
KATHLEEN DAVIS
PRINTED NAME

NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME THIS DAY PERSONALLY APPEARED, RUSSELL S. BRANSON AS PRESIDENT OF GATEWAY BANK OF CENTRAL FLORIDA WELL KNOWN TO BE THE PERSON DESCRIBED HEREIN _____ OR WHO PRODUCED IDENTIFICATION _____ AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT HE DID SO AS AN OFFICER OF THE FOREGOING CORPORATION ALL BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATION.

WITNESS MY HAND AND SEAL THIS 16 DAY OF June, 2016.

NOTARY PUBLIC _____
STATE OF FLORIDA

CATHA GENT
Commission # FF 935424
Expires November 11, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 06/15/16
CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION
NO. LB 8071
3128 NW BLITCHTON ROAD
OCALA, FLORIDA 34475

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PHONE: (352) 405-1402 FAX: (888) 272-4335 www.JCHcg.com

PREPARED BY: JCH CONSULTING GROUP, INC., 8435 S.W. 80TH STREET, SUITE 3, OCALA, FL 34475

SHOPS AT FOXWOOD REPLAT

PLAT BOOK 12, PAGE 163

SHEET 3 OF 3

A REPLAT OF A PORTION OF TRACT 'G' OF SHOPS AT FOXWOOD AS RECORDED IN PLAT BOOK 12, PAGES 3 AND 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA
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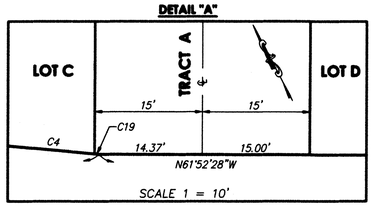
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	39.15	25.00	089°44'02"	35.27	S73°15'30"W
C2	50.27	32.00	090°00'00"	45.25	N16°52'28"W
C3	50.27	32.00	090°00'00"	45.25	S73°07'32"W
C4	180.52	5801.58	001°46'58"	180.51	S57°34'09"E
C5	180.18	5801.58	001°46'46"	180.17	S59°21'01"E
C6	167.06	5801.58	001°39'00"	167.05	S61°03'54"E
C7	24.08	33.00	041°48'37"	23.55	N07°13'13"E
C8	24.08	33.00	041°48'37"	23.55	S49°01'50"W
C9	24.08	33.00	041°48'37"	23.55	N07°13'13"E
C10	24.08	33.00	041°48'37"	23.55	S49°01'50"W
C11	34.56	22.00	090°00'00"	31.11	N16°52'28"W
C12	34.56	22.00	090°00'00"	31.11	S73°07'32"W
C13	24.08	33.00	041°48'37"	23.55	N07°13'13"E
C14	24.08	33.00	041°48'37"	23.55	S49°01'50"W
C15	156.45	5821.58	001°32'23"	156.44	N57°33'52"W
C16	152.15	5821.58	001°29'51"	152.15	N59°21'33"W
C17	153.01	5821.58	001°30'21"	153.01	N61°08'11"W
C18	24.08	33.00	041°48'37"	23.55	S07°13'13"W
C19	0.63	5801.58	000°00'23"	0.63	N56°40'29"W
C20	39.39	25.00	090°15'58"	35.44	S16°44'30"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N28°07'32"E	15.00
L2	N28°07'32"E	30.00

DETAIL "A"



SCALE 1 = 10'

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS 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.

BY: _____ 06/15/16

CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION
NO. LB 8071
3128 NW BLITCHTON ROAD
OCALA, FLORIDA 34475

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

LEGEND UNLESS OTHERWISE NOTED

- ℄ = CENTERLINE OF RIGHT-OF-WAY
- ⊡ = PERMANENT REFERENCE MONUMENT SET 4" x 4" CONCRETE MONUMENT (LB 8071)
- ◉ = PERMANENT CONTROL POINT FOUND NAIL & DISK NO. LB 8071
- ● = SET 5/8" IRON ROD & CAP NO. LB 8071
- +/- = MORE OR LESS
- R/W = RIGHT OF WAY
- I.E.D.U.E. = INGRESS, EGRESS, DRAINAGE, AND UTILITY EASEMENT
- U.E. = UTILITY EASEMENT

PORTION OF PARCEL NO: 21509-000-00
ZONING: B-2 COMMUNITY BUSINESS
LAND USE: COMMERCIAL

TRACT "G"
SHOPS AT FOXWOOD
PLAT BOOK "12", PAGES 3-6

PARCEL NO: 21517-000-00
ZONING: B-2 COMMUNITY BUSINESS
LAND USE: COMMERCIAL

LOT 2
MARKETPLACE OF OCALA
PLAT BOOK "7", PAGES 81 & 82

PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS & EGRESS OVER AND ACROSS PARKING, DRIVEWAYS AND SIDEWALKS PER OFFICIAL RECORDS BOOK 2144, PAGE 704 AND MODIFIED IN OFFICIAL RECORDS BOOK 2681, PAGE 1554

N.W. 46TH TERRACE
PUBLIC INGRESS & EGRESS EASEMENT AND UTILITY EASEMENT
TRACT "A"
PER SHOPS AT FOXWOOD
PER PLAT BOOK 12, PAGES 3-6

TRACT A — 1.00 ACRES +/- — **LOT A**
TRACT B — 0.92 ACRES +/- — **LOT B**
0.96 ACRES +/- — **LOT C**
1.21 ACRES +/- — **LOT F**
0.99 ACRES +/- — **LOT D**
1.09 ACRES +/- — **LOT E**

N 1774190.200
E 592924.932
N 1774174.512
E 592922.216
L=16.20'
R=25.00'
Δ=37°08'09"
CB=N9°49'25"E
CH=15.92'
S61°52'28"E 522.63'
549.63'
N61°52'28"W 574.82'
N61°52'28"W 245.50'
N 1774041.078
E 593690.255
S89°31'20"E 192.61'
172.04'
N 1774042.684
E 593497.651
S61°52'28"E 14.00'
N 1774049.283
E 593485.304
N00°28'40"E 281.17'
260.64'
N00°28'40"W 593.66'
N 1773941.689
E 593427.793
L=51.84'
R=33.00'
Δ=90°00'00"
CB=N73°07'32"E
CH=46.67'
N 1773928.142
E 593383.133
N28°07'32"E 122.00'
129.04'
165.00'
264.94'
303.87'
58.37'
42.32'
30.00'
50.50'
36.10'
272.63'
306.90'
N28°23'29"E 272.56'
192.56'
181.80'
N28°07'36"E
167.57'
219.96'
168.36'
173.04'
227.89'
176.70'
188.46'
209.44'
256.50'
209.50'
189.50'
241.50'
N 1773950.427
E 592795.334
N 1773934.327
E 592825.120
N61°36'31"W 33.86'
N08°58'27"E 27.78'
22.53'
18.33'
N 1773664.500
E 593279.211
SEE DETAIL "A"
N 1773447.434
E 593685.306
N61°52'28"W 460.47'
154.00'
180.00'
213.33'
251.10'
100'
100'

EASTERLY RIGHT OF WAY LINE OF N.W. 46TH TERRACE

20' U.E. PER OFFICIAL RECORDS BOOK 2318, PAGE 99

EASTERLY BOUNDARY OF TRACT "G" SHOPS AT FOXWOOD PLAT BOOK "12", PAGES 3-6

POINT OF BEGINNING
SOUTHEAST CORNER OF TRACT "G" SHOPS AT FOXWOOD PLAT BOOK "12", PAGES 3-6

NORTHERLY RIGHT OF WAY LINE OF N.W. BLITCHTON ROAD (US HIGHWAY NO. 27)

N.W. BLITCHTON ROAD
U.S. HIGHWAY NO. 27
(RIGHT OF WAY WIDTH VARIES)

20' SETBACK | 25' SETBACK | 40' SETBACK | 55' SETBACK | 15' SETBACK | 10' I.E.D.U.E. | 16' I.E.D.U.E. | 14' I.E.D.U.E. | 20' U.E. | 25' TYPE C BUFFER

PREPARED BY: JCH CONSULTING GROUP, INC. 8435 S.W. 80TH STREET, SUITE 3, OCALA, FL 34475

File #: 2024-1657 Agenda Item #: g.

Ami DiLorenzo and Robert Cole / ZON24-45670

Petitioner: Ami DiLorenzo and Robert Cole
Agent: Rebecca Lorenz
Planner: Emily Johnson 352-629-8313
ewjohnson@ocalafl.gov

A request to rezone from R-2, Two-Family Residential, to RO, Residential-Office, for property located at 406 SE 8th Street (Parcel 2820-101-004), approximately 0.31 acres.

Recommended Action: Approval

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, August 6, 2024,** City Council meeting and second and final hearing at the **Tuesday, August 20, 2024** City Council meeting.

Submitted By: Ngozi Ajufo

Presentation By: Emily Johnson

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Introduce Ordinance 2024-XX to rezone approximately 0.31 acres of property located at 406 Southeast 8th Street (Parcel 2820-101-004) from R-2, Two-family, to RO, Residential Office (Case ZON24-45670) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner: Ami DiLorenzo and Robert Cole
- Property Owner: Ami DiLorenzo and Robert Cole
- Agent: Rebecca Lorenz

As a result of a pre-application conversation with staff, a rezoning request was made to permit the use of a hairstyling shop on the subject property pursuant to section 122-373(3)(f). The properties to the east and west are zoned RO, Residential Office; these properties are doing business as Think Technologies Group and Bello Midlevel Primary Care & Wellness Center, respectively. The property to the north is Eight Street Elementary School, zoned INST, Institutional. The subject property meets the minimum frontage requirement of 100-feet, the minimum lot area requirement of 12,500 square feet, and the maximum building coverage requirement of 30 percent.

The existing R-2, Two-family zoning classification and the proposed zoning classification RO, Residential Office both allow similar residential uses; however, R-2 does not allow hairstyling shops. A site plan will be required to ensure consistency with the land development regulations and article IV of the City's Code of Ordinance with regards to parking spaces and ADA accessibility pursuant to Section 122-378 of Ocala City of Ordinance.

FINDINGS AND CONCLUSIONS: The requested RO, Residential Office, zoning district is consistent with the existing Neighborhood future land use classification, pursuant to section 122-244 of the Ocala Code of Ordinances, and will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community. Any substantial site alteration to the subject properties will be subject to a site plan review. The proposed zoning is compatible with the surrounding area.

Staff recommends approval.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Deny
- Table

ORDINANCE 2024-XX

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM R-2, TWO-FAMILY, TO RO, RESIDENTIAL OFFICE, FOR THE PROPERTIES LOCATED AT 406 SOUTH EAST 8TH STREET (PARCELS 2820-101-004), APPROXIMATELY 0.31 ACRES (CASE NO. ZON24-45670); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The following described lands are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as RO, Residential Office:

COMMENCING 218 FEET EAST OF THE NORTHWEST CORNER OF BLOCK A, OF CALDWELL'S ADDITION TO THE CITY OF OCALA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK E, PAGE 4, PUBLIC RECORDS MARION COUNTY, FLORIDA, A SUBDIVISION OF THE ALVAREZ GRANT, THENCE SOUTH 127.5 FEET, EAST 105 FEET, NORTH 127.5 FEET, AND WEST 105 FEET TO THE POINT OF BEGINNING.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from R-2, Two-family, to RO Residential Office, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

ATTEST: **CITY OF OCALA**

By: _____ By: _____
Angel B. Jacobs Barry Mansfield
City Clerk President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2024.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2024-XX
Introduced: 8/6/2024
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

Staff Report

Case No. ZON24-45670
Planning & Zoning Commission: July 8, 2024
City Council (1st Reading): August 6, 2024
City Council (Adoption): August 20, 2024

Petitioner: Ami DiLorenzo and Robert Cole

Property Owner: Ami DiLorenzo and Robert Cole

Agent: Rebecca Lorenz

Project Planner: Ngozi Ajufo, Planner I

Applicant Request: from: R-2, Two-Family Residential
to: RO, Residential Office

Rezone the subject property from R-2, Two-Family Residential, to RO, Residential Office.

Future Land Use: Neighborhood

Parcel Information

Acres: ±0.31 acres

Parcel(s)#: 2820-101-004

Location: 406 Southeast 8th Street

Existing use: Single-Family Residence

Overlay(s): Opportunity Zone

Adjacent Property Information

Direction	Future Land Use	Zoning District	Current Use
North	Neighborhood	Institution	Eighth Street Elementary School
East	Neighborhood	RO, Residential Office	Bello Midlevel Primary Care & Wellness Center
South	Neighborhood	R-2, Two-Family Residential	Single-Family Residence
West	Neighborhood	R-2, Two-Family Residential RO, Residential Office	Single-Family Residence Professional Business - Think Technologies Group

Background

The applicant has submitted this request to change the zoning on the property to allow for the ability to convert the existing single-family residence to a professional office. The subject property, identified by Parcel Number 2820-101-004, contains an approximate 0.31 acres, and is generally located at the southeast corner of the intersection SE Watula Avenue and SE 8th Street. The property is directly located south of the Ocala historic district. The property is located within the Opportunity zone overlay district with future land use designation neighborhood based on the Comprehensive Plan. The property does not meet the minimum 30,000-square-feet lot size requirement for rezoning per section 122-133(b)(1), however it does meet the exception for section 122-133(b)(2) which allows for the processing of the rezoning application.

The subject property is located in Caldwells Addition Subdivision and is developed with 1,240 square foot single-family residence, constructed in 1928. In 2015, a previous property owner applied for a Preliminary Inspection Request to understand what renovations would be necessary prior to applying for a rezoning to RO.

The notable development around the corridor is the Lamplighter Legacy Apartment which is 300 feet west of the subject property. The intersection at Southeast 8th Street and 3rd Avenue was previously a signalized intersection but was converted to a four-way stop intersection as it did not meet the threshold for signalization.

Existing and Proposed Development Standards

	Future Land Use	Zoning District	Intent and Purpose	Minimum Lot Area (square feet)	Maximum Building Height (feet)
Existing	Neighborhood	R-2, Two-Family Residential District	The two-family residential (R-2) district is intended to be of similar residential character to the single-family districts, but also permits two-family dwellings and two dwellings on one lot. Section 122-331.	7,000	35
Proposed	Neighborhood	RO, Residential Office District	The residential office (RO) district is intended primarily for professional and business offices. Development shall be subject to the limitations of section 122-375; however, overnight parking of business vehicles shall be	12,500	35

			restricted to automobiles and trucks of three-fourths ton or less. Section 122-372.		
Neighborhood, future land use permits a maximum density of 5 units per acre for single-family and up to 12 units per acre for multifamily with 0.25 floor area ratio (FAR)					

Staff Analysis

The subject property is surrounded by RO, Residential Office, on the east (Think Technologies Group) and west (Bello Midlevel Primary Care & Wellness Center). The property to the north is Eighth Street Elementary School, and zoned Institutional. This area is characterized by a mixture of single-family dwellings to the south, professional and business office uses to the east, wellness center/medical office to the west and Marion County School board to the north. The subject property meets the minimum frontage requirement of 100-feet, and the minimum lot area requirement of 12,500 square feet and the maximum building coverage requirement of 30 percent as required by section 122-286.

The existing R-2, Two-Family, zoning classification and the proposed zoning classification RO, Residential Office, both allow for similar residential uses; however, the existing R-2 zoning does not allow for any commercial uses. A hairstyling shop is a permitted principal use in RO, pursuant to Section 122-373(3)(f). A hairstyling shop is defined in Section 122-3 as "an establishment engaged in furnishing hairstyling and related services to both male and female clients. These establishments are commonly known as barbershops and beauty shops. Related services may include manicure, pedicure, facial, hair removal or massage therapy services administered by a state licensed professional." As the property has not previously been utilized for commercial uses, interior renovations will be required through a building permit process. A site plan would be required for administrative review and must be consistent with article IV of the City's Code of Ordinance with regards to parking spaces and ADA accessibility pursuant to Section 122-378 of Ocala City of Ordinance; other applicable land development regulations also will apply.

The RO, Residential Office, zoning district is consistent with the existing neighborhood future land use classification, pursuant to section 122-244 of the Ocala Code of Ordinances. Adequate public facilities exist to service the existing development. Any substantial site alteration to the subject properties will be subject to a site plan review. The proposed zoning is compatible with the surrounding area.

Factual Support

1. The requested rezoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

    a. Policy 6.4: Neighborhood The intent of the neighborhood category is to identify and reserve predominantly residential and ancillary uses. Existing street pattern, tree canopy cover, character, and residential occupancy shall be considered when designating areas with the neighborhood category. The form of buildings and development may be regulated by a Corridor Overlay. Residential is the primary use. Single family use is allowed based on Land Development Code, up to the maximum density permitted by the Comprehensive Plan. Multifamily uses shall be reviewed through the development process to determine

compatibility, with specific approval criteria being further defined in the Land Development Code.

b. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
   i. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.

c. Objective 14: The City shall continue existing regulations or adopt new regulations to ensure that development is consistent with the Future Land Use Map and are compatible with neighboring development, available services and facilities, and topography and soil conditions.

2. The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

   a. Section 122-133(b)(2): The application requests to rezone parcel to the same zone zoning classification as an adjoining parcel not separated by a right-of-way for a street, a street, or a drainage retention area.
   b. Section 122-244 - *District criteria:* Zoning districts allowed under each land use classification.

Neighborhood	R-1, R-1A, R-1AA, R-2, R-3, RZL, RBH-1, RBH-2, RBH-3, OH, RO, B-1, B-1A, G-U, INST, A-1, PD, FBC

   c. Section 122-371: The residential-office (RO) district is intended primarily for professional and business office uses that are not incompatible with adjacent residential zones. This district shall allow one- and two-family dwellings and professional and business offices.

3. Approval of this request will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

Staff Recommendation:	***Approval***

Level of Service Impact Analysis

Transportation: The subject property has approximately 104-feet of frontage along SE 8th Street which is approximately .04 miles east of the intersection of SE 8th Avenue and SE 3rd Avenue. The congestion management data from the Ocala-Marion TPO for the affected roadway is provided below. Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review.

Road/Street Name	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2021 AADT	Existing LOS
SE 8th Street	2	30 MPH	Collector	E	11,232	6,500	C

Electric: The subject property is in the Ocala Electric service territory.

Internet: Service is available. A City fiber optic cable runs along NE 8th Road in front of the subject property.

Potable Water: Service is available. A City water main runs along SE 8th Street in front of the property. Connections will be determined during the site plan or subdivision review and approval process.

Sanitary Sewer: Service is available. A City gravity main runs along SE 8th Street in front of the property. Connections will be determined during the site plan or subdivision review and approval process.

Stormwater: The subject property is not located within a FEMA Flood Zone. For any future development, runoff must be retained on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-hour storm event.

Solid Waste: Service is available.

Fire Service: Ocala Fire Rescue Station #3 is located approximately .9 miles from the subject property at 406 SE 8th Street.

Schools: This rezoning is not anticipated to affect any school district.

Permitted Uses Table:

Permitted Use Type	R-2 Two-Family Residential Zoning District	RO, Residential Office Zoning District
Residential Operation	• Community residential home • Home Occupation • Residence-gallery* • Residence-office* Rooming/boarding house*	• Residence-gallery* • Residence-office* • Rooming/boarding house*
Residential Type	• Single-Family dwelling • Two-Family dwelling	• Single-family dwelling • Two-family dwelling
Business Service	• Parking lot*	None Permitted
Office Use	None Permitted	• Professional and business office use •
Personal Service	None Permitted	• Hair stylist shop
Vehicular Service		
Community Service	• Church/place of worship* • Day care facility*	None permitted
Public Use	• Park/open space area*	None permitted
Health Care Use	• Assisted Living*	• Medical and dental office on major and minor arterials • Medical and dental office on local and collector streets*

*****Permitted by Special Exception

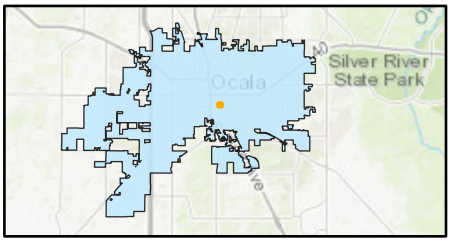
AERIAL MAP

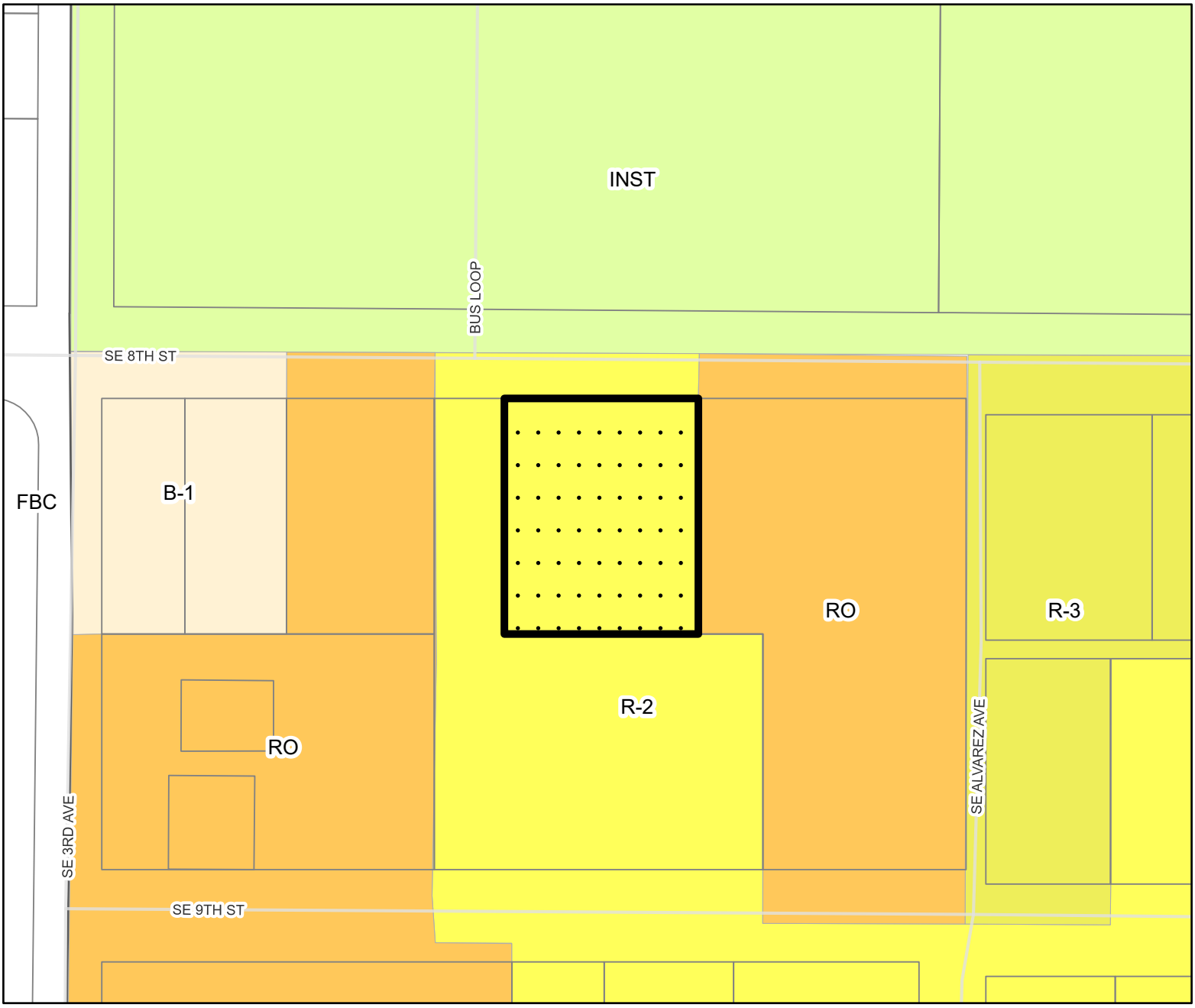
P&Z Meeting: July 8, 2024

Case Number: ZON24-45670
Parcel: 2820-101-004

Property Size: Approximately 0.31 acres
Land Use Designation: Neighborhood
Zoning: R-2, Two-Family Residential
Proposal: A request to rezone from R-2, Two-Family Residential to RO, Residential Office

Location Map





Subject Property
Parcels
City Limits
B-1:Neighborhood Business
INST:Institutional
R-2:Two-Family Residential
R-3:Multi-Family Residen
RO:Residential Office
FBC:Form Based Code

0 200 Feet

N

OCALA

Prepared by the City o
Growth Management Depa
by kwirthlin on 6/20/2024

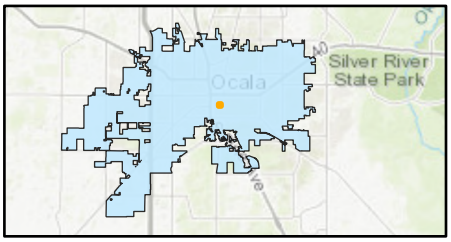
AERIAL MAP

P&Z Meeting: July 8, 2024

Case Number: ZON24-45670
Parcel: 2820-101-004

Property Size: Approximately 0.31 acres
Land Use Designation: Neighborhood
Zoning: R-2, Two-Family Residential
Proposal: A request to rezone from R-2, Two-Family Residential to RO, Residential Office

Location Map





Subject Property

Parcels

City Limits

0 200 Feet

N

OCALA

Prepared by the City o
Growth Management Dep
by kwirthlin on 6/6/2024

File #: 2024-1675 Agenda Item #: a.

Ocala 42nd Street Residential, LLC / PD24-45565

Petitioner: Ocala 42nd Street Residential, LLC
Agent: W. James Gooding III Gooding & Batsel PLLC
Planner: Endira Madraveren 352-629-8440
emadraveren@ocalafl.gov

A request to rezone from PUD-07, Planned Unit Development, to PD, Planned Development, for property located approximately 850-feet north and 1,200-feet east of the intersection at SW 27th Avenue and SW 42nd Street (Parcel 23930-000-00, 23930-002-00, 23930-003-00, 23930-003-01, 23930-003-03, and 23930-005-00), approximately 52.82 acres.

Recommended Action: Approval

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, August 6, 2024,** City Council meeting and second and final hearing at the **Tuesday, August 20, 2024,** City Council meeting.

Submitted By: Endira Madraveren

Presentation By: Endira Madraveren

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Introduce Ordinance 2024-XX to rezone approximately 52.82 acres for property located approximately 850-feet north and 1,200-feet east of the intersection at SW 27th Avenue and SW 42nd Street (Parcel 23930-000-00, 23930-002-00, 23930-003-00, 23930-003-01, 23930-003-03, and 23930-005-00) from PUD-07, Planned Unit Development, to PD, Planned Development (Case PD24-45565) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner: Ocala 42nd Street Residential, LLC
- Property Owner: Ocala 42nd Street Residential, LLC
- Agent: W. James Gooding III, Gooding & Batsel, PLLC

The subject properties, along with property to the southwest, were annexed into the city in 1989. Several rezonings and land use designation changes were made throughout the recent history of the property. It wasn't until approximately 2013 that site work officially began with the conditions stipulated in the 163 Development Agreement. A shopping center with an anchor Publix grocery store was developed, while Phases 2 and 3 of the PUD remained undeveloped.

As a result of a pre-application meeting with staff, the petitioner moved forward with the required neighborhood meeting in October 2023 seeking to amend the previous PUD approval. Following that meeting, the applicant submitted an application for staff review, which subsequently went through three rounds of review. The southwest quadrant of the city has seen significant growth in the last 11 years; however, the property has vested transportation concurrency from an approved Chapter 163 Development Agreement which allotted the development with 474 multi-family residences and 30,000 square feet of office development, along with a previously developed shopping center.

This application proposes an increase in building height and approximately 54 dwelling units (6 multi-family units and 48 townhomes). Due to the increase in density and height; a traffic study will be required with site plan approval.

FINDINGS AND CONCLUSIONS: The requested PD, Planned Development, is consistent with the comprehensive plan, the requested Low-Intensity future land use classification, and will not adversely affect the health, safety, convenience, prosperity, or general welfare of the community.

The proposed PD zoning is compatible with the surrounding area and the previously approved PUD and Chapter 163 Development Agreements.

Staff recommends approval.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Deny
- Table

ORDINANCE 2024-XX

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM PUD-07, PLANNED UNIT DEVELOPMENT, TO PD, PLANNED DEVELOPEMNT, FOR THE PROPERTIES LOCATED APPROXIMATELY 850-FEET NORTH AND 1,200 FEET EAST OF THE INTERSECTION AT SW 27TH AVENUE AND SW 42ND STREET (PARCELS 23930-000-00, 23930-002-00, 23930-003-00, 23930-003-01, 23930-003-03, and 23930-005-00), APPROXIMATELY 52.82 ACRES (CASE NO. PD24-45565); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The following described lands are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as PD, Planned Development:

A PORTION OF THE NORTH 1/2 OF SECTION 36 AND G.G. PERPALL GRANT, TOWNSHIP 15 SOUTH, RANGE 21 EAST AND A PORTION OF LOTS 7 AND 8, BLOCK "B" OF EL DORADO SUBDIVISION RECORDED IN PLAT BOOK "R" AT PAGES 47, 48 AND 49 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 36, S89°38'59"E, A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 475A (S.W. 27TH AVENUE) (BEING A 100 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID NORTH BOUNDARY ALSO BEING THE SOUTH BOUNDARY OF SAID EL DORADO SUBDIVISION, S89°38'57"E, A DISTANCE OF 2144.75 FEET TO THE S.W. CORNER OF AN EXCEPTION TO THE WARRANTY DEED FOR LOT 7, BLOCK 'B' OF SAID EL DORADO SUBDIVISION, SAID WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2802, PAGE 1283 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY OF EL DORADO SUBDIVISION, ALONG THE WEST BOUNDARY OF SAID EXCEPTION, N00°17'15"E, A DISTANCE OF 14.03 FEET TO THE N.W. CORNER OF SAID EXCEPTION; THENCE ALONG THE NORTH BOUNDARY OF SAID EXCEPTION, S89°37'25"E, A DISTANCE OF 281.57 FEET TO THE N.E. CORNER OF SAID EXCEPTION; THENCE

ALONG THE EAST BOUNDARY OF SAID EXCEPTION, S00°00'01"E, A DISTANCE OF 13.99 FEET TO THE S.E. CORNER OF SAID EXCEPTION, SAID POINT ALSO BEING ON THE AFOREMENTIONED SOUTH BOUNDARY OF EL DORADO SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY, S89°41'38"E, A DISTANCE OF 57.92 FEET TO A POINT ON THE WESTERLY BOUNDARY OF A 20 FEET WIDE DRAINAGE RIGHT OF WAY AS RECORDED IN ROAD PLAT BOOK III, PAGES 119 AND 121 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY OF EL DORADO SUBDIVISION, ALONG SAID WESTERLY BOUNDARY OF DRAINAGE RIGHT OF WAY, S05°43'36"E, A DISTANCE OF 793.79 FEET; THENCE CONTINUE ALONG SAID WESTERLY BOUNDARY S03°29'21"E, A DISTANCE OF 50.45 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 475C (S.W. 42ND STREET) (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, S55°13'51"W, A DISTANCE OF 351.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1350.00 FEET, A CENTRAL ANGLE OF 28°04'01" AND A CHORD BEARING AND DISTANCE OF S69°14'22"W., 654.72 FEET; THENCE SOUTHWESTERLY ALONG SAID ARC AND RIGHT OF WAY LINE, A DISTANCE OF 661.31 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N89°44'45"W, A DISTANCE OF 582.43 FEET TO THE S.E. CORNER OF THE PERIMETER ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 6072, PAGE 401 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89°45'34" AND A CHORD BEARING AND DISTANCE OF N.44°51'56"W., 49.39 FEET; THENCE NORTHWESTERLY ALONG THE EAST BOUNDARY OF SAID LANDS AND THE ARC OF SAID CURVE, A DISTANCE OF 54.83 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE EAST AND NORTH BOUNDARY OF SAID LANDS THE FOLLOWING SIXTEEN (16) CALLS: N.00°00'40"E., A DISTANCE OF 132.48 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 127.00 FEET, A CENTRAL ANGLE OS 55°47'54" AND A CHORD BEARING AND DISTANCE OF N.27°53'16"W., 118.85 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.68 FEET TO THE POINT OF TANGENCY; THENCE N.55°47'13"W., A DISTANCE OF 109.29 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE 56°03'09" AND A CHORD BEARING AND DISTANCE OF N.27°45'39"W., 93.98 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 97.83 FEET TO THE POINT OF TANGENCY; THENCE N.00°15'56"E., A DISTANCE OF 44.58 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 55°45'06" AND A CHORD BEARING AND DISTANCE OF N.27°36'37"W., 121.56 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 126.50 FEET TO THE POINT OF TANGENCY; THENCE N.55°29'10"W., A DISTANCE OF 61.26 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 34°14'54" AND A CHORD BEARING AND DISTANCE OF N.72°36'37"W., 76.56 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.71 FEET TO THE POINT OF TANGENCY; THENCE

N.89°44'04"W., A DISTANCE OF 381.52 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N.44°44'04"W., 42.43 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY; THENCE N.00°15'56"E., A DISTANCE OF 19.87 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 124.00, A CENTRAL ANGLE OF 89°36'28" AND A CHORD BEARING AND DISTANCE OF N.44°32'18"W., 174.76 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 193.93 FEET TO THE POINT OF TANGENCY; THENCE N.89°20'33"W., A DISTANCE OF 33.23 FEET; THENCE N.78°09'40"W., A DISTANCE OF 51.58 FEET; THENCE N.89°20'33"W., A DISTANCE OF 42.37 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°04'22" AND A CHORD BEARING AND DISTANCE OF N.44°18'21"W., 35.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED COUNTY ROAD 475A (S.W. 27TH AVENUE); THENCE DEPARTING THE NORTH BOUNDARY OF SAID LANDS, ALONG THE SAID EAST RIGHT OF WAY LINE, N.00°43'50"E., A DISTANCE OF 445.24 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 56.72 ACRES MORE OR LESS.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from PUD-07, Planned Unit Development, to PD, Planned Development, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

By: _____
Angel B. Jacobs
City Clerk

CITY OF OCALA

By: _____
Barry Mansfield
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2024.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No:	2024-XX
Introduced:	7/2/2024
Adopted:	Click or tap to enter a date.
Legal Ad No:	Click or tap here to enter text.

Petitioner: Ocala 42nd Street Residential, LLC

Property Owner: Ocala 42nd Street Residential, LLC

Agent: W. James Gooding III, Gooding & Batsel, PLLC

Project Planner: Endira Madraveren

Applicant Request: from: PUD-07, Planned Unit Development
to: PD, Planned Development

Rezone the subject property from PUD-07, Planned Unit Development, to PD, Planned Development.

Future Land Use: Low Intensity

Parcel Information

Acres: ±52.82 acres

Parcel(s)#: 23930-000-00, 23930-002-00, 23930-003-00, 23930-003-01, 23930-003-03, and 23930-005-00

Location: approximately 850-feet north and 1,200-feet east of the intersection at SW 27th Avenue and SW 42nd Street

Existing use: Vacant/Undeveloped

Overlay(s): N/A

Adjacent Property Information

Direction	Future Land Use	Zoning District	Current Use
North	High Residential (County)	R-3, Multiple Family Dwelling (County)	El Dorado Subdivision
East	Low Intensity	A-1, Agricultural (City)	Single-Family Residence
South	Low Residential (County) Low Intensity (City) Low Intensity (City)	A-1, General Agriculture (County) INST, Institutional (City) No Zoning (City)	Glen Hill Farm Private High School Private High School
West	Low Intensity (City)	PUD-09, Planned Unit Development (City)	Paddock Park Apartments

Background:
The subject properties were annexed into the City in 1989. At that time, the applicant requested Residential Office (RO) zoning for the property fronting SW 27th Avenue and Single Family Residential (R-1) zoning for the remainder of the property, which was heard at a Planning & Zoning Commission meeting. However, staff recommended PUD zoning to enable the developer to address, and compensate for, areas on the property that are unsuitable for buildings. The Planning and Zoning Commission agreed with staff therefore, the applicant withdrew the request for RO and R-1.

Subsequently, a 225-feet depth of property fronting SW 27th Avenue was zoned, Planned Unit Development-Residential Office (PUD-RO). The remaining property was zoned PUD-2, for a residential development allowing up to two units per acre. A development plan was submitted, and the property was given a Low-Density Residential land use designation during the 1991 comprehensive planning process. In 1992, the owner requested, and City Council approved, a zoning change from PUD-RO and PUD-2 to Agriculture (A-1).

In March 2000, the land use designation on the site was Low-Density Residential. The owner requested a comprehensive plan amendment (Case #00-30C) to change the land use designation to Retail Services for 20 acres along the west and southwest portions of the site (adjacent to SW 27th Avenue and the at the corner of SW 27th Avenue and SW 42nd Street) and to Medium-Density Residential for the remaining 47.8 acres. The large residential parcel (approximately 4 acres) along SW 42nd Street was not included in this request. Staff recommended denial of the request for Retail Services and recommended approval of Medium-Density Residential for the entire site. In March 2000, P&Z unanimously denied the request. In May 2000, City Council declined to transmit the request to the Florida Department of Community Affairs (DCA) for lack of a motion; effectively denying the request. The land use designation remained Low-Density Residential for the entire site.

In April 2003, the owner requested a comprehensive plan amendment (case #03-52C) that proposed a change from Low-Density Residential to Medium-Density Residential for the western 49 acres of the site. P&Z tabled the request that April, and then voted 5 to 1 to recommend denial of the land use change in May 2003. City Council subsequently voted unanimously to transmit this land use change request to DCA for review, subject to consideration of a Chapter 163 Development Agreement at the adoption hearing of the land use change. In November 2003, the land use request was adopted by City Council. In May 2004, City Council approved a conceptual PUD plan (ZON03-0031PUD) for a 440-unit multifamily project and 51 single family units subject to a revised Chapter 163 Development Agreement, which limited site development regarding use types, density, and vehicular access points. The final PUD plan (PUD06-0004) was approved by City Council in 2006 and the subsequent subdivision plan (SUB05-0004 (for the single-family homes) and the site plan SPL07-0056 were approved in 2008. Despite plan approval, there was no site work on the property beyond demolition of the existing residences and stables.

In September 2011, City Council approved a substantial change to the Conceptual PUD Plan which included Phase 1: Grocery Store & Outparcels. In August 2012, an additional right in/right out access point on SW 27th Avenue was administratively approved. In April 2013, City Council approved an amended and restated site and concurrency development agreement. This amendment included a total of 71.39 acres, with 474 approved multi-family residences, creating a density of 7 units per acre, resulting in a zoning classification of PUD-07. In the years since, a shopping center, convenience store

and outparcel development have taken place on Phase 1 of the approved PUD. Phases II and III have remained undeveloped and a rezoning is now being requested to develop the subject properties with up to 30,000 square feet of commercial uses (to include: professional and medical office, and other uses as permitted in the B-2 zoning classification), with up to 480 multi-family units and up to 48 townhomes for a total of 528 units. In March 2019, Ordinance 2019-28 was approved, effectively replacing the PUD zoning classification with PD. A rezoning is required to come into compliance with the current standards of the City's Code of Ordinances.

Staff Analysis

A neighborhood meeting was held in October 2023, with the agent providing information regarding the proposed development and nearby residents asking questions pertaining to drainage and traffic concerns. The PD plan and Standards Book, which have gone through three rounds of review at staff level, propose 50-feet of natural enhanced buffer to the north, adjacent to the El Dorado Subdivision. The maximum density in the Low Intensity future land use is 18 dwelling units per gross acre. The maximum height of the development is proposed at 50-feet. The project proposes forty percent (40%) open space which includes a community clubhouse, pool, and passive open areas.

The amended and restated site and concurrency development agreement included Concurrency Management System Compliance which revised the PUD phases to include: 84,000 square feet of commercial in Phase 1, with additional 39,000 square feet of commercial in the outparcels; Phase 2 was expected to consist of 474 multi-family dwelling units, while Phase 3 was allotted for 30,000 square feet of office development.

This PD rezoning increases the number of dwelling units by 54. Due to this increase, a revised Traffic Study will be required. Additionally, the associated Chapter 163 Development Agreement may also need to be revised.

The El Dorado subdivision (north of the subject property), occupying the lowest ground in the area, has historically experienced flooding by runoff originating from the higher surrounding areas including those from those properties to the south (including the subject properties). It is important to note that mitigation for stormwater impacts will have to be addressed as part of the development approval for the site.

Planned Development Required Standards (Section 122-942)

(a) In reaching recommendations and decisions as to rezoning land to a PD district and approving a conceptual site development plan, the planning and zoning commission and city council shall apply the following standards, in addition to the requirements of this chapter applicable to the rezoning of land generally:

1. *Access.* Every permitted use in a PD shall have access to a public street directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access.

   Staff Response: The proposed development has two major access points; one access roads lead out onto SW 27th Avenue, while the other leads onto SW 42nd Street. Interconnectivity between the proposed development and the existing shopping center are proposed.

2. *Buffers.* When a PD abuts a less intensive use, it will be required to adhere to section 122-260, pertaining to buffer specifications, at a minimum. City council may require additional buffering based on individual circumstances.

   Staff Response: The developer is proposing a 50-foot natural enhanced landscape buffer along the north, a 25-foot natural enhanced landscape buffer along the west, and a 10-foot landscaped buffer along the east and south.

3. *Underground utilities*. Within a PD, all utilities, including telephone, television cable and electrical systems, shall be installed underground in accordance with current city policies and standards. Appurtenances to these systems which require above ground installation must be effectively screened, and thereby may be excluded from this requirement.

   Staff Response: Utilities are proposed to be located underground such that tree installations are possible without conflict.

4. *Open space.* Open space requirements for a PD are as follows:
   a. Open space shall include active and passive recreation areas such as courtyards, streetscapes/sidewalks, playgrounds, golf courses, waterways, landscaped yards and patios, lagoons, floodplains, nature trails, roof areas, and other similar open spaces. Water retention areas that are designed as aesthetic lakes or ponds for passive or active recreational use may also be counted as open space, as long as these areas are designed to retain a minimum of three feet of water at all times.

      Staff Response: There is a proposed minimum 25% gross open space with a proposed 10% aggregate open space. These areas will include landscaping, privacy buffers, community center and pool.

   b. Fenced water retention areas, open water areas beyond the perimeter of the site, street right-of-way, driveways, off-street parking areas and off-street loading areas shall not be counted in determining open space. Side yards less than six feet wide shall not be counted as open space.

      Staff Response: Aggregate open space will be provided per Section 122-924(4). Gross open space provided is calculated at 14.18-acres, with proposed aggregate open space calculated at 1.42-acres.

   c. Open space shall be clustered into larger tracts/areas. Buildings and structures should be clustered so that the open space is usable to the occupants/residents rather than merely providing spacing between buildings or structures. Zero lot line and clustered design is encouraged. Front, side and rear yards in single-family residential areas shall not be counted as aggregate open space.

      Staff Response: Open space is clustered into usable recreation areas for residents.

   d. There shall be a minimum open space requirement of 25 percent of the total gross acreage for all development in any PD project. For single-use residential

PD projects, the minimum open space requirement shall be 40 percent. At least ten percent of the total required open space shall be in usable aggregate form. Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD.

Staff Response: There is a proposed minimum 25% open space. These areas will include amenities for residents.

5. *Unified control.* The applicant shall furnish the city with sufficient evidence to the satisfaction of the city attorney that the applicant is in the complete, unified and otherwise-unencumbered control of the entire area of the proposed planned development, whether the applicant be an individual, partnership, corporation, other entity, group or agency. The applicant shall provide the city all necessary documents and information that may be required by the city attorney to assure the city that the development project may be lawfully completed according to the plans sought to be approved.

   Staff Response: The agent submitted a Title Opinion and Statement of Unified Control to the City in February 2024.

6. *Phasing.* City council may allow or require phasing of the proposed development. All phasing must be related to previous development, surrounding properties, and available public facilities and services, where a failure to proceed with subsequent phases of development will have no adverse impact on the completed phase(s) or surrounding properties.

   Staff Response: Phasing will be determined during the site plan process.

7. *Platting.* All uses/parcels meeting the definition of a subdivision shall meet chapter 114 (subdivisions) requirements.

   Staff Response: A subdivision process is not required for this development.

8. *Site plan review*. Development requiring site plan review shall comply with Chapter 122, Article IV. A final site plan shall be consistent with a final development plan.

   Staff Response: Subsequent to PD approval by City Council, the site plan and subdivision may be submitted for staff review by the applicant.

9. *Development.* A development meeting the criteria for a shopping center shall comply with all regulations as set forth in division 29 of chapter 122 (shopping centers) except for: subsections 122-908(7),(8) and (9) and 122-918(a)(l).

   Staff Response: N/A.

10. *Access to utility systems and public services.* A PD shall be located in relation to sanitary sewer lines, water lines, storm/surface drainage systems, and other utility systems.

Staff Response: Utility services are outlined in detail in the Level of Service Impact Analysis below. All utility services are located in proximity to the development.

Level of Service Impact Analysis:

Transportation: Access to the property will be from SW 27th Ave and SW 42nd Street. A Traffic Impact Statement was not submitted with the PD rezoning application. Due to the increase of units from the previously approved Concurrency Management System Compliance, the City will require a revised Traffic Study update be submitted and approved by staff prior to site plan approval.

Potable Water: The proposed development will be required to extend water services to this project. An existing 8-inch water distribution main is located within the previously approved Grand Oaks PUD to the south and west of the proposed development.

Sanitary Sewer: The proposed development will be required to extend sewer services to this project. Sewer service is available on the Grand Oaks PUD property to the south and west. An existing 8-inch gravity main runs through portions of the proposed development. Additionally, Water Reclamation Facility #3 is located on parcel 23930-005-00.

Stormwater: Portions of the properties are located within a flood zone, an existing drainage retention facility exists on these portions of the proposed development. Facilities must be designed to provide flood protection for a 100 year 24-hour storm event. For any future development, runoff must be retained on-site to match pre-development conditions.

Solid Waste: Service is available. Pick-up services will be determined during subdivision approval.

Fire Service: City Fire Station #4 is located within a 2.3-mile radius at 3300 SW 20th Street.

Schools: The subject property is serviced by Saddlewood Elementary (operating at 112.53% capacity), Liberty Middle (operating at 92.63% capacity) and West Port High School (operating at 116.83%). The proposed development of the property may generate up to 73 additional Elementary School-aged students, up to 30 additional Middle School-aged students, and up to 37 additional High School-aged students.

	STUDENTS PER UNIT			
	E	**M**	**H**	**TOT**
MFR Student Gen.	0.139	0.056	0.067	**0.262**
Proposed MFR (480)	66.72	26.88	32.16	**125.76**
SFR Student Gen.	0.13	0.064	0.094	**0.288**
Proposed SFR (48)	6.24	3.07	4.51	**13.82**

Zoning Classification

Proposed:

A planned development (PD) zoning district is intended to provide a process for the evaluation of unique, individually planned developments, which may not be otherwise permitted in zoning districts established by this chapter. Standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at

the same time retaining the absolute authority of city council to establish such conditions, stipulations, limitations and restrictions as it deems necessary to protect the public health, safety and general welfare.

Factual Support:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
   a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
   b. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.
2. The requested zoning designation of PD, Planned Development, is eligible to implement the land use designation of Low Intensity and the PD plan is consistent with chapter 122, article V, division 30 of the City's land development regulations.
3. Approval of this request will not adversely affect the health, safety, convenience, prosperity or general welfare of the community.

Basis for Approval:
The PD plan is consistent with the land use category and land development regulations. Staff recommends approval.

Staff Recommendation:	**Approval of PD24-45565**

CASE MAP

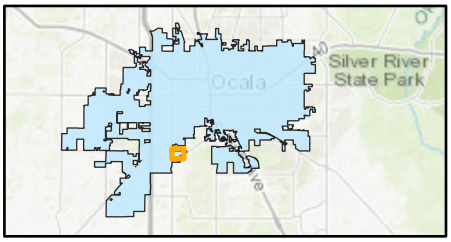
P&Z Meeting: July 8, 2024

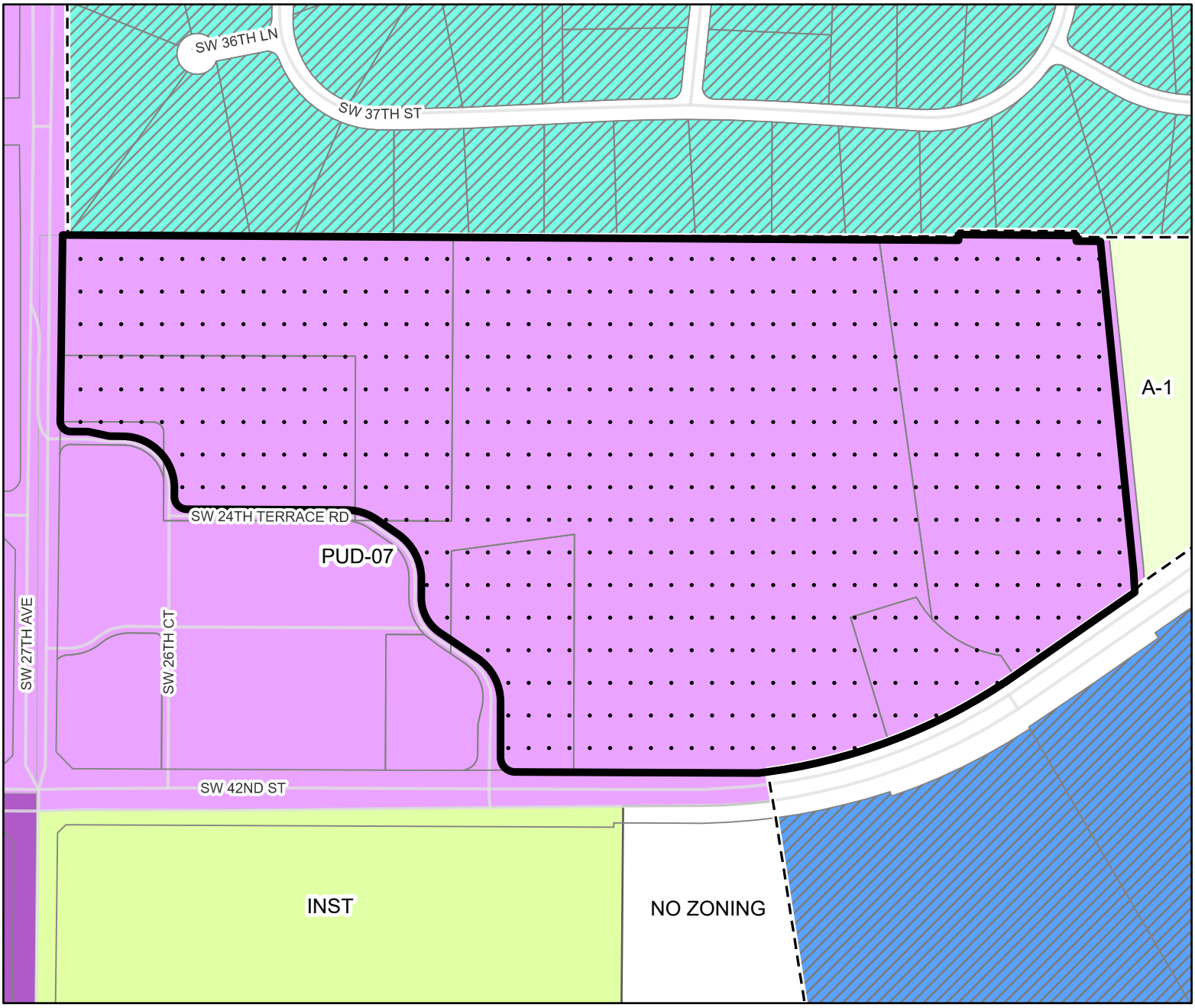
Case Number: PD24-45565

Parcel: 23930-000-00; 23930-002-00; 23930-0003-00; 23930-003-01; 23930-003-03; 23930-005-00

Property Size: Approximately 52.82 acres
Land Use Designation: Neighborhood
Zoning: PUD-07, Planned Unit Development 7-Units
Proposal: A request to rezone from PUD-07, Planned Unit Development, to PD, Planned Development

Location Map





Subject Property
Parcels
City Limits
A-1, General Agriculture (county)
R-3, Multiple Family Dwelling (county)
A-1:Agricultural
INST:Institutional
PUD-07:Planned Unit Development-7 Units
PUD-09:Planned Unit Development-9 Units
Planned Development
NO ZONING

0 910 Feet

N

OCALA

Prepared by the City of Ocala Growth Management Department
by kwirthlin on 6/20/2024

AERIAL MAP

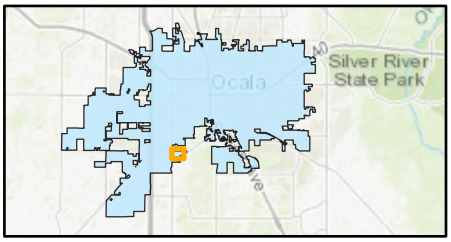
P&Z Meeting: July 8, 2024

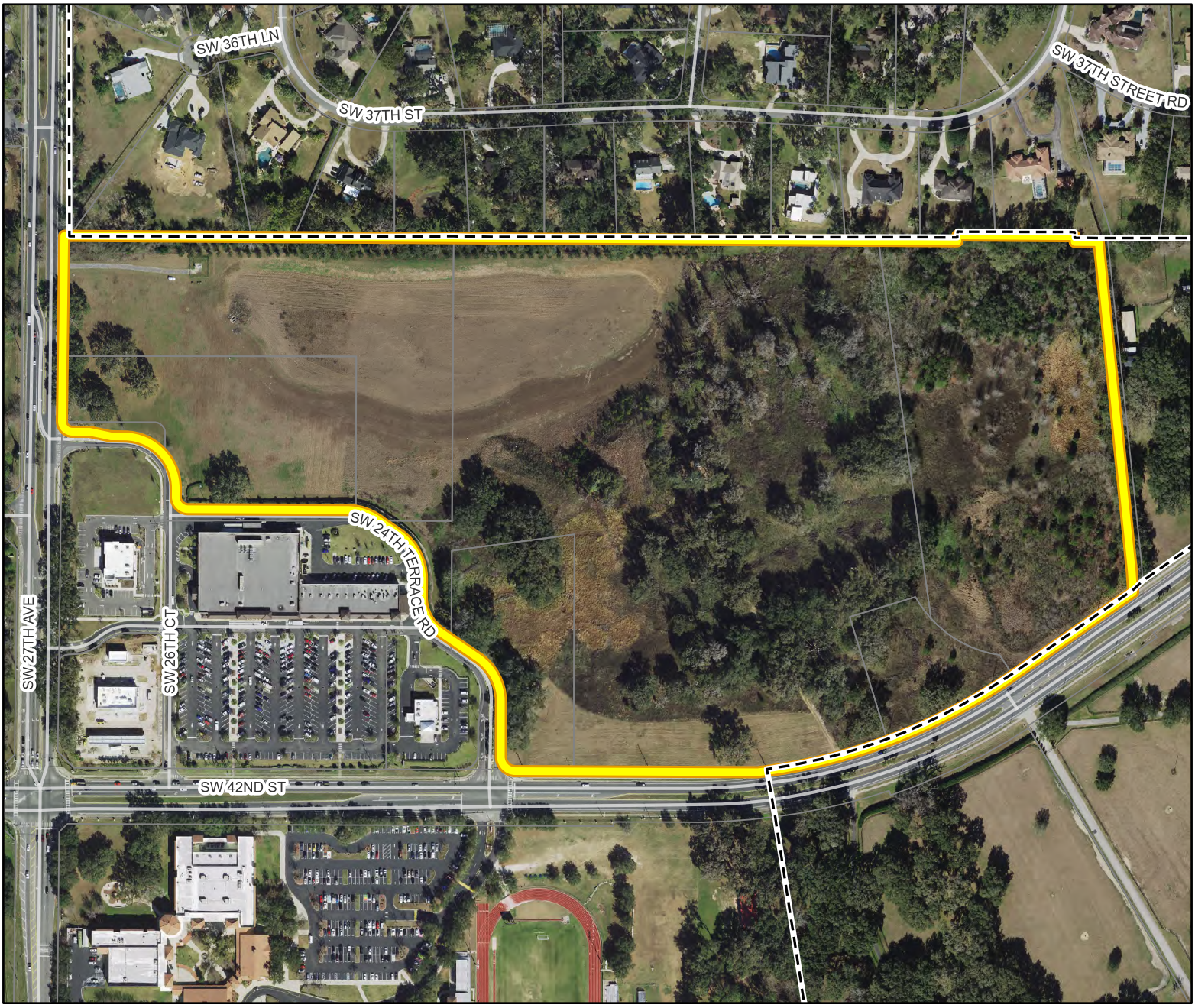
Case Number: PD24-45565

Parcel: 23930-000-00; 23930-002-00; 23930-0003-00; 23930-003-01; 23930-003-03; 23930-005-00

Property Size: Approximately 52.82 acres
Land Use Designation: Neighborhood
Zoning: PUD-07, Planned Unit Development 7-Units
Proposal: A request to rezone from PUD-07, Planned Unit Development, to PD, Planned Development

Location Map





Subject Property

Parcels

City Limits

0 500 Feet

N

OCALA

Prepared by the City of Ocala Growth Management Department
by kwirthlin on 6/7/2024

File #: 2024-1702 Agenda Item #: b.

Ocala 42nd Street Residential, LLC / PD24-45565

Petitioner: Ocala 42nd Street Residential, LLC
Agent: W. James Gooding III, Gooding & Batsel, PLLC
Planner: Endira Madraveren 352-629-8440
emadraveren@ocalafl.gov

A request to approve a PD, Planned Development plan and standards book for property located approximately 850-feet north and 1,200-feet east of the intersection at SW 27th Avenue and SW 42nd Street (Parcel 23930-000-00, 23930-002-00, 23930-003-00, 23930-003-01, 23930-003-03, and 23930-005-00), approximately 52.82 acres.

Recommended Action: Approval

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council at the **Tuesday, August 20, 2024** City Council meeting.

Submitted By: Endira Madraveren

Presentation By: Endira Madraveren

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Resolution 2024-30 concerning a PD, Planned Development Plan, including PD Standards for property located approximately 850-feet north and 1,200-feet east of the intersection at SW 27th Avenue and SW 42nd Street (Parcel 23930-000-00, 23930-002-00, 23930-003-00, 23930-003-01, 23930-003-03, and 23930-005-00), approximately 52.82 acres (Case No. PD23-45565) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner: Ocala 42nd Street Residential, LLC
- Property Owner: Ocala 42nd Street Residential, LLC
- Agent: W. James Gooding III, Gooding & Batsel, PLLC

The subject properties, along with property to the southwest, were annexed into the city in 1989. Several rezonings and land use designation changes were made throughout the recent history of the property. It wasn't until approximately 2013 that site work officially began with the conditions stipulated in the 163 Development Agreement. A shopping center with an anchor Publix grocery store was developed, while Phases 2 and 3 of the PUD remained undeveloped.

As a result of a pre-application meeting with staff, the petitioner moved forward with the required neighborhood meeting in October 2023 seeking to amend the previous PUD approval. Following that meeting, the applicant submitted an application, PD Plan, and PD Standards Book for staff review; which subsequently went through three rounds of review. The southwest quadrant of the city has seen significant growth in the last 11 years; however, the property has vested transportation concurrency from an approved Chapter 163 Development Agreement which allotted the development with 474 multi-family residences and 30,000 square feet of office development, along with a previously developed shopping center.

This application proposes an increase in building height and approximately 54 dwelling units (6 multi-family units and 48 townhomes). Due to the increase in density and height; a traffic study will be required with site plan approval.

FINDINGS AND CONCLUSIONS: The PD plan and standards are consistent with the land development regulations and compatible with the surrounding area. Staff recommends approval.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This resolution will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Deny
- Table

RESOLUTION 2024-30

A RESOLUTION APPROVING A PLANNED DEVELOPMENT (PD) PLAN AND ASSOCIATED PD STANDARDS BOOK (GRAND OAKS PHASES 2 AND 3 PD) FOR PROPERTY LOCATED APPROXIMATELY 850-FEET NORTH AND 1,200-FEET EAST OF THE INTERSECTION AT SW 27TH AVENUE AND SW 42ND STREET, OCALA, MARION COUNTY, FLORIDA (CASE NO. PD24-45565).

Whereas, Ocala 42nd Street Residential, LLC submits a PD plan (Case PD24-45565) for property located approximately 850-feet north and 1,200-feet east of the intersection at SW 27th Avenue and SW 42nd Street, approximately 52.82 acres to allow for the construction of 480 multi-family residences and 48 townhomes, including passive recreation areas, a community center and pool, and extended buffers along the northern boundaries of the site; and

Whereas, as an associated Ordinance _____ amends the zoning map of the City of Ocala changing parcel 23930-000-00, 23930-002-00, 23930-003-00, 23930-003-01, 23930-003-03, and 23930-005-00 from PUD-07, Planned Unit Development, to PD, Planned Development; and

Whereas, on _____, 2024, the Planning and Zoning Commission recommended approval of the applicant's request by a _____ vote.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

1. The City of Ocala does hereby approve the Grand Oaks Phases 2 and 3 PD plan (Exhibit "A") and PD standards book (Exhibit "B").

2. The effective date for this resolution will be _____, 2024.

3. The approved PD plan and associated PD standards book shall apply to the following described land located in Ocala, Marion County, Florida, to wit:

   A PORTION OF THE NORTH 1/2 OF SECTION 36 AND G.G. PERPALL GRANT, TOWNSHIP 15 SOUTH, RANGE 21 EAST AND A PORTION OF LOTS 7 AND 8, BLOCK "B" OF EL DORADO SUBDIVISION RECORDED IN PLAT BOOK "R" AT PAGES 47, 48 AND 49 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 36, S89°38'59"E, A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF

COUNTY ROAD 475A (S.W. 27TH AVENUE) (BEING A 100 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID NORTH BOUNDARY ALSO BEING THE SOUTH BOUNDARY OF SAID EL DORADO SUBDIVISION, S89°38'57"E, A DISTANCE OF 2144.75 FEET TO THE S.W. CORNER OF AN EXCEPTION TO THE WARRANTY DEED FOR LOT 7, BLOCK 'B' OF SAID EL DORADO SUBDIVISION, SAID WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2802, PAGE 1283 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY OF EL DORADO SUBDIVISION, ALONG THE WEST BOUNDARY OF SAID EXCEPTION, N00°17'15"E, A DISTANCE OF 14.03 FEET TO THE N.W. CORNER OF SAID EXCEPTION; THENCE ALONG THE NORTH BOUNDARY OF SAID EXCEPTION, S89°37'25"E, A DISTANCE OF 281.57 FEET TO THE N.E. CORNER OF SAID EXCEPTION; THENCE ALONG THE EAST BOUNDARY OF SAID EXCEPTION, S00°00'01"E, A DISTANCE OF 13.99 FEET TO THE S.E. CORNER OF SAID EXCEPTION, SAID POINT ALSO BEING ON THE AFOREMENTIONED SOUTH BOUNDARY OF EL DORADO SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY, S89°41'38"E, A DISTANCE OF 57.92 FEET TO A POINT ON THE WESTERLY BOUNDARY OF A 20 FEET WIDE DRAINAGE RIGHT OF WAY AS RECORDED IN ROAD PLAT BOOK III, PAGES 119 AND 121 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY OF EL DORADO SUBDIVISION, ALONG SAID WESTERLY BOUNDARY OF DRAINAGE RIGHT OF WAY, S05°43'36"E, A DISTANCE OF 793.79 FEET; THENCE CONTINUE ALONG SAID WESTERLY BOUNDARY S03°29'21"E, A DISTANCE OF 50.45 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 475C (S.W. 42ND STREET) (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, S55°13'51"W, A DISTANCE OF 351.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1350.00 FEET, A CENTRAL ANGLE OF 28°04'01" AND A CHORD BEARING AND DISTANCE OF S69°14'22"W., 654.72 FEET; THENCE SOUTHWESTERLY ALONG SAID ARC AND RIGHT OF WAY LINE, A DISTANCE OF 661.31 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N89°44'45"W, A DISTANCE OF 582.43 FEET TO THE S.E. CORNER OF THE PERIMETER ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 6072, PAGE 401 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89°45'34" AND A CHORD BEARING AND DISTANCE OF N.44°51'56"W., 49.39 FEET; THENCE NORTHWESTERLY ALONG THE EAST BOUNDARY OF SAID LANDS AND THE ARC OF SAID CURVE, A DISTANCE OF 54.83 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE EAST AND NORTH BOUNDARY OF SAID LANDS THE FOLLOWING SIXTEEN (16) CALLS: N.00°00'40"E., A DISTANCE OF 132.48 FEET

TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 127.00 FEET, A CENTRAL ANGLE OS 55°47'54" AND A CHORD BEARING AND DISTANCE OF N.27°53'16"W., 118.85 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.68 FEET TO THE POINT OF TANGENCY; THENCE N.55°47'13"W., A DISTANCE OF 109.29 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE 56°03'09" AND A CHORD BEARING AND DISTANCE OF N.27°45'39"W., 93.98 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 97.83 FEET TO THE POINT OF TANGENCY; THENCE N.00°15'56"E., A DISTANCE OF 44.58 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 55°45'06" AND A CHORD BEARING AND DISTANCE OF N.27°36'37"W., 121.56 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 126.50 FEET TO THE POINT OF TANGENCY; THENCE N.55°29'10"W., A DISTANCE OF 61.26 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 34°14'54" AND A CHORD BEARING AND DISTANCE OF N.72°36'37"W., 76.56 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.71 FEET TO THE POINT OF TANGENCY; THENCE N.89°44'04"W., A DISTANCE OF 381.52 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N.44°44'04"W., 42.43 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY; THENCE N.00°15'56"E., A DISTANCE OF 19.87 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 124.00, A CENTRAL ANGLE OF 89°36'28" AND A CHORD BEARING AND DISTANCE OF N.44°32'18"W., 174.76 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 193.93 FEET TO THE POINT OF TANGENCY; THENCE N.89°20'33"W., A DISTANCE OF 33.23 FEET; THENCE N.78°09'40"W., A DISTANCE OF 51.58 FEET; THENCE N.89°20'33"W., A DISTANCE OF 42.37 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°04'22" AND A CHORD BEARING AND DISTANCE OF N.44°18'21"W., 35.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED COUNTY ROAD 475A (S.W. 27TH AVENUE); THENCE DEPARTING THE NORTH BOUNDARY OF SAID LANDS, ALONG THE SAID EAST RIGHT OF WAY LINE, N.00°43'50"E., A DISTANCE OF 445.24 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 56.72 ACRES MORE OR LESS.

4. A certified copy of the Resolution shall be recorded by the Clerk of the City of Ocala in the public records of Marion County, Florida.

This resolution adopted this _____ day of _____, 2024.

ATTEST:

By: _____
Angel B. Jacobs
City Clerk

CITY OF OCALA

By: _____
Barry Mansfield
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Petitioner: Ocala 42nd Street Residential, LLC

Property Owner: Ocala 42nd Street Residential, LLC

Agent: W. James Gooding III, Gooding & Batsel, PLLC

Project Planner: Endira Madraveren

Applicant Request: from: PUD-07, Planned Unit Development
to: PD, Planned Development

Rezone the subject property from PUD-07, Planned Unit Development, to PD, Planned Development.

Future Land Use: Low Intensity

Parcel Information

Acres: ±52.82 acres

Parcel(s)#: 23930-000-00, 23930-002-00, 23930-003-00, 23930-003-01, 23930-003-03, and 23930-005-00

Location: approximately 850-feet north and 1,200-feet east of the intersection at SW 27th Avenue and SW 42nd Street

Existing use: Vacant/Undeveloped

Overlay(s): N/A

Adjacent Property Information

Direction	Future Land Use	Zoning District	Current Use
North	High Residential (County)	R-3, Multiple Family Dwelling (County)	El Dorado Subdivision
East	Low Intensity	A-1, Agricultural (City)	Single-Family Residence
South	Low Residential (County) Low Intensity (City) Low Intensity (City)	A-1, General Agriculture (County) INST, Institutional (City) No Zoning (City)	Glen Hill Farm Private High School Private High School
West	Low Intensity (City)	PUD-09, Planned Unit Development (City)	Paddock Park Apartments

Background:
The subject properties were annexed into the City in 1989. At that time, the applicant requested Residential Office (RO) zoning for the property fronting SW 27th Avenue and Single Family Residential (R-1) zoning for the remainder of the property, which was heard at a Planning & Zoning Commission meeting. However, staff recommended PUD zoning to enable the developer to address, and compensate for, areas on the property that are unsuitable for buildings. The Planning and Zoning Commission agreed with staff therefore, the applicant withdrew the request for RO and R-1.

Subsequently, a 225-feet depth of property fronting SW 27th Avenue was zoned, Planned Unit Development-Residential Office (PUD-RO). The remaining property was zoned PUD-2, for a residential development allowing up to two units per acre. A development plan was submitted, and the property was given a Low-Density Residential land use designation during the 1991 comprehensive planning process. In 1992, the owner requested, and City Council approved, a zoning change from PUD-RO and PUD-2 to Agriculture (A-1).

In March 2000, the land use designation on the site was Low-Density Residential. The owner requested a comprehensive plan amendment (Case #00-30C) to change the land use designation to Retail Services for 20 acres along the west and southwest portions of the site (adjacent to SW 27th Avenue and the at the corner of SW 27th Avenue and SW 42nd Street) and to Medium-Density Residential for the remaining 47.8 acres. The large residential parcel (approximately 4 acres) along SW 42nd Street was not included in this request. Staff recommended denial of the request for Retail Services and recommended approval of Medium-Density Residential for the entire site. In March 2000, P&Z unanimously denied the request. In May 2000, City Council declined to transmit the request to the Florida Department of Community Affairs (DCA) for lack of a motion; effectively denying the request. The land use designation remained Low-Density Residential for the entire site.

In April 2003, the owner requested a comprehensive plan amendment (case #03-52C) that proposed a change from Low-Density Residential to Medium-Density Residential for the western 49 acres of the site. P&Z tabled the request that April, and then voted 5 to 1 to recommend denial of the land use change in May 2003. City Council subsequently voted unanimously to transmit this land use change request to DCA for review, subject to consideration of a Chapter 163 Development Agreement at the adoption hearing of the land use change. In November 2003, the land use request was adopted by City Council. In May 2004, City Council approved a conceptual PUD plan (ZON03-0031PUD) for a 440-unit multifamily project and 51 single family units subject to a revised Chapter 163 Development Agreement, which limited site development regarding use types, density, and vehicular access points. The final PUD plan (PUD06-0004) was approved by City Council in 2006 and the subsequent subdivision plan (SUB05-0004 (for the single-family homes) and the site plan SPL07-0056 were approved in 2008. Despite plan approval, there was no site work on the property beyond demolition of the existing residences and stables.

In September 2011, City Council approved a substantial change to the Conceptual PUD Plan which included Phase 1: Grocery Store & Outparcels. In August 2012, an additional right in/right out access point on SW 27th Avenue was administratively approved. In April 2013, City Council approved an amended and restated site and concurrency development agreement. This amendment included a total of 71.39 acres, with 474 approved multi-family residences, creating a density of 7 units per acre, resulting in a zoning classification of PUD-07. In the years since, a shopping center, convenience store

and outparcel development have taken place on Phase 1 of the approved PUD. Phases II and III have remained undeveloped and a rezoning is now being requested to develop the subject properties with up to 30,000 square feet of commercial uses (to include: professional and medical office, and other uses as permitted in the B-2 zoning classification), with up to 480 multi-family units and up to 48 townhomes for a total of 528 units. In March 2019, Ordinance 2019-28 was approved, effectively replacing the PUD zoning classification with PD. A rezoning is required to come into compliance with the current standards of the City's Code of Ordinances.

Staff Analysis

A neighborhood meeting was held in October 2023, with the agent providing information regarding the proposed development and nearby residents asking questions pertaining to drainage and traffic concerns. The PD plan and Standards Book, which have gone through three rounds of review at staff level, propose 50-feet of natural enhanced buffer to the north, adjacent to the El Dorado Subdivision. The maximum density in the Low Intensity future land use is 18 dwelling units per gross acre. The maximum height of the development is proposed at 50-feet. The project proposes forty percent (40%) open space which includes a community clubhouse, pool, and passive open areas.

The amended and restated site and concurrency development agreement included Concurrency Management System Compliance which revised the PUD phases to include: 84,000 square feet of commercial in Phase 1, with additional 39,000 square feet of commercial in the outparcels; Phase 2 was expected to consist of 474 multi-family dwelling units, while Phase 3 was allotted for 30,000 square feet of office development.

This PD rezoning increases the number of dwelling units by 54. Due to this increase, a revised Traffic Study will be required. Additionally, the associated Chapter 163 Development Agreement may also need to be revised.

The El Dorado subdivision (north of the subject property), occupying the lowest ground in the area, has historically experienced flooding by runoff originating from the higher surrounding areas including those from those properties to the south (including the subject properties). It is important to note that mitigation for stormwater impacts will have to be addressed as part of the development approval for the site.

Planned Development Required Standards (Section 122-942)

(a) In reaching recommendations and decisions as to rezoning land to a PD district and approving a conceptual site development plan, the planning and zoning commission and city council shall apply the following standards, in addition to the requirements of this chapter applicable to the rezoning of land generally:

1. *Access.* Every permitted use in a PD shall have access to a public street directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access.

   Staff Response: The proposed development has two major access points; one access roads lead out onto SW 27th Avenue, while the other leads onto SW 42nd Street.

Interconnectivity between the proposed development and the existing shopping center are proposed.

2. *Buffers.* When a PD abuts a less intensive use, it will be required to adhere to section 122-260, pertaining to buffer specifications, at a minimum. City council may require additional buffering based on individual circumstances.

   Staff Response: The developer is proposing a 50-foot natural enhanced landscape buffer along the north, a 25-foot natural enhanced landscape buffer along the west, and a 10-foot landscaped buffer along the east and south.

3. *Underground utilities*. Within a PD, all utilities, including telephone, television cable and electrical systems, shall be installed underground in accordance with current city policies and standards. Appurtenances to these systems which require above ground installation must be effectively screened, and thereby may be excluded from this requirement.

   Staff Response: Utilities are proposed to be located underground such that tree installations are possible without conflict.

4. *Open space.* Open space requirements for a PD are as follows:
   a. Open space shall include active and passive recreation areas such as courtyards, streetscapes/sidewalks, playgrounds, golf courses, waterways, landscaped yards and patios, lagoons, floodplains, nature trails, roof areas, and other similar open spaces. Water retention areas that are designed as aesthetic lakes or ponds for passive or active recreational use may also be counted as open space, as long as these areas are designed to retain a minimum of three feet of water at all times.

      Staff Response: There is a proposed minimum 25% gross open space with a proposed 10% aggregate open space. These areas will include landscaping, privacy buffers, community center and pool.

   b. Fenced water retention areas, open water areas beyond the perimeter of the site, street right-of-way, driveways, off-street parking areas and off-street loading areas shall not be counted in determining open space. Side yards less than six feet wide shall not be counted as open space.

      Staff Response: Aggregate open space will be provided per Section 122-924(4). Gross open space provided is calculated at 14.18-acres, with proposed aggregate open space calculated at 1.42-acres.

   c. Open space shall be clustered into larger tracts/areas. Buildings and structures should be clustered so that the open space is usable to the occupants/residents rather than merely providing spacing between buildings or structures. Zero lot line and clustered design is encouraged. Front, side and rear yards in single-family residential areas shall not be counted as aggregate open space.

      Staff Response: Open space is clustered into usable recreation areas for residents.

d. There shall be a minimum open space requirement of 25 percent of the total gross acreage for all development in any PD project. For single-use residential PD projects, the minimum open space requirement shall be 40 percent. At least ten percent of the total required open space shall be in usable aggregate form. Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD.

Staff Response: There is a proposed minimum 25% open space. These areas will include amenities for residents.

5. *Unified control.* The applicant shall furnish the city with sufficient evidence to the satisfaction of the city attorney that the applicant is in the complete, unified and otherwise-unencumbered control of the entire area of the proposed planned development, whether the applicant be an individual, partnership, corporation, other entity, group or agency. The applicant shall provide the city all necessary documents and information that may be required by the city attorney to assure the city that the development project may be lawfully completed according to the plans sought to be approved.

   Staff Response: The agent submitted a Title Opinion and Statement of Unified Control to the City in February 2024.

6. *Phasing.* City council may allow or require phasing of the proposed development. All phasing must be related to previous development, surrounding properties, and available public facilities and services, where a failure to proceed with subsequent phases of development will have no adverse impact on the completed phase(s) or surrounding properties.

   Staff Response: Phasing will be determined during the site plan process.

7. *Platting.* All uses/parcels meeting the definition of a subdivision shall meet chapter 114 (subdivisions) requirements.

   Staff Response: A subdivision process is not required for this development.

8. *Site plan review*. Development requiring site plan review shall comply with Chapter 122, Article IV. A final site plan shall be consistent with a final development plan.

   Staff Response: Subsequent to PD approval by City Council, the site plan and subdivision may be submitted for staff review by the applicant.

9. *Development.* A development meeting the criteria for a shopping center shall comply with all regulations as set forth in division 29 of chapter 122 (shopping centers) except for: subsections 122-908(7),(8) and (9) and 122-918(a)(l).

   Staff Response: N/A.

10. *Access to utility systems and public services.* A PD shall be located in relation to sanitary sewer lines, water lines, storm/surface drainage systems, and other utility systems.

    Staff Response: Utility services are outlined in detail in the Level of Service Impact Analysis below. All utility services are located in proximity to the development.

Level of Service Impact Analysis:

Transportation: Access to the property will be from SW 27th Ave and SW 42nd Street. A Traffic Impact Statement was not submitted with the PD rezoning application. Due to the increase of units from the previously approved Concurrency Management System Compliance, the City will require a revised Traffic Study update be submitted and approved by staff prior to site plan approval.

Potable Water: The proposed development will be required to extend water services to this project. An existing 8-inch water distribution main is located within the previously approved Grand Oaks PUD to the south and west of the proposed development.

Sanitary Sewer: The proposed development will be required to extend sewer services to this project. Sewer service is available on the Grand Oaks PUD property to the south and west. An existing 8-inch gravity main runs through portions of the proposed development. Additionally, Water Reclamation Facility #3 is located on parcel 23930-005-00.

Stormwater: Portions of the properties are located within a flood zone, an existing drainage retention facility exists on these portions of the proposed development. Facilities must be designed to provide flood protection for a 100 year 24-hour storm event. For any future development, runoff must be retained on-site to match pre-development conditions.

Solid Waste: Service is available. Pick-up services will be determined during subdivision approval.

Fire Service: City Fire Station #4 is located within a 2.3-mile radius at 3300 SW 20th Street.

Schools: The subject property is serviced by Saddlewood Elementary (operating at 112.53% capacity), Liberty Middle (operating at 92.63% capacity) and West Port High School (operating at 116.83%). The proposed development of the property may generate up to 73 additional Elementary School-aged students, up to 30 additional Middle School-aged students, and up to 37 additional High School-aged students.

	STUDENTS PER UNIT			
	E	**M**	**H**	**TOT**
MFR Student Gen.	0.139	0.056	0.067	**0.262**
Proposed MFR (480)	66.72	26.88	32.16	**125.76**
SFR Student Gen.	0.13	0.064	0.094	**0.288**
Proposed SFR (48)	6.24	3.07	4.51	**13.82**

Zoning Classification

Proposed:

A planned development (PD) zoning district is intended to provide a process for the evaluation of

unique, individually planned developments, which may not be otherwise permitted in zoning districts established by this chapter. Standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time retaining the absolute authority of city council to establish such conditions, stipulations, limitations and restrictions as it deems necessary to protect the public health, safety and general welfare.

Factual Support:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
   a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
   b. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.
2. The requested zoning designation of PD, Planned Development, is eligible to implement the land use designation of Low Intensity and the PD plan is consistent with chapter 122, article V, division 30 of the City's land development regulations.
3. Approval of this request will not adversely affect the health, safety, convenience, prosperity or general welfare of the community.

Basis for Approval:
The PD plan is consistent with the land use category and land development regulations. Staff recommends approval.

Staff Recommendation:	**Approval of PD24-45565**

Exhibit A

Grand Oaks Phases 2 and 3 PD Plan



GRAND OAKS PHASES 2 AND 3 PLANNED DEVELOPMENT

CITY OF OCALA, FLORIDA

SECTIONS 25, 36 & 37, TOWNSHIP 15 SOUTH, RANGE 21 EAST

PARCEL IDS: 23930-000-00, 23930-002-00, 23930-003-00, 23930-005-00, 23930-003-01, 23930-003-03

APRIL 2024

TRAFFIC:

Land Use	LUC	Intensity	Daily Trips	AM Peak Hour of Adjacent			PM Peak Hour of Adjacent		
				Total	In	Out	Total	In	Out
Approved PUD Uses[2]									
Multi-family Residential	220	474 DU	2,996	236	47	189	278	181	97
General Office Building	710	30,000 Sq Ft	528	72	63	9	45	8	37
		Subtotal	3,524	308	110	198	323	189	134
Proposed Development[2]									
Multi-family Residential (Low-Rise)	220	48 DU	383	38	9	29	41	26	15
Multi-family Residential (Mid-Rise)	221	480 DU	2,243	200	46	154	188	115	73
General Office Building	710	30,000 Sq Ft	407	59	52	7	61	10	51
		Subtotal	3,033	297	107	190	290	151	139
Difference [proposed uses - approved trips]			**-491**	**-11**	**-3**	**-8**	**-33**	**-38**	**5**

Note 1: Trip Generation is from the approved Grand Oaks Town Center (Stolen Hours) PUD (TIA11-0001, approved February 24, 2012)
Note 2: Trip Generation for the proposed uses is calculated using the following data from ITE's Trip Generation, 11th Edition.

Multifamily Residential (Low-Rise) [ITE 220]
- Daily — T = 6.41(X) + 75.31 (X is the Number Dwelling Units)
- AM Peak Hour of Adjacent Street — T = 0.31(X) + 22.85 (X is the Number Dwelling Units; 24% in, 76% out)
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Multifamily Residential (Mid-Rise) [ITE 221]
- Daily — T = 4.77(X) - 46.46 (X is the Number Dwelling Units)
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- Daily — Ln(T) = 0.87 Ln(X) + 3.05 (X is 1000 Sq. Ft. GFA)
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UTILITY PROVIDERS:

UTILITY COMPANIES		
UTILITY COMPANY	CONTACT PERSON	PHONE NUMBER
LUMEN - LOCAL	JOHN PLAMONDON	(352) 425-4444
LUMEN - NATIONAL	TIM FARMER	(252)-423-1035
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OCALA - ELECTRIC	PAUL SOOKDEO	(352)-401-6922
OCALA WATER AND SEWER	RICHARD RAGOSTA	(352)-351-6793
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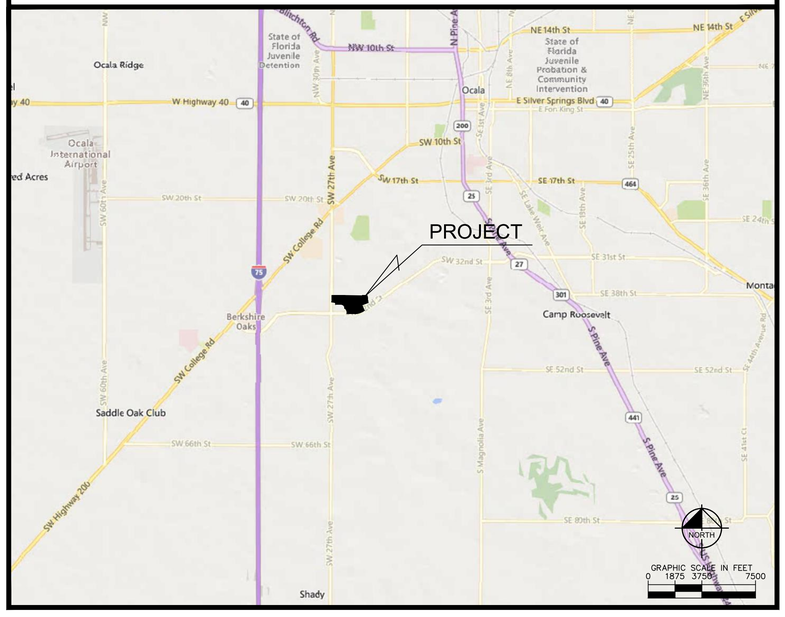
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PER FEMA FIRM PANEL NUMBER 12083C0518E EFFECTIVE APRIL 19, 2017, THE MAJORITY OF THE PROJECT AREA LIES IN ZONE 'X', AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. A PORTION OF THE NORTH PROJECT AREA LIES IN ZONE "AE", AN AREA DETERMINED TO BE WITHIN THE 0.2% ANNUAL CHANCE FLOOD PLAIN WITH A BASE FLOOD ELEVATION OF 80.0'.

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LOCATION MAP



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OWNER/APPLICANT:
OCALA 42ND STREET RESIDENTIAL, LLC
8660 NW 41ST STREET
DORAL, FL 33166

DEVELOPER:
OCALA 42ND STREET RESIDENTIAL, LLC
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CIVIL ENGINEERING CONSULTANT:
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OAKHURST PROFESSIONAL PARK
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OCALA, FLORIDA 34471

DRAWING INDEX:

SHEET TITLE

PD01 - COVER SHEET
PD02 - PLANNED DEVELOPMENT PLAN
PD03 - MASTER LANDSCAPE PLAN
PD04 - EXISTING TOPOGRAPHY

1 OF 2 - SURVEY
2 OF 2 - SURVEY

LEGAL DESCRIPTION:

A PORTION OF THE NORTH 1/2 OF SECTION 36 AND G.G. PERPALL GRANT, TOWNSHIP 15 SOUTH, RANGE 21 EAST AND A PORTION OF LOTS 7 AND 8, BLOCK "B" OF EL DORADO SUBDIVISION RECORDED IN PLAT BOOK "R" AT PAGES 47, 48 AND 49 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 36, S89°38'59"E, A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 475A (S.W. 27TH AVENUE) (BEING A 100 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID NORTH BOUNDARY ALSO BEING THE SOUTH BOUNDARY OF SAID EL DORADO SUBDIVISION, S89°38'57"E, A DISTANCE OF 2144.75 FEET TO THE S.W. CORNER OF AN EXCEPTION TO THE WARRANTY DEED FOR LOT 7, BLOCK 'B' OF SAID EL DORADO SUBDIVISION, SAID WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2802, PAGE 1283 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY OF EL DORADO SUBDIVISION, ALONG THE WEST BOUNDARY OF SAID EXCEPTION, N00°17'15"E, A DISTANCE OF 14.03 FEET TO THE N.W. CORNER OF SAID EXCEPTION; THENCE ALONG THE NORTH BOUNDARY OF SAID EXCEPTION, S89°37'25"E, A DISTANCE OF 281.57 FEET TO THE N.E. 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CORNER OF SAID EXCEPTION, SAID POINT ALSO BEING ON THE AFOREMENTIONED SOUTH BOUNDARY OF EL DORADO SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY, S89°41'38"E, A DISTANCE OF 57.92 FEET TO A POINT ON THE WESTERLY BOUNDARY OF A 20 FEET WIDE DRAINAGE RIGHT OF WAY AS RECORDED IN ROAD PLAT BOOK III, PAGES 119 AND 121 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY OF EL DORADO SUBDIVISION, ALONG SAID WESTERLY BOUNDARY OF DRAINAGE RIGHT OF WAY, S05°43'36"E, A DISTANCE OF 793.79 FEET; THENCE CONTINUE ALONG SAID WESTERLY BOUNDARY S03°29'21"E, A DISTANCE OF 50.45 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 475C (S.W. 42ND STREET) (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, S55°13'51"W, A DISTANCE OF 351.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1350.00 FEET, A CENTRAL ANGLE OF 28°04'01" AND A CHORD BEARING AND DISTANCE OF S69°14'22"W., 654.72 FEET; THENCE SOUTHWESTERLY ALONG SAID ARC AND RIGHT OF WAY LINE, A DISTANCE OF 661.31 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N89°44'45"W, A DISTANCE OF 582.43 FEET TO THE S.E. CORNER OF THE PERIMETER ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 6072, PAGE 401 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89°45'34" AND A CHORD BEARING AND DISTANCE OF N.44°51'56"W., 49.39 FEET; THENCE NORTHWESTERLY ALONG THE EAST BOUNDARY OF SAID LANDS AND THE ARC OF SAID CURVE, A DISTANCE OF 54.83 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE EAST AND NORTH BOUNDARY OF SAID LANDS THE FOLLOWING SIXTEEN (16) CALLS: N.00°00'04"E., A DISTANCE OF 132.48 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 127.00 FEET, A CENTRAL ANGLE OS 55°47'54" AND A CHORD BEARING AND DISTANCE OF N.27°53'16"W., 118.85 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.68 FEET TO THE POINT OF TANGENCY; THENCE N.55°47'13"W., A DISTANCE OF 109.29 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE 56°03'09" AND A CHORD BEARING AND DISTANCE OF N.27°45'39"W., 93.98 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 97.83 FEET TO THE POINT OF TANGENCY; THENCE N.00°15'56"E., A DISTANCE OF 44.58 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 89°45'06" AND A CHORD BEARING AND DISTANCE OF N.27°36'37"W., 121.56 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 126.50 FEET TO THE POINT OF TANGENCY; THENCE N.55°29'10"W., A DISTANCE OF 61.26 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 34°14'54" AND A CHORD BEARING AND DISTANCE OF N.72°36'37"W., 76.56 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.71 FEET TO THE POINT OF TANGENCY; THENCE N.89°44'04"W., A DISTANCE OF 381.52 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N.44°44'04"W., 42.43 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY; THENCE N.00°15'56"E., A DISTANCE OF 19.87 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 124.00, A CENTRAL ANGLE OF 89°36'28" AND A CHORD BEARING AND DISTANCE OF N.44°32'18"W., 174.76 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 193.93 FEET TO THE POINT OF TANGENCY; THENCE N.89°20'33"W., A DISTANCE OF 33.23 FEET; THENCE N.78°09'40"W., A DISTANCE OF 51.58 FEET; THENCE N.89°20'33"W., A DISTANCE OF 42.37 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°04'22" AND A CHORD BEARING AND DISTANCE OF N.44°18'21"W., 35.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED COUNTY ROAD 475A (S.W. 27TH AVENUE); THENCE DEPARTING THE NORTH BOUNDARY OF SAID LANDS, ALONG THE SAID EAST RIGHT OF WAY LINE, N.00°43'50"E., A DISTANCE OF 445.24 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 56.72 ACRES MORE OR LESS.

PLANNED DEVELOPMENT NOTES:

1. THE PLANNED DEVELOPMENT SHALL BE IN COMPLIANCE WITH ALL CONDITIONS OF ORDINANCE 2022-62.
2. THE PROPERTY OWNER/DEVELOPER SUBMITTED A TRAFFIC IMPACT ANALYSIS CONSISTENT WITH THE CITY'S TRAFFIC STUDY GUIDELINES AND CONCURRENCY MANAGEMENT SYSTEM WITH THE PREVIOUSLY APPROVED P.U.D. THE PROPERTY OWNER/DEVELOPER PROVIDED ALL NECESSARY TRAFFIC IMPROVEMENTS AND MITIGATION AS DETERMINED BY THE PREVIOUS TRAFFIC ANALYSIS, THEREFORE NO FURTHER IMPROVEMENTS ARE REQUIRED IF THE TOTAL DAILY TRIPS RESULTING FROM THE PROPOSED PROJECT ARE LESS THAN OR EQUAL TO WHAT WAS PREVIOUSLY APPROVED.
3. PER CODE OF ORDINANCES SECTION 122-942(a)(4), THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 25% OF THE TOTAL GROSS ACREAGE FOR ALL DEVELOPMENT IN ANY PD PROJECT. AT LEAST 10% OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.
4. OPEN SPACE FOR THIS DEVELOPMENT SHALL INCLUDE ACTIVE AND PASSIVE RECREATION AREAS SUCH AS COURTYARDS, STREETSCAPES/SIDEWALKS, PLAYGROUNDS, WATERWAYS, LANDSCAPED YARDS AND PATIOS, NATURE TRAILS, PRESERVES, AND OTHER SIMILAR OPEN SPACES. WATER RETENTION AREAS THAT ARE DESIGNED AS AESTHETIC LAKES OR PONDS FOR PASSIVE OR ACTIVE RECREATIONAL USE MAY ALSO BE COUNTED AS OPEN SPACE.
5. ANY FENCED WATER RETENTION AREAS, OPEN WATER AREAS BEYOND THE PERIMETER OF THE SITE, PAVED PORTIONS OF STREET RIGHT-OF-WAY, DRIVEWAYS, OFF-STREET PARKING AREAS AND OFF-STREET LOADING AREAS SHALL NOT BE COUNTED IN DETERMINING OPEN SPACE. SIDE YARDS LESS THAN SIX FEET WIDE SHALL NOT BE COUNTED AS OPEN SPACE.
6. ALL LANDSCAPING AND IRRIGATION DESIGN PLANS FOR THE ENTIRE PD ARE REQUIRED TO BE COMPLETED BY A REGISTERED LANDSCAPE ARCHITECT. AN ARBORIST OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL EVALUATE THE TREES ONSITE, PROVIDE NECESSARY TREE PRESERVATION REQUIREMENTS, AND BE INVOLVED IN THE SITE CLEARING PROCESS TO ENSURE THE HEALTHY SURVIVAL OF ALL TREES SHOWN TO BE SAVED ON ANY FINAL LANDSCAPE PLANS.
7. PRIOR TO APPROVAL OF ANY SITE PLAN, AN ENVIRONMENTAL ASSESSMENT MEETING THE REQUIREMENTS OF THE CITY OF OCALA LAND DEVELOPMENT CODE MUST BE APPROVED BY THE CITY OF OCALA.
8. ALL IMPACT FEES WILL BE DETERMINED AT SITE PLAN REVIEW.
9. ALL TRAFFIC CONRTOL MARKINGS, WAYFINDING, AND LIGHTING DESIGN WILL DETERMINED AT SITE PLAN REVIEW.
10. THE FINAL DESIGN, LOCATIONS, AND NUMBER OF FREESTANDING SIGNS SHALL BE REVIEWED AND APPROVED AS PART OF THE SITE PLAN WITH EACH PHASE OF DEVELOPMENT.

No.	REVISIONS	DATE	BY
1	–	–	–

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
1700 SE 17TH STREET, SUITE 200, OCALA, FLORIDA 34471
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
JAMESON A. FREDERICK, P.E.
FLORIDA LICENSE NUMBER
81405
DATE: ——

KHA PROJECT 142263007
DATE APRIL 2024
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY CJC
CHECKED BY JAF

COVER SHEET

GRAND OAKS PHASES 2 AND 3
PREPARED FOR
OCALA 42ND STREET RESIDENTIAL, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
PD01

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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GRAND OAKS PHASES 2 AND 3 PLANNED DEVELOPMENT

CITY OF OCALA, FLORIDA

SECTIONS 25, 36 & 37, TOWNSHIP 15 SOUTH, RANGE 21 EAST

PARCEL IDS: 23930-000-00, 23930-002-00, 23930-003-00, 23930-005-00, 23930-003-01, 23930-003-03

APRIL 2024

TRAFFIC:

Land Use	LUC	Intensity	Daily Trips	AM Peak Hour of Adjacent			PM Peak Hour of Adjacent		
				Total	In	Out	Total	In	Out
Approved PUD Uses[2]									
Multi-family Residential	220	474 DU	2,996	236	47	189	278	181	97
General Office Building	710	30,000 Sq Ft	528	72	63	9	45	8	37
		Subtotal	3,524	308	110	198	323	189	134
Proposed Development[2]									
Multi-family Residential (Low-Rise)	220	48 DU	383	38	9	29	41	26	15
Multi-family Residential (Mid-Rise)	221	480 DU	2,243	200	46	154	188	115	73
General Office Building	710	30,000 Sq Ft	407	59	52	7	61	10	51
		Subtotal	3,033	297	107	190	290	151	139
Difference [proposed uses - approved trips]			**-491**	**-11**	**-3**	**-8**	**-33**	**-38**	**5**

Note 1: Trip Generation is from the approved Grand Oaks Town Center (Stolen Hours) PUD (TIA11-0001, approved February 24, 2012)
Note 2: Trip Generation for the proposed uses is calculated using the following data from ITE's Trip Generation, 11th Edition.

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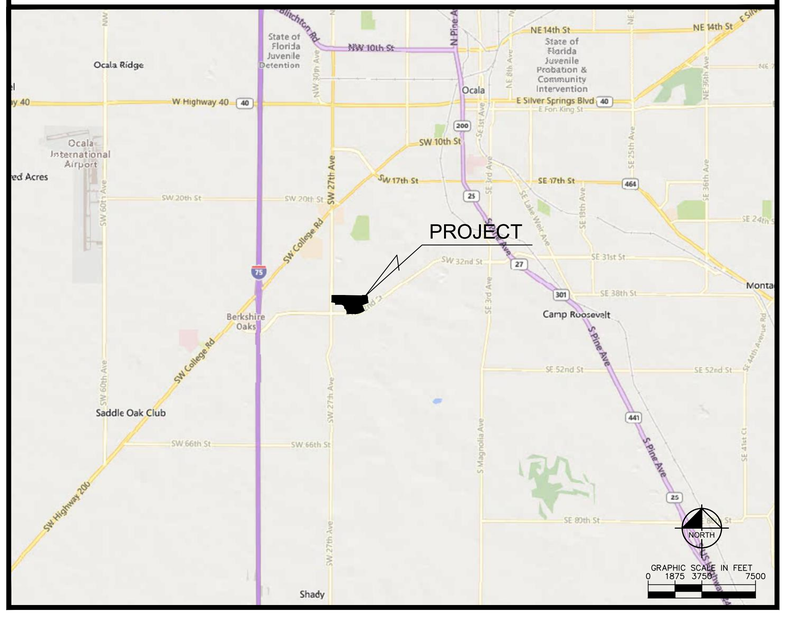
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COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 36, S89°38'59"E, A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 475A (S.W. 27TH AVENUE) (BEING A 100 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID NORTH BOUNDARY ALSO BEING THE SOUTH BOUNDARY OF SAID EL DORADO SUBDIVISION, S89°38'57"E, A DISTANCE OF 2144.75 FEET TO THE S.W. CORNER OF AN EXCEPTION TO THE WARRANTY DEED FOR LOT 7, BLOCK 'B' OF SAID EL DORADO SUBDIVISION, SAID WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2802, PAGE 1283 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY OF EL DORADO SUBDIVISION, ALONG THE WEST BOUNDARY OF SAID EXCEPTION, N00°17'15"E, A DISTANCE OF 14.03 FEET TO THE N.W. CORNER OF SAID EXCEPTION; THENCE ALONG THE NORTH BOUNDARY OF SAID EXCEPTION, S89°37'25"E, A DISTANCE OF 281.57 FEET TO THE N.E. CORNER OF SAID EXCEPTION; THENCE ALONG THE EAST BOUNDARY OF SAID EXCEPTION, S00°00'01"E, A DISTANCE OF 13.99 FEET TO THE S.E. CORNER OF SAID EXCEPTION, SAID POINT ALSO BEING ON THE AFOREMENTIONED SOUTH BOUNDARY OF EL DORADO SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY, S89°41'38"E, A DISTANCE OF 57.92 FEET TO A POINT ON THE WESTERLY BOUNDARY OF A 20 FEET WIDE DRAINAGE RIGHT OF WAY AS RECORDED IN ROAD PLAT BOOK III, PAGES 119 AND 121 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY OF EL DORADO SUBDIVISION, ALONG SAID WESTERLY BOUNDARY OF DRAINAGE RIGHT OF WAY, S05°43'36"E, A DISTANCE OF 793.79 FEET; THENCE CONTINUE ALONG SAID WESTERLY BOUNDARY S03°29'21"E, A DISTANCE OF 50.45 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 475C (S.W. 42ND STREET) (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, S55°13'51"W, A DISTANCE OF 351.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1350.00 FEET, A CENTRAL ANGLE OF 28°04'01" AND A CHORD BEARING AND DISTANCE OF S69°14'22"W., 654.72 FEET; THENCE SOUTHWESTERLY ALONG SAID ARC AND RIGHT OF WAY LINE, A DISTANCE OF 661.31 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N89°44'45"W, A DISTANCE OF 582.43 FEET TO THE S.E. CORNER OF THE PERIMETER ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 6072, PAGE 401 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89°45'34" AND A CHORD BEARING AND DISTANCE OF N.44°51'56"W., 49.39 FEET; THENCE NORTHWESTERLY ALONG THE EAST BOUNDARY OF SAID LANDS AND THE ARC OF SAID CURVE, A DISTANCE OF 54.83 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE EAST AND NORTH BOUNDARY OF SAID LANDS THE FOLLOWING SIXTEEN (16) CALLS: N.00°00'04"E., A DISTANCE OF 132.48 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 127.00 FEET, A CENTRAL ANGLE OS 55°47'54" AND A CHORD BEARING AND DISTANCE OF N.27°53'16"W., 118.85 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.68 FEET TO THE POINT OF TANGENCY; THENCE N.55°47'13"W., A DISTANCE OF 109.29 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE 56°03'09" AND A CHORD BEARING AND DISTANCE OF N.27°45'39"W., 93.98 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 97.83 FEET TO THE POINT OF TANGENCY; THENCE N.00°15'56"E., A DISTANCE OF 44.58 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 55°45'06" AND A CHORD BEARING AND DISTANCE OF N.27°36'37"W., 121.56 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 126.50 FEET TO THE POINT OF TANGENCY; THENCE N.55°29'10"W., A DISTANCE OF 61.26 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 34°14'54" AND A CHORD BEARING AND DISTANCE OF N.72°36'37"W., 76.56 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.71 FEET TO THE POINT OF TANGENCY; THENCE N.89°44'04"W., A DISTANCE OF 381.52 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N.44°44'04"W., 42.43 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY; THENCE N.00°15'56"E., A DISTANCE OF 19.87 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 124.00, A CENTRAL ANGLE OF 89°36'28" AND A CHORD BEARING AND DISTANCE OF N.44°32'18"W., 174.76 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 193.93 FEET TO THE POINT OF TANGENCY; THENCE N.89°20'33"W., A DISTANCE OF 33.23 FEET; THENCE N.78°09'40"W., A DISTANCE OF 51.58 FEET; THENCE N.89°20'33"W., A DISTANCE OF 42.37 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°04'22" AND A CHORD BEARING AND DISTANCE OF N.44°18'21"W., 35.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED COUNTY ROAD 475A (S.W. 27TH AVENUE); THENCE DEPARTING THE NORTH BOUNDARY OF SAID LANDS, ALONG THE SAID EAST RIGHT OF WAY LINE, N.00°43'50"E., A DISTANCE OF 445.24 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 56.72 ACRES MORE OR LESS.

PLANNED DEVELOPMENT NOTES:

1. THE PLANNED DEVELOPMENT SHALL BE IN COMPLIANCE WITH ALL CONDITIONS OF ORDINANCE 2022-62.
2. THE PROPERTY OWNER/DEVELOPER SUBMITTED A TRAFFIC IMPACT ANALYSIS CONSISTENT WITH THE CITY'S TRAFFIC STUDY GUIDELINES AND CONCURRENCY MANAGEMENT SYSTEM WITH THE PREVIOUSLY APPROVED P.U.D. THE PROPERTY OWNER/DEVELOPER PROVIDED ALL NECESSARY TRAFFIC IMPROVEMENTS AND MITIGATION AS DETERMINED BY THE PREVIOUS TRAFFIC ANALYSIS, THEREFORE NO FURTHER IMPROVEMENTS ARE REQUIRED IF THE TOTAL DAILY TRIPS RESULTING FROM THE PROPOSED PROJECT ARE LESS THAN OR EQUAL TO WHAT WAS PREVIOUSLY APPROVED.
3. PER CODE OF ORDINANCES SECTION 122-942(a)(4), THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 25% OF THE TOTAL GROSS ACREAGE FOR ALL DEVELOPMENT IN ANY PD PROJECT. AT LEAST 10% OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.
4. OPEN SPACE FOR THIS DEVELOPMENT SHALL INCLUDE ACTIVE AND PASSIVE RECREATION AREAS SUCH AS COURTYARDS, STREETSCAPES/SIDEWALKS, PLAYGROUNDS, WATERWAYS, LANDSCAPED YARDS AND PATIOS, NATURE TRAILS, PRESERVES, AND OTHER SIMILAR OPEN SPACES. WATER RETENTION AREAS THAT ARE DESIGNED AS AESTHETIC LAKES OR PONDS FOR PASSIVE OR ACTIVE RECREATIONAL USE MAY ALSO BE COUNTED AS OPEN SPACE.
5. ANY FENCED WATER RETENTION AREAS, OPEN WATER AREAS BEYOND THE PERIMETER OF THE SITE, PAVED PORTIONS OF STREET RIGHT-OF-WAY, DRIVEWAYS, OFF-STREET PARKING AREAS AND OFF-STREET LOADING AREAS SHALL NOT BE COUNTED IN DETERMINING OPEN SPACE. SIDE YARDS LESS THAN SIX FEET WIDE SHALL NOT BE COUNTED AS OPEN SPACE.
6. ALL LANDSCAPING AND IRRIGATION DESIGN PLANS FOR THE ENTIRE PD ARE REQUIRED TO BE COMPLETED BY A REGISTERED LANDSCAPE ARCHITECT. AN ARBORIST OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL EVALUATE THE TREES ONSITE, PROVIDE NECESSARY TREE PRESERVATION REQUIREMENTS, AND BE INVOLVED IN THE SITE CLEARING PROCESS TO ENSURE THE HEALTHY SURVIVAL OF ALL TREES SHOWN TO BE SAVED ON ANY FINAL LANDSCAPE PLANS.
7. PRIOR TO APPROVAL OF ANY SITE PLAN, AN ENVIRONMENTAL ASSESSMENT MEETING THE REQUIREMENTS OF THE CITY OF OCALA LAND DEVELOPMENT CODE MUST BE APPROVED BY THE CITY OF OCALA.
8. ALL IMPACT FEES WILL BE DETERMINED AT SITE PLAN REVIEW.
9. ALL TRAFFIC CONRTOL MARKINGS, WAYFINDING, AND LIGHTING DESIGN WILL DETERMINED AT SITE PLAN REVIEW.
10. THE FINAL DESIGN, LOCATIONS, AND NUMBER OF FREESTANDING SIGNS SHALL BE REVIEWED AND APPROVED AS PART OF THE SITE PLAN WITH EACH PHASE OF DEVELOPMENT.

No.	REVISIONS	DATE	BY
1	–	–	–

Kimley»Horn

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1700 SE 17TH STREET, SUITE 200, OCALA, FLORIDA 34471
PHONE: 352-438-3000
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LICENSED PROFESSIONAL — JAMESON A. FREDERICK, P.E.
FLORIDA LICENSE NUMBER 81405
DATE: ——

KHA PROJECT 142263007
DATE APRIL 2024
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY CJC
CHECKED BY JAF

COVER SHEET

GRAND OAKS PHASES 2 AND 3
PREPARED FOR
OCALA 42ND STREET RESIDENTIAL, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
PD01

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SITE DATA TABLE	
PROJECT LOCATION	GRAND OAKS TOWN CENTER
OWNER/DEVELOPERS	OWNER: OCALA 42ND STREET RESIDENTIAL, LLC 8660 NW 41ST STREET DORAL, FLORIDA 33166 DEVELOPER: LEON OCALA HOLDINGS III, LLC 8600 NW 41ST STREET DORAL, FLORIDA 33166
PROPOSED ZONING	PD (PLANNED DEVELOPMENT)
FUTURE LAND USE	LOW INTENSITY
PARCEL ACCOUNT NUMBERS	23930-000-00, 23930-002-00, 23930-003-00, 23930-005-00, 23930-003-01, 23930-003-03
SITE GROSS AREA	±56.72 ACRES
OPEN SPACE: REQUIRED TOTAL OPEN SPACE (MIN.) REQUIRED AGGREGATE OPEN SPACE*	±14.18 AC. (25% OF GROSS ACREAGE) ±1.42 AC. (10% OF TOTAL OPEN SPACE)
MAXIMUM FLOOR AREA RATIO	0.50 (50.0%)
BUILDING SETBACKS	FRONT YARD = 20' SIDE YARD = 8' REAR YARD = 25'
STREET WIDENING SETBACK	ZERO
PROPOSED BUFFERS	NORTH = 50' NATURAL ENHANCED BUFFER WEST = 25' NATURAL ENHANCED BUFFER SOUTH/EAST = 10' LANDSCAPED BUFFER
MAXIMUM BUILDING HEIGHT	50 FEET
ROADS	PRIVATE
UTILITIES	CITY OF OCALA
DRAINAGE	PRIVATE
AMENITIES	COMMUNITY CLUBHOUSE, POOL, LANDSCAPED & OPEN AREAS

* AGGREGATE OPEN SPACE SHALL BE PROVIDED PER SECTION 122-942(4) OF THE CITY OF OCALA LAND DEVELOPMENT REGULATIONS.

DEVELOPMENT PROGRAM TABLE			
DESIGNATION	ACREAGE	ALLOWABLE USES	DENSITY
COM	± 4.26	• PROFESSIONAL OFFICE • MEDICAL OFFICE • OTHER USES ALLOWED WITHIN THE B-2 ZONING CLASSIFICATION	UP TO 30,000 SQ. FT.*
RES	± 52.46	• MULTIFAMILY RESIDENTIAL • TOWNHOMES • RECREATIONAL USES	UP TO 480 MULTI-FAMILY UNITS AND UP TO 48 TOWNHOMES*

★ THE PROPOSED DENSITIES MAY BE CHANGED AS DEVELOPMENT OCCURS WITHIN THE PLANNED DEVELOPMENT SO LONG AS THE TOTAL DAILY TRIPS DO NOT EXCEED THOSE DEFINED IN THE PREVIOUSLY APPROVED P.U.D. AND TRAFFIC IMPACT ANALYSIS.

PARKING REQUIREMENTS:
EACH DEVELOPMENT WITHIN THE PD SHALL MEET THE REQUIREMENTS IN SECTIONS 122-1001 THROUGH 122-1016 OF THE CITY OF OCALA CODE OF ORDINANCES.

WAYFINDING SIGNAGE:
WAYFINDING/INTERNAL SIGN LOCATIONS AND DESIGN WILL BE SHOWN AT THE DEVELOPMENT PLAN STAGE.

DESIGN:
THIS PLAN IS CONCEPTUAL IN NATURE. FINAL LAYOUTS WILL BE DETERMINED AT THE SITE PLAN STAGE AND ADJUSTED BASED ON ENGINEERING AND MARKET FACTORS.

PHASING:
ANTICIPATED PHASING OF THE PROJECT IS AS SHOWN. PHASING MAY BE MODIFIED DURING DEVELOPMENT. PHASES 2 AND 3 ARE INDEPENDENT OF EACH OTHER.

GENERAL LOCATION OF GROUND MOUNTED MAIN SIGNAGE, SEE PD STANDARDS FOR REQUIREMNETS

No.	REVISIONS	DATE	BY
1	CITY OF OCALA RAI	3-29-2024	CJC

Kimley»Horn

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WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL

JAMESON A. FREDERICK, P.E.

FLORIDA LICENSE NUMBER
81405

DATE: _____

KHA PROJECT
142263007

DATE
JUNE 2024

SCALE AS SHOWN

DESIGNED BY KHA

DRAWN BY CJC

CHECKED BY JAF

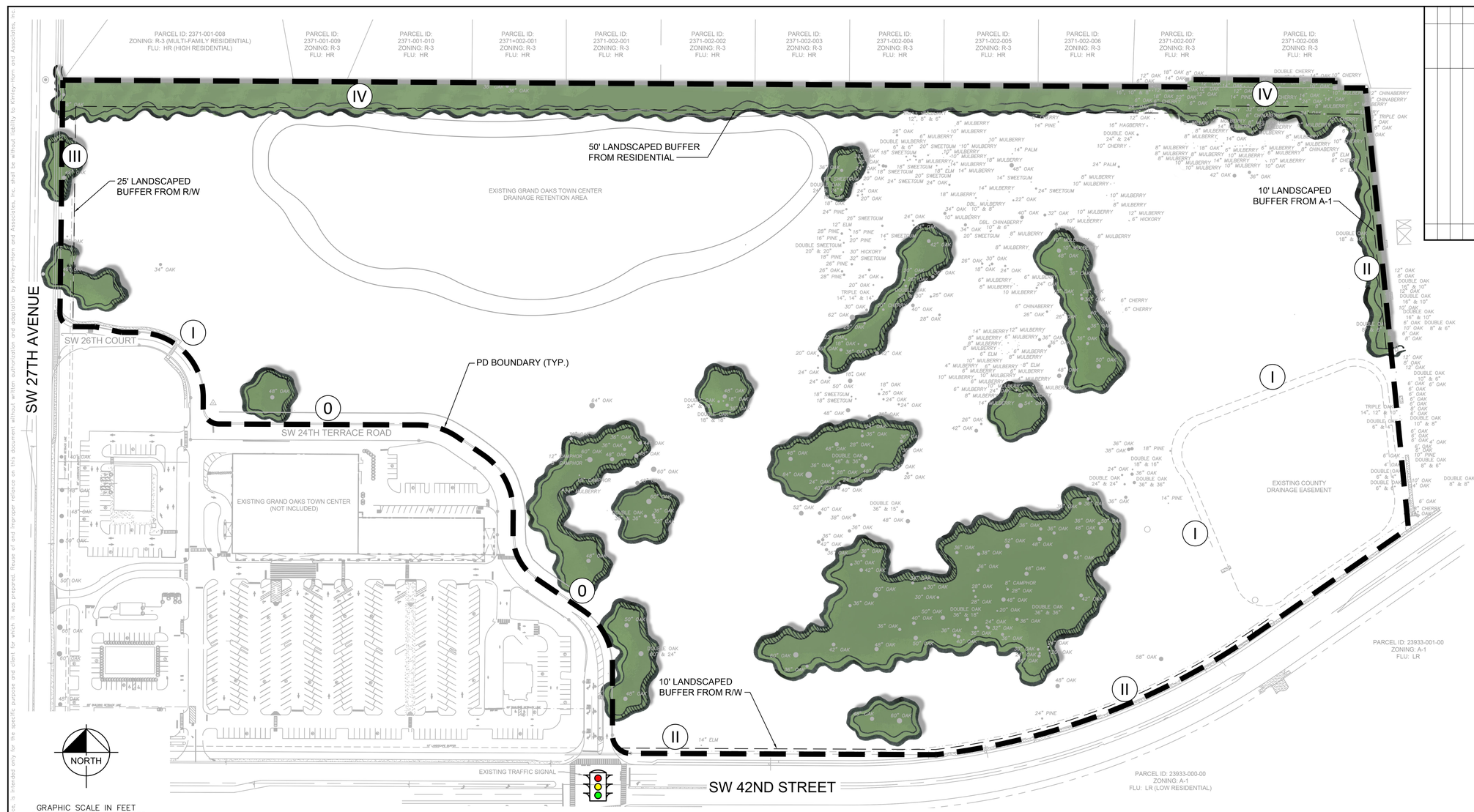
PLANNED DEVELOPMENT PLAN

GRAND OAKS
PHASES 2 AND 3
PREPARED FOR
OCALA 42ND STREET
RESIDENTIAL, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
PD02

K:\OCA_Civil\142263007-Grand Oaks\Engr\CAD\Plan Sheets\PD02 Planned Development Plan.dwg, Lay-out:PD02 PLANNED DEVELOPMENT PLAN, Jun 14, 2024 - 2:08pm, Colin Cole
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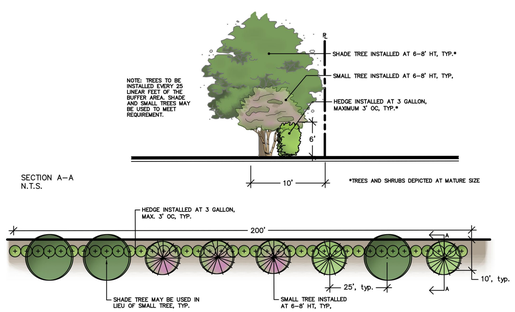
LAND USE LEGEND

- APPROXIMATE LOCATION OF TREES TO REMAIN
- PD BOUNDARY

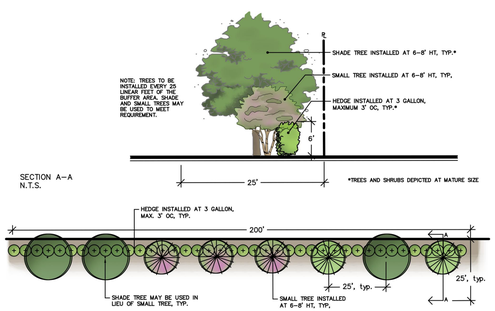
BUFFER TABLE	
0	EXISTING BUFFER TO REMAIN / NO BUFFERING PROPOSED
I	CONTINUOUS HEDGE ROW
II	10' LANDSCAPED BUFFER
III	25' LANDSCAPED BUFFER
IV	50' LANDSCAPED BUFFER

TREE PRESERVATION REQUIREMENTS:
EXISTING VIABLE SHADE TREES SHALL BE PRESERVED WITHIN THE PD AS REQUIRED IN SEC. 118-101.b OF THE CITY OF OCALA CODE OF ORDINANCES. IF THE REQUIRED NUMBER OF SHADE TREES CANNOT BE PRESERVED AT THE TIME OF A PARCEL'S DEVELOPMENT, THEN EACH DEVELOPER SHALL MITIGATE PER SEC. 118-101.b. TO PROVIDE THE REQUIRED REPLACEMENT INCHES OR MAKE A PAYMENT TO THE CITY'S TREE MITIGATION FUND.

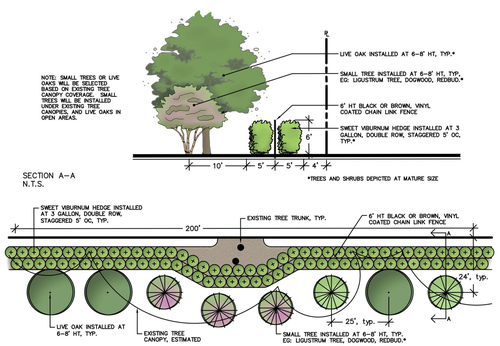
MINIMUM TREE COVERAGE:
POST-DEVELOPMENT TREE COVERAGE WITHIN THE PD SHALL COMPLY WITH ALL REQUIREMENTS IN SEC. 118 OF THE CITY OF OCALA CODE OF ORDINANCES.



II 10' LANDSCAPED BUFFER
SCALE: N.T.S.



III 25' LANDSCAPED BUFFER
SCALE: N.T.S.



IV 50' LANDSCAPED BUFFER
SCALE: N.T.S.

No.	REVISIONS	DATE	BY
1			

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LICENSED PROFESSIONAL
JAMESON A. FREDERICK, P.E.
FLORIDA LICENSE NUMBER 81405
DATE: _____

KHA PROJECT	142263007
DATE	APRIL 2024
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	CJC
CHECKED BY	JAF

MASTER LANDSCAPE PLAN

GRAND OAKS
PHASES 2 AND 3
PREPARED FOR
OCALA 42ND STREET
RESIDENTIAL, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
PD03

K:\OCA_Civil\142263007-Oaks42nd\Dsn\CADD\Plan Sheets\PD03 Master Landscape Plan.dwg Layout:PD03 MASTER LANDSCAPE PLAN Apr 17, 2024 Colin.Cole
XREFS: ddoster-142263001 ttt-address-oca Drawings\Data.xlbase - 142263007-xSurvey_NEW - 142263007
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Exhibit B

Grand Oaks Phases 2 and 3 PD Standards Book

GRAND OAKS PHASES 2 AND 3

PLANNED DEVELOPMENT

PD STANDARDS

Prepared for:

Ocala 42nd Street Residential, LLC.

Prepared by:

Kimley-Horn and Associates, Inc.

JUNE 2024

1700 SE 17th Street, Suite 200
Ocala, Florida 34471
352 438 3000

PD PLAN


PHASE 3
COM
±4.26 ACRES
PHASE 2
RES
±52.46 ACRES
SW 27TH AVENUE
SW 26TH COURT
SW 24TH TERRACE ROAD
SW 42ND STREET
PROPOSED FULL ACCESS FROM SW 26TH COURT
PROPOSED FULL ACCESS FROM SW 24TH TERRACE ROAD
PROPOSED FULL ACCESS FROM SW 42ND STREET
PROPOSED 10' LANDSCAPED BUFFER
PROPOSED CONTINUOUS HEDGE ROW
PD BOUNDARY (TYP.)
20' LANDSCAPED BUFFER
50' LANDSCAPED BUFFER
DRA
NORTH
GRAPHIC SCALE IN FEET
0 50 100 200
LAND USE LEGEND
SITE DATA TABLE
DEVELOPMENT PROGRAM TABLE
GENERAL LOCATION OF GROUND MOUNTED MAIN SIGNAGE, SEE PD STANDARDS FOR REQUIREMENTS
PLANNED DEVELOPMENT PLAN
GRAND OAKS PHASES 2 AND 3
PREPARED FOR
OCALA 42ND STREET RESIDENTIAL, LLC
SHEET NUMBER
PD02

INTRODUCTION

The Grand Oaks Phases 2 and 3 Planned Development ("PD Plan") is approximately ±56.72 acres located within the City of Ocala (Parcel Numbers: 23930-000-00, 23930-002-00, 23930-003-00, 23930-003-01, 23930-003-03, and 23930-005-00), east of the intersection of SW 42nd Street and SW 27th Avenue. The property is located within an area of the City that includes a diverse mix of existing land uses that support the goals defined in the City's Comprehensive Plan.

The PD Plan provides a blueprint for the preferred development patterns, design qualities, and transportation systems that should be encouraged for this project consisting of up to 480 multifamily units, 48 townhomes, and 30,000 square feet (S.F.) of medical office, professional office or other uses allowed within the B-2 zoning classification.

Consistent with requirements for a PD Plan, these PD Standards ("Standards") establish project objectives that are appropriate for planning. It is expected that during the review, the following activities will take place:

1. PD Plans will be prepared and submitted through the City of Ocala development review process.

2. Updates to building architecture and articulation will be amended if needed to reflect design.

3. Adjustments to the Standards contained in this document will be submitted by the developer and approved by the City at a staff level as permitted in Sec. 122-946 of the City's Code of Ordinances, prior to review by the City Council.

These Standards serve as the foundation for the planning and development efforts of the plan, following the provisions of the City's Planned Development (PD) district and Low Intensity Future Land Use classification. In compliance with the City's PD requirements, the PD Plan is comprised of components intended to provide assurance that the development of the property complies with the requirements of the City's Comprehensive Plan and Chapter 122 of the Code of Ordinances. The PD Plan and Standards are the culmination of a comprehensive and collaborative planning process designed to provide the framework for development within this area.

The Standards have been prepared to encourage and regulate the mix of uses within the development in accordance with this document, including building and site design elements, which help ensure the provision of sound and sustainable land use planning. These components are more fully described and presented throughout this document and include the PD Plan, delineation and identification of Planning Area and Standards for development. This application is consistent with the City of Ocala's Low Intensity Future Land Use classification and PD zoning district.

These Standards may be amended, as permitted in Sec. 122-946, by the Applicant and/or their designee from time to time to reflect changes in market conditions and development processes. The PD Plan includes standards that have been developed based on existing site features, available infrastructure, the City's overall vision for the area, and similarly situated residential developments. The PD Plan provides sustainable land use that is compatible internally and with adjacent properties. The Standards provide flexibility to best respond to current and future market forces, changes in building and development patterns, and community demographics. The project's proposed densities and intensities are consistent with the Low Intensity land use classification of the City's adopted Comprehensive Plan.

OVERALL GUIDING PRINCIPLES

This PD Plan includes a mix of proposed uses, including up to 480 multifamily units, 48 townhomes, and 30,000 S.F. of medical office, professional office or other uses allowed within the B-2 zoning classification. The following guiding principles are intended to provide a framework for development and provide for implementation of the overall vision.

- Buildings should be organized and arranged to reinforce internal drives, provide transit opportunities (when appropriate), and complement the site's topography, vegetation, or other natural features.
- The overall site design intent shall be to strengthen building-to-street relationships and to reinforce a balance between pedestrian and vehicular movements. The location of a building entrance is a key design element that can enhance or detract from a strong building/pedestrian connection. Emphasis shall be placed on logical and rational building entrances and the connection to the primary road frontage of the building.
- The location and design of surface parking is important in establishing the character of the project. Surface parking shall generally be designed as described in Section 122, Article V, Division 29 and Article VI of the Code of Ordinances.
- Building form should articulate site access points and other points of interest to assist in pedestrian and vehicular wayfinding.
- Buildings should be articulated to highlight access to building entrances and public/common spaces. Design elements may include but not limited to, canopies, overhangs, recesses, projections, arcades, arches, or display windows.
- Access driveways have been designed and are shown to minimize congestion.
- Pedestrian and automobile traffic should be separated to the extent possible. Where such traffic conflicts occur, consideration should be given to special paving or similar techniques to clearly mark such crossings.
- Large parking areas should contain clearly defined pedestrian corridors to provide safe access to adjacent buildings.
- Speed and traffic calming measures along internal drives should be analyzed at the site plan review stage (where needed) to prevent automobiles from driving at excessive speeds.
- Crosswalks may use enhanced paving materials that are complementary to adjacent development.
- Public space may be coordinated with water management facilities to provide amenities, such as water feature overlooks or paths.
- Driveway and parking lot areas should be illuminated for safe maneuvering of motor vehicles. Lighting assemblies along driveways shall be consistent in type and color, with those used in the common areas, and should generally not exceed 35 feet in height; pedestrian level lighting should generally not exceed 16 feet in height. Light fixtures may allow for additional elements, such as non-commercial banners or hanging planters. Lighting should include cut-off fixtures, where appropriate, and light shall not spill beyond parcel boundaries. Lighting adjacent to the exterior boundary or neighboring residential shall be 16 feet in height and shielded to limit impacts on surrounding properties.

DEVELOPMENT STANDARDS

These Standards are intended to provide flexibility in design while meeting the City's intent for development in this region. These Standards and supporting application materials allow for proper development with the intent to minimize impacts to and from adjoining land uses. Site development must be ever mindful of the emphasis on pedestrian connectivity with safe and inviting design addressing convenient access for walking and biking within the area. Such emphasis shall be achieved at all development stages. The overall program distribution may be adjusted according to the needs of the community, providing the total densities and intensities included in the PD Plan are not exceeded. The proposed PD Plan provides appropriate buffers, setbacks, and development standards to mitigate impacts to existing adjoining uses.

This PD Standards book is intended to communicate the general design intent of the project. When the opportunity arises to present a superior design alternative that may not adhere to each and every standard in this book, the City of Ocala may permit such superior design alternatives through an administrative review and approval of the referenced project.

Table 1: Development Standards

Standard	Requirements
Site Area	±56.72 acres
Intensity (minimum and maximum FAR)	0.0 (min), 0.50 (max)
Maximum Density	12 Units / Ac. (Residential)
Minimum Setbacks (feet)[1]	Front Yard: 20’ Side Yard: 8’ Rear Yard: 25’
Minimum Lot Size	N/A
Building Height	Maximum 50 feet
Building Service Areas	Buildings shall be organized to group the utilitarian functions away from the public view from public streets. Delivery and loading operations, HVAC equipment, dumpster locations, backflow preventers and other utility and service functions shall be incorporated into the overall design of the building and landscaping.
Dumpsters	Dumpsters shall be screened consistent with City standards; with construction materials that complement the primary building.
Parking	Parking shall be pursuant to Article VI of the Land Development Code. Developments may provide shared parking facilities as permitted by City Code or detailed parking study.
Utilities	Utilities should be located/buried such that tree installations are possible.
Lighting	Lighting assemblies along driveways shall be consistent in type and color and should generally not exceed 35 feet in height; pedestrian level lighting should generally not exceed 16 feet in height. Light fixtures may allow for additional elements, such as banners or hanging planters. Lighting adjacent to exterior boundary shall shielded to limit impacts on surrounding properties.

Table 1: Development Standards	
Standard	**Requirements**
Signage	Signage along public roadways shall be limited to ground-mounted monument signage and be generally consistent with the existing signage located in Phase 1 of the Planned Development, using similar materials and colors. Signage shall be provided for the proposed uses and for pedestrian safety based on applicable portions of the Code of Ordinances, Chapter 110, Article III, Division 2. This shall include Sec.110-158 (1)(c). Back lighting or external illumination shall be allowed. Internal monument signs and wayfinding signage shall be identified on the site development plans and will be permitted separately as required in the Code of Ordinances.
Buffers[1]	North = 50' Natural Enhanced Buffer West = 25' Natural Enhanced Buffer South/East = 10' Landscaped Buffer Buffers shall comply with Sec. 122-260, except where shown otherwise on the PD Plan. Buffers and landscaping are proposed to be provided based on the type and intensity of development.
Open Space	25% minimum. See notes and site data on plan. Open space shall be clustered into larger tracts/areas. Aggregate Open Space is provided by the overall PD via common area retention facilities, pedestrian facilities, and common area landscaping. Each PD tract plan must demonstrate that the required Open Space areas are provided compliant with Section 122-942 of the Code of Ordinances.
Exterior Elevations	Exterior elevations are provided within this booklet.
Accent Materials	Accent features shall be provided to ensure an aesthetically pleasing development. These may include elements reflected in the illustrative graphics included in the PD Plan, including, but not limited to, pavers, landscape islands with vertical plantings, accent building materials, and other architectural features.
Lots and Roadway Alignment	Lot acreage and delineation/boundary may be adjusted at the time of the formal site plan for minor engineering and planning considerations, subject to City approval.
Access	The proposed development shall be provided access to the public road as generally illustrated in the PD Plan.
Tree Preservation Requirements	Existing viable shade trees shall be preserved within the PD as required in Sec. 118-101.b of the City of Ocala Code of Ordinances. If the required number of shade trees cannot be preserved at the time of a parcel's development, then each developer shall mitigate per Sec. 118-101.b to provide the required replacement inches or make a payment into the City's tree mitigation fund.
Minimum Tree Coverage	Post-development tree coverage within the PD shall comply with all requirements in Sec.118 of the City of Ocala of Ordinances.

[1] Buffers may include trails and other similar passive recreation uses, including but not limited to landscaping, fencing, drainage/water retention areas, walls, signage, and underground utilities.

TYPICAL BUILDING ELEVATIONS, ARTICULATION, AND ACCENT MATERIALS

MULTI-FAMIILY APARTMENTS





TYPICAL BUILDING ELEVATIONS, ARTICULATION AND ACCENT MATERIALS

MULTI-FAMILY TOWNHOMES





TYPICAL BUILDING ELEVATIONS, ARTICULATION AND ACCENT MATERIALS

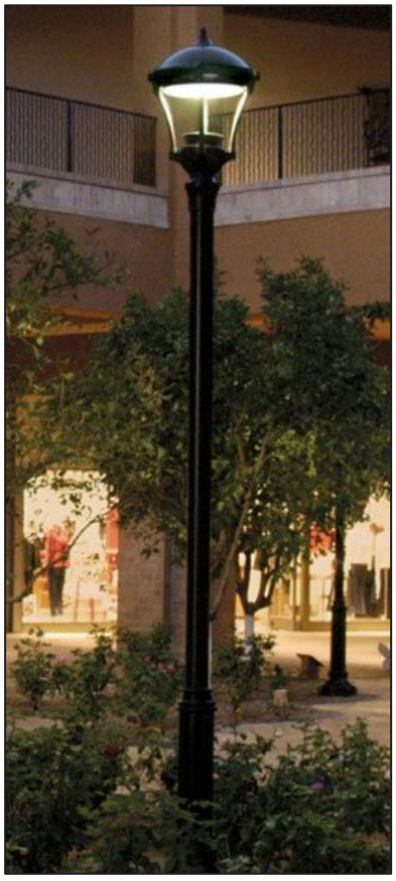
MEDICAL OFFICE BUILDING



EXISTING PHASE 1 LIGHTING



PROPOSED PEDESTRIAN-LEVEL LIGHTING



TYPICAL BUILDING ELEVATIONS, ARTICULATION AND ACCENT MATERIALS

EXISTING SIGNAGE



CONCEPTUAL RESIDENTIAL MONUMENT SIGNAGE



TYPICAL BUILDING ELEVATIONS, ARTICULATION AND ACCENT MATERIALS

CONCEPTUAL LINE OF SIGHT – NORTH BOUNDARY

