

# **OCALA PRESERVE**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**May 5, 2023**

**BOARD OF SUPERVISORS  
REGULAR  
MEETING AGENDA**

**Ocala Preserve**  
**Community Development District**

**AGENDA**  
**LETTER**

**Ocala Preserve Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

April 28, 2023

Board of Supervisors  
Ocala Preserve Community Development District

Dear Board Members:

The Board of Supervisors of the Ocala Preserve Community Development District will hold a Regular Meeting on May 5, 2023 at 11:00 a.m., at The Club at Ocala Preserve, 4021 NW 53rd Avenue Road, Ocala, Florida 34482. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2023-01, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
4. Ratification of Engagement with Jere Earlywine at Kutak Rock LLP
  - Consideration of Fee Agreement
5. Consideration of Ocala Preserve Association, Inc., CDD/HOA Maintenance Agreement
6. Ratification of the Acquisition and Turnover of the Phase 12A Utilities Improvements
7. Ratification of Marion County Property Appraiser Uniform Collection Agreement
8. Acceptance of Unaudited Financial Statements as of March 31, 2023
9. Approval of August 5, 2022 Public Hearings and Regular Meeting Minutes
10. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer: *Atwell, LLC*

**ATTENDEES:**

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- 41 Registered Voters in District as of April 15, 2023
- NEXT MEETING DATE: June 2, 2023 at 11:00 AM

○ QUORUM CHECK

SEAT 1	CHRISTIAN COTTER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	MARY MOULTON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	TY VINCENT	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	MARK ROSCOE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	RYAN ZOOK	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

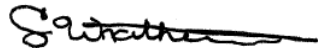
11. Board Members' Comments/Requests

12. Public Comments

13. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 943 865 3730**



# **Ocala Preserve**

## **COMMUNITY DEVELOPMENT DISTRICT**

**3**

**RESOLUTION 2023-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Ocala Preserve Community Development District (“**District**”) prior to June 15, 2023, the proposed operating budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT:**

**1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

**2. SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

**DATE:** \_\_\_\_\_  
**HOUR:** \_\_\_\_\_  
**LOCATION:** The Club at Ocala Preserve  
4021 NW 53rd Avenue Road  
Ocala, Florida 34482

**3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Marion County at least 60 days prior to the hearing set above.

**4. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

**5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

**6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 5th day of May, 2023.

ATTEST:

**OCALA PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2023/2024 Budget

**Exhibit A: Fiscal Year 2023/2024 Budget**

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2024**

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1
Definitions of General Fund Expenditures	2
Debt Service Fund Budget - Series 2021	3
Amortization Schedule - Series 2021	4 - 5
Assessment Summary	6

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 02/28/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 32,762				\$ 32,762
Allowable discounts (4%)	(1,310)				(1,310)
Assessment levy: on-roll - net	31,452	\$ 12,347	\$ 19,105	\$ 31,452	31,452
Assessment levy: off-roll	75,828	23,082	52,746	75,828	75,828
Landowner contribution	-	14,404	396	14,800	-
Interest	-		-	-	-
Total revenues	<u>107,280</u>	<u>49,833</u>	<u>72,247</u>	<u>122,080</u>	<u>107,280</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording**	48,000	21,250	26,750	48,000	48,000
Legal	25,000	1,989	23,011	25,000	25,000
Engineering	2,000	907	1,093	2,000	2,000
Audit	6,000	-	6,000	6,000	6,000
Arbitrage rebate calculation*	1,000	-	1,000	1,000	1,000
Dissemination agent*	2,000	833	1,167	2,000	2,000
Trustee* - series 2021	4,750	4,031	719	4,750	4,750
Trustee* - series 2022	4,750	-	4,750	4,750	4,750
Debt service fund accounting	3,000	-	3,000	3,000	3,000
Telephone	200	83	117	200	200
Postage	500	16	484	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,500	-	1,500	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,375	-	5,375	5,500
Contingencies/bank charges	500	-	500	500	500
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Tax collector	983	246	737	983	983
Total expenditures	<u>107,273</u>	<u>35,818</u>	<u>71,330</u>	<u>107,148</u>	<u>107,273</u>
Excess/(deficiency) of revenues over/(under) expenditures	7	14,015	917	14,932	7
Fund balance - beginning (unaudited)	-	(14,932)	(917)	(14,932)	-
Fund balance - ending	<u>\$ 7</u>	<u>\$ (917)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7</u>

\* These items will be realized when bonds are issued

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording**	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	6,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	1,000
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt &amp; Associates serves as dissemination agent.</p>	
Trustee* - series 2021	4,750
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Trustee* - series 2022	4,750
Debt service fund accounting	3,000
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	1,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210
Tax collector	983
Total expenditures	<u><u>\$107,273</u></u>



**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2021  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 02/28/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 232,723				\$ 232,723
Allowable discounts (4%)	(9,309)				(9,309)
Net assessment levy - on-roll	223,414	\$ 87,711	\$ 135,703	\$ 223,414	223,414
Interest	-	719	-	719	-
Total revenues	223,414	88,430	135,703	224,133	223,414
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	95,000	95,000	-	95,000	85,000
Interest	129,587	65,358	64,229	129,587	127,449
Tax collector	6,982	1,745	5,237	6,982	6,982
Total expenditures	231,569	162,103	69,466	231,569	219,431
Excess/(deficiency) of revenues over/(under) expenditures	(8,155)	(73,673)	66,237	(7,436)	3,983
Fund balance:					
Beginning fund balance (unaudited)	212,535	210,246	136,573	210,246	202,810
Ending fund balance (projected)	<u>\$204,380</u>	<u>\$ 136,573</u>	<u>\$ 202,810</u>	<u>\$ 202,810</u>	<u>206,793</u>
Use of fund balance:					
Debt service reserve account balance (required)					(53,526)
Principal and interest expense - November 1, 2024					(148,220)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 5,047</u>

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2021 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/22			52,286.00	52,286.00	3,855,000.00
11/01/22	95,000.00	2.375%	65,357.50	160,357.50	3,760,000.00
05/01/23			64,229.38	64,229.38	3,760,000.00
11/01/23	85,000.00	2.375%	64,229.38	149,229.38	3,675,000.00
05/01/24			63,220.00	63,220.00	3,675,000.00
11/01/24	85,000.00	2.375%	63,220.00	148,220.00	3,590,000.00
05/01/25			62,210.63	62,210.63	3,590,000.00
11/01/25	85,000.00	2.375%	62,210.63	147,210.63	3,505,000.00
05/01/26			61,201.25	61,201.25	3,505,000.00
11/01/26	90,000.00	2.375%	61,201.25	151,201.25	3,415,000.00
05/01/27			60,132.50	60,132.50	3,415,000.00
11/01/27	90,000.00	2.875%	60,132.50	150,132.50	3,325,000.00
05/01/28			58,838.75	58,838.75	3,325,000.00
11/01/28	95,000.00	2.875%	58,838.75	153,838.75	3,230,000.00
05/01/29			57,473.13	57,473.13	3,230,000.00
11/01/29	95,000.00	2.875%	57,473.13	152,473.13	3,135,000.00
05/01/30			56,107.50	56,107.50	3,135,000.00
11/01/30	100,000.00	2.875%	56,107.50	156,107.50	3,035,000.00
05/01/31			54,670.00	54,670.00	3,035,000.00
11/01/31	100,000.00	2.875%	54,670.00	154,670.00	2,935,000.00
05/01/32			53,232.50	53,232.50	2,935,000.00
11/01/32	105,000.00	3.100%	53,232.50	158,232.50	2,830,000.00
05/01/33			51,605.00	51,605.00	2,830,000.00
11/01/33	110,000.00	3.100%	51,605.00	161,605.00	2,720,000.00
05/01/34			49,900.00	49,900.00	2,720,000.00
11/01/34	110,000.00	3.100%	49,900.00	159,900.00	2,610,000.00
05/01/35			48,195.00	48,195.00	2,610,000.00
11/01/35	115,000.00	3.100%	48,195.00	163,195.00	2,495,000.00
05/01/36			46,412.50	46,412.50	2,495,000.00
11/01/36	120,000.00	3.100%	46,412.50	166,412.50	2,375,000.00
05/01/37			44,552.50	44,552.50	2,375,000.00
11/01/37	125,000.00	3.100%	44,552.50	169,552.50	2,250,000.00
05/01/38			42,615.00	42,615.00	2,250,000.00
11/01/38	125,000.00	3.100%	42,615.00	167,615.00	2,125,000.00
05/01/39			40,677.50	40,677.50	2,125,000.00
11/01/39	130,000.00	3.100%	40,677.50	170,677.50	1,995,000.00
05/01/40			38,662.50	38,662.50	1,995,000.00
11/01/40	135,000.00	3.100%	38,662.50	173,662.50	1,860,000.00
05/01/41			36,570.00	36,570.00	1,860,000.00
11/01/41	140,000.00	3.100%	36,570.00	176,570.00	1,720,000.00
05/01/42			34,400.00	34,400.00	1,720,000.00
11/01/42	145,000.00	4.000%	34,400.00	179,400.00	1,575,000.00
05/01/43			31,500.00	31,500.00	1,575,000.00
11/01/43	150,000.00	4.000%	31,500.00	181,500.00	1,425,000.00
05/01/44			28,500.00	28,500.00	1,425,000.00
11/01/44	155,000.00	4.000%	28,500.00	183,500.00	1,270,000.00
05/01/45			25,400.00	25,400.00	1,270,000.00
11/01/45	160,000.00	4.000%	25,400.00	185,400.00	1,110,000.00

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2021 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/46			22,200.00	22,200.00	1,110,000.00
11/01/46	165,000.00	4.000%	22,200.00	187,200.00	945,000.00
05/01/47			18,900.00	18,900.00	945,000.00
11/01/47	175,000.00	4.000%	18,900.00	193,900.00	770,000.00
05/01/48			15,400.00	15,400.00	770,000.00
11/01/48	180,000.00	4.000%	15,400.00	195,400.00	590,000.00
05/01/49			11,800.00	11,800.00	590,000.00
11/01/49	190,000.00	4.000%	11,800.00	201,800.00	400,000.00
05/01/50			8,000.00	8,000.00	400,000.00
11/01/50	195,000.00	4.000%	8,000.00	203,000.00	205,000.00
05/01/51			4,100.00	4,100.00	205,000.00
11/01/51	205,000.00	4.000%	4,100.00	209,100.00	-
<b>Total</b>	<b>3,760,000.00</b>		<b>2,317,181.90</b>	<b>6,077,181.90</b>	

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

**On-Roll - Phase One**

<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2024 O&amp;M Assessment per Unit</b>	<b>FY 2024 DS Assessment per Unit</b>	<b>FY 2024 Total Assessment per Unit</b>	<b>FY 2023</b>
					<b>Total Assessment per Unit</b>
Townhome/Villa 36'	84	\$ 87.83	\$ 623.88	\$ 711.71	\$ 711.71
Single Family 40'	22	97.58	693.19	790.77	790.77
Single Family 45'	1	109.78	779.84	889.62	889.62
Single Family 50'	126	121.98	866.49	988.47	988.47
Single Family 60'	53	146.38	1,039.79	1,186.17	1,186.17
<b>Total</b>	<b>286</b>				

**Off-Roll Assessments - Future Phases**

<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2024 O&amp;M Assessment per Unit</b>	<b>FY 2024 DS Assessment per Unit</b>	<b>FY 2024 Total Assessment per Unit</b>	<b>FY 2023</b>
					<b>Total Assessment per Unit</b>
Townhome/Villa 36'	52	\$ 81.68	\$ -	\$ 81.68	\$ 81.68
Single Family 40'	127	90.75	-	90.75	90.75
Single Family 45'	30	102.10	-	102.10	102.10
Single Family 50'	374	113.44	-	113.44	113.44
Single Family 60'	107	136.13	-	136.13	136.13
<b>Total</b>	<b>690</b>				

**Ocala Preserve**  
**Community Development District**

**4**

Ocala Preserve Community Development District  
c/o Craig Wrathell and  
Christian Cotter  
Wrathell, Hunt & Associates, LLC  
2300 Glades Road Suite 410W  
Boca Raton, Florida 33431  
wrathellc@whhassociates.com  
christiancotter@forestar.com

RE: District Counsel Matter

Dear Sirs or Madams,

Effective February 6, 2023, Jere Earlywine will resign from KE LAW GROUP PLLC to join the law firm of KUTAK ROCK LLP.

Mr. Earlywine was providing services to you on the above-referenced matter. Therefore, this letter is to inform you that you have the option to choose to have Mr. Earlywine continue to represent you in this matter at his new law firm, or you may have KE LAW GROUP PLLC continue to represent you, in which case representation will be handled by Meredith Hammock and Lauren Gentry in KE LAW GROUP PLLC's Tampa Office. Alternatively, you can choose to retain an entirely new lawyer.

If you wish to have Jere Earlywine or a new lawyer continue to represent you, please be aware that you remain liable for fees and costs for services already provided by members of KE LAW GROUP PLLC through the date of this letter. Further, given the manner in which legal fees for open financing matters are structured, no fee has been paid to date. Should you elect to have this matter go with Mr. Earlywine, the fee may be apportioned between KE LAW GROUP PLLC and KUTAK ROCK LLP.

Please advise Jere Earlywine and KE Law Group PLLC in writing, as quickly as possible, of the District's decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy. Please retain the additional copy of this designation letter for your records.

Yours truly,

/s/ Jere Earlywine

**Instructions**

I wish my file to stay with KE LAW GROUP PLLC.

I wish my file and trust account balance to be transferred to Jere Earlywine at KUTAK ROCK LLP.

I will retain new counsel and have them contact KE LAW GROUP PLLC to coordinate transfer of my file.



For the Client

**KUTAK ROCK LLP  
FEE AGREEMENT FOR  
OCALA PRESERVE CDD**

**I. PARTIES**

THIS FEE AGREEMENT (“Fee Agreement”) is made and entered into by and between the following parties, and supersedes on a going forward basis any prior fee agreement between the parties:

- A. Ocala Preserve Community Development District (“Client”)  
c/o Wrathell, Hunt and Associates LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP (“KUTAK”)  
107 West College Avenue (32301)  
P.O. Box 10230  
Tallahassee, Florida 32302

**II. SCOPE OF SERVICES**

In consideration of the mutual agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain KUTAK as its attorney and legal representative for all legal matters involving the District.
- B. KUTAK accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

**III. FEES**

The Client agrees to compensate KUTAK for services rendered regarding any matters covered by this Fee Agreement according to the hourly billing rates for individual KUTAK lawyers set forth herein, plus actual expenses incurred by KUTAK in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). For Calendar Year 2023, hourly rates will be \$295 per hour for shareholders, \$265 per hour associates, \$235 per hour for contract attorneys and \$190 per hour for paralegals. All hourly rates will be increased annually by \$10 per hour. To the extent that the District issues bonds during Calendar Year 2023, KUTAK will provide issuer’s counsel services under a flat fee of \$38,000 per bond issuance. This flat fee will be increased annually by \$1,000 per year.

**IV. CLIENT FILES**

The files and work product materials (“Client File”) of the Client generated or received by KUTAK will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by KUTAK for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KUTAK may

confidentially destroy or shred the Client File, unless KUTAK is provided a written request from the Client requesting return of the Client File, to which KUTAK will return the Client File at Client's expense.

**V. DEFAULT**

In the event of a dispute arising under this Fee Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

**VI. TERMINATION**

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business.

**VII. EXECUTION OF FEE AGREEMENT**

This Fee Agreement shall be deemed fully executed upon its signing by KUTAK and the Client. The contract formed between KUTAK and the Client shall be the operational contract between the parties.

**VIII. ENTIRE CONTRACT**

This Fee Agreement constitutes the entire agreement between the parties.

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

**KUTAK ROCK LLP**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Jere L. Earlywine

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## ATTACHMENT A

### KUTAK ROCK LLP EXPENSE REIMBURSEMENT POLICY

The following is the expense reimbursement policy for the Fee Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.05 per page, which is less than actual cost.

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes).

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the Client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The Client is responsible for notifying the firm of any particular billing arrangements or procedures which the Client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

# **Ocala Preserve**

## **COMMUNITY DEVELOPMENT DISTRICT**

**5**

Page 1 of 10  
**CDD / HOA MAINTENANCE AGREEMENT**

**THIS CDD / HOA MAINTENANCE AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

**Ocala Preserve Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the Marion County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

**Ocala Preserve Association, Inc.**, a Florida not-for-profit corporation, whose address is 5322 Primrose Lake Circle, Suite C, Tampa, Florida 33647 ("**Association**").

**RECITALS**

**WHEREAS**, the District was established by ordinance adopted by Marion County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, and perimeter landscaping, irrigation, hardscape and other improvements; and

**WHEREAS**, the District desires to provide for the operation, maintenance and repair of the improvements described in **Exhibit A** attached hereto ("**Work**"), across the lands owned by the District from time to time ("**Property**"); and

**WHEREAS**, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

**WHEREAS**, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless of whether such Work is conducted by the Association or the District; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time, on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Work; and

**WHEREAS**, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. SCOPE OF WORK.**

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. **Inspection.** Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. **Care of the District's Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.
- G. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work. Association will budget for, raise the revenues and operate and maintain the District owned improvements.

- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.
- I. **Weekly Reports.** The Association agrees to meet with the District's representative no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.

**SECTION 3. COMPENSATION.** The Association shall provide the Work at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

**SECTION 4. TERM.** This Agreement commences on the date first written above and continues through September 30, 2022 ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

**SECTION 5. INSURANCE.** The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense throughout the term of this Agreement, the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit for bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association and/or its contractors of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

**SECTION 8. LIENS AND CLAIMS.** The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 12. TERMINATION.** At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

**SECTION 13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District. In the future, the District will hold any permits applicable to the lands within its boundaries.

**SECTION 14. ASSIGNMENT.** No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

**SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 17. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

**SECTION 18. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

**SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 20. NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 21. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

**SECTION 22. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Marion County, Florida.

**SECTION 23. PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is its District Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 PHONE (561) 571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.**

**SECTION 24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 25. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.



**SECTION 26. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

DRAFT

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**OCALA PRESERVE ASSOCIATION, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A:** Scope of Work  
**EXHIBIT B:** Maintenance Map

DRAFT

## **DISTRICT IMPROVEMENTS**

The Association shall operate, maintain and repair the following District improvements, as shown in the map attached hereto as **EXHIBIT B**:

**Stormwater & Wetlands Improvements** – Stormwater and drainage facilities, within Tracts B, D, E, F, G and H, as well as within the Lake Access Easements, Drainage Easements, all as identified on the plat entitled *Ocala Preserve Phase 11*, and recorded in Plat Book 14, Page 92 et. seq., of the Public Records of Marion County, Florida, and within Tracts B, C, D, E, F, G, H, I, J, K and L, as well as within the Lake Access Easements, Drainage Easements and Lake Maintenance Easements, all as identified on the plat entitled *Ocala Preserve Phase 13*, and recorded in Plat Book 14, Page 142 et. seq., of the Public Records of Marion County, Florida.

## **MAINTENANCE PROGRAM**

### **Monthly / As-Needed:**

- Conduct any monitoring and maintenance of any Stormwater System ponds and improvements to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.
- Common mowing of the pond banks, and weeding, edging and tree trimming will be done on an as needed basis, and in compliance with applicable permits.

### **Yearly:**

- Visual inspection of stormwater facilities and repair as needed.
- Visual inspection of landscaping and other improvements to ensure that no dangerous conditions exist.

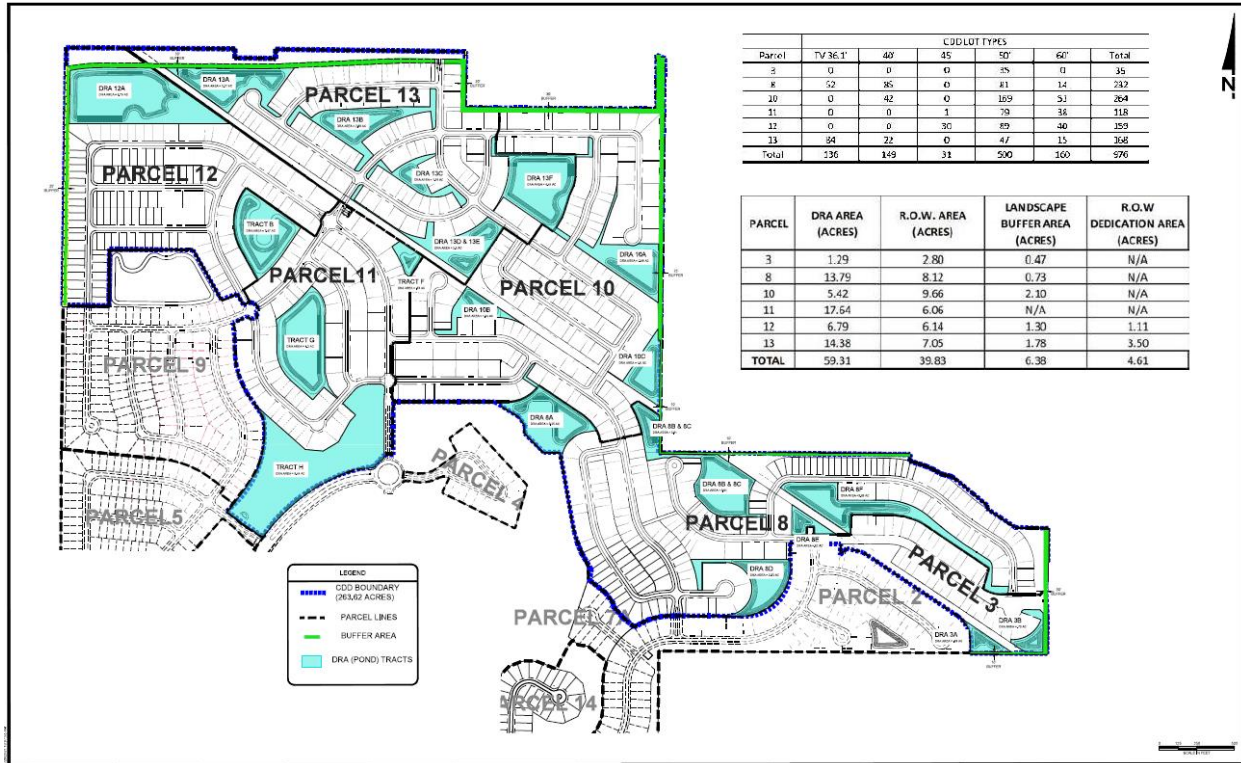
### **Yearly:**

- Visual inspection of stormwater facilities and repair as needed.
- Visual inspection of landscaping and other improvements to ensure that no dangerous conditions exist.
- Pump down, inspection, and cleaning of stormwater conveyance system to remove sediment buildup. Sediment shall be properly disposed in accordance with applicable laws, permits, or other requirements.

### **Typical Sinkhole Repair:**

- If sinkhole activity is observed within a DRA, a licensed geotechnical engineer must be retained. The geotechnical engineer should inspect the sinkhole activity and provide a detailed plan for repair. The geotechnical engineer should observe the repair process and provide assurance that the repair has been completed according to the approved plan.

EXHIBIT B: MAINTENANCE MAP



**Ocala Preserve**  
**Community Development District**

**6**

December 9, 2022

Ocala Preserve Community Development District  
c/o Craig Wrathell, District Manager  
Wrathell Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Ocala Preserve Phase 12A Utilities Improvements

Dear Craig,

Pursuant to the *Acquisition Agreement*, effective December 7, 2021 ("**Acquisition Agreement**"), by and between the Ocala Preserve Community Development District ("**District**") and Forestar (USA) Real Estate Group Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from future bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- The Developer agrees, at the direction of the District, to assist with provision of any maintenance or other bonds or security required by the County, and with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Developer acknowledges any balance to finish and/or retainage shall be requisitioned by the District for payment to the Developer only upon notice from the District Engineer that such amounts have been paid for by Developer to the contractor.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:  
**OCALA PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**



\_\_\_\_\_  
Chair, Board of Supervisors

Sincerely,  
**FORESTAR (USA) REAL ESTATE GROUP INC.**

\_\_\_\_\_  
[SIGNATURE ON FOLLOWING PAGE]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

December 9, 2022

Ocala Preserve Community Development District  
c/o Craig Wrathell, District Manager  
Wrathell Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

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- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Developer acknowledges any balance to finish and/or retainage shall be requisitioned by the District for payment to the Developer only upon notice from the District Engineer that such amounts have been paid for by Developer to the contractor.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:  
**OCALA PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

[SIGNATURE ON PRIOR PAGE]

\_\_\_\_\_, Board of Supervisors

Sincerely,  
**FORESTAR (USA) REAL ESTATE GROUP INC.**

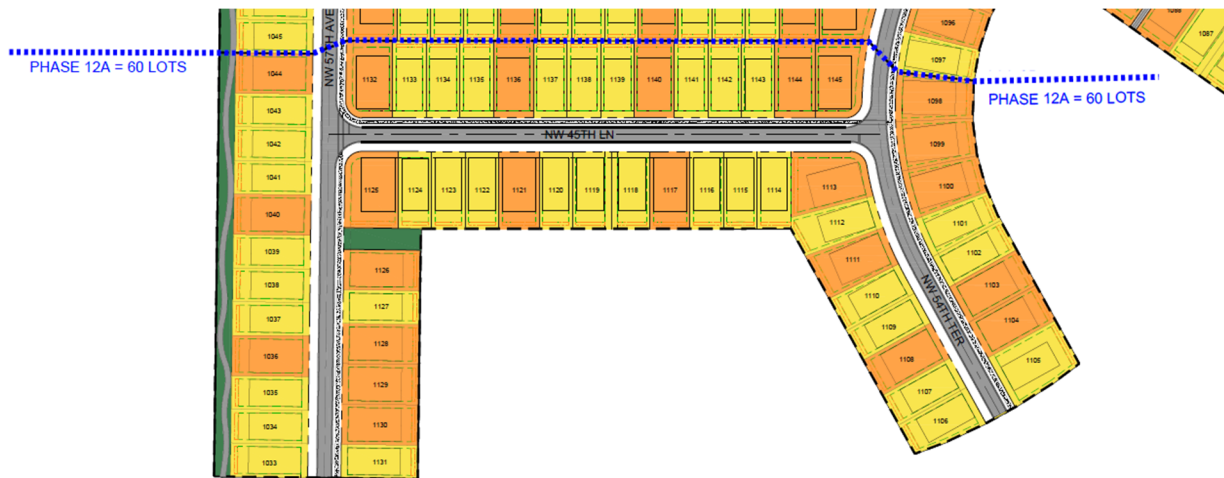
  
Name: **James D. Allen**  
Title: **Executive Vice President & CFO**

## EXHIBIT A

### Description of Ocala Preserve Phase 12A Utilities Improvements

**Phase 12A Utilities** - All Phase 12A wastewater and potable water facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment, and appurtenances thereto, as located within those certain portions of the rights-of-way designated as that certain portion of Tract A (identified below and designated as N.W. 57<sup>th</sup> Avenue, N.W. 45<sup>th</sup> Lane, and N.W. 54<sup>th</sup> Terrace), located in the **proposed** plat known as Ocala Preserve Phase 12, attached hereto as **Exhibit B**.

Description	CDD Eligible Amount	Paid to Date	Balance Owed	Retainage
Potable Water	\$463,480.00	\$402,612.00	\$14,520.00	\$46,348.00
Wastewater	\$436,820.00	\$368,558.08	\$24,579.92	\$43,682.00
<b>TOTAL:</b>	<b>\$900,300.00</b>	<b>\$771,170.08</b>	<b>\$39,099.92</b>	<b>\$90,030.00</b>





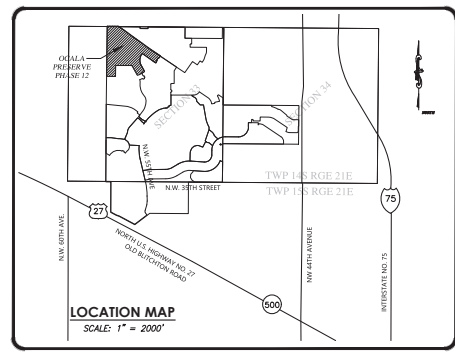
# OCALA PRESERVE PHASE 12

A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A REPLAT OF TRACT "D" OF OCALA PRESERVE PHASE 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.  
A PLANNED UNIT DEVELOPMENT  
SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA



### SURVEYOR'S NOTES:

- THIS PLAT DENOTES A SURVEY PERFORMED FOR THE SPECIFIC PURPOSE OF RECORDING A SUBDIVISION PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.
- CURRENT ZONING IS PUD (PLANNED UNIT DEVELOPMENT); CURRENT LAND USE: MEDIUM DENSITY RESIDENTIAL.
- THIS PLAT CONTAINS 159 LOTS, 6 TRACTS AND 122 MILES OF ROAD.
- BEARINGS SHOWN HEREON ARE ASSIGNED BASED ON THE SOUTH BOUNDARY OF THE S.E. 1/4 OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST, AS BEING N89°34'49"W.
- STATE PLANE COORDINATES ARE BASED ON CITY OF OCALA ENGINEERING DEPARTMENT G.P.S. CONTROL POINTS 0009 AND 0017. NAD-83 (1990 ADJUSTMENT), ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
- NO LOT SHALL BE DIVIDED OR RE-SUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR UNITS. A REPLAT IS FILED WITH MARION COUNTY, WHICH REPLAT COMPLES WITH THE PROVISIONS OF THE LAND DEVELOPMENT CODE. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY.
- COVENANTS, RESTRICTIONS AND/OR RESERVATIONS AFFECTING THE OWNERSHIP OR USE OF THE PROPERTY SHOWN IN THIS PLAT ARE FILED IN OFFICIAL RECORDS BOOK #162, PAGE 1, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN MARION COUNTY OFFICIAL RECORDS.
- ANY PURCHASER OF A LOT WITHIN THIS SUBDIVISION IS ADVISED OF THE FOLLOWING:
  - UNLESS IMPROVEMENTS (INCLUDING BUT NOT LIMITED TO ROADS) ARE:
    - EXISTING AT THE TIME THIS PLAT WAS RECORDED IN THE PUBLIC RECORDS, OR
    - ASSURED BY WRITTEN AGREEMENT BETWEEN THE DEVELOPER AND MARION COUNTY BOARD OF COUNTY COMMISSIONERS, THEN SAID IMPROVEMENTS ARE NOT IN ANY MANNER ASSURED FOR CONSTRUCTION IN THE FUTURE BY EITHER MARION COUNTY OR SELLER OF SAID LOTS OR TRACTS.
  - ADVISORY NOTICE - ACCORDING TO THE ANNUAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO.1208302002, MARION COUNTY, FLORIDA DATED APRIL 19, 2017, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X1" - AN AREA WITHIN THE 100 YEAR FLOOD HAZARD - FLOODING LIMITS HAVE NOT BEEN IDENTIFIED HEREIN AS CURRENTLY ESTABLISHED AT THE TIME OF THE FINAL PLAT RECORDING. THE DEVELOPER WILL BE RESPONSIBLE FOR THE REMOVAL OF THE FLOOD HAZARD ZONE WITHIN TWELVE MONTHS OF RECORDED OF THE FINAL PLAT. 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.
  - 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 ACCORDANCE WITH THE SAFETY, HEALTH AND GENERAL WELFARE.
  - UTILITY EASEMENTS ARE SHOWN BY DASHED LINES OR DETAILS ON THE ATTACHED PLAT, WITHOUT LIMITING THE FOREGOING, EACH LOT SHALL BE SUBJECT TO A 10 FOOT UTILITY EASEMENT ALONG THE FRONT LOT LINE AS SET FORTH ON THE DETAILS IDENTIFIED AS TYPICAL EASEMENT AND SET FORTH ON THE PUBLIC UTILITY COMPANIES AND GOVERNMENT AGENCIES ARE GRANTED THE RIGHT TO CONSTRUCT, INSTALL, MAINTAIN AND OPERATE UTILITIES AND DRAINAGE FACILITIES IN THE EASEMENTS.
  - DEVELOPER RESERVES THE RIGHT TO PLACE QUADRANT STREET SIGNS ON THE SUBDIVISION. THE HOMEOWNERS ASSOCIATION FOR THIS SITE SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPLACEMENT OF QUADRANT STREET SIGNS.
  - THIS PROJECT HAS NOT BEEN GRANTED CONCURRENCY APPROVAL AND/OR GRANTED AND/OR RESERVED ANY PUBLIC FACILITY CAPACITIES. FUTURE RIGHTS TO DEVELOP THE RESULTING PROPERTIES 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 IS DEFERRED A LATER DEVELOPMENT REVIEW STAGE.
  - DRIVEWAY ACCESS TO ALL CORNER LOTS SHALL BE 50' OR 1/2 THE LOT WIDTH FROM PAVEMENT POINT OF TANGENCY, WHICHEVER IS LESS. PROHIBITED DRIVEWAY LOCATIONS ALONG INTERNAL SUBDIVISION ROADWAYS ARE HATCHED HEREON.
  - ALL LOTS/TRACTS SHOWN HEREON SHALL USE THIS SUBDIVISION'S INTERNAL ROADWAYS FOR VEHICLE DRIVEWAY ACCESS.
  - STORMWATER RUNOFF GENERATED FROM THE IMPROVEMENTS ASSOCIATED WITH THIS PLAT ARE DISCHARGED INTO AREAS IDENTIFIED ON THE IMPROVEMENT PLANS AS APPROVED BY MARION COUNTY FOR THE DEVELOPMENT OF THIS SUBDIVISION.
  - PROPERTY IS LOCATED WITHIN THE SECONDARY ZONE OF THE SPRINGS PROTECTION ZONE.
  - THIS PLAT IS 6 SHEETS IN TOTAL, AND ONE IS NOT COMPLETED WITHOUT THE OTHERS. FOR DEDICATION, NOTES, AND ACKNOWLEDGMENTS SEE SHEET 1, FOR BOUNDARY DETAIL AND LEGAL DESCRIPTION SEE SHEET 2, FOR LOTS DIMENSIONS SEE SHEET 3, 4, 5 AND 6.
  - THE DEPICTION OF DRAINAGE, UTILITY, LANDSCAPE, AND PEDESTRIAN TRAIL EASEMENTS ON THE PLAT IS NOT INTENDED TO BE EXCLUSIVE OR LIMITING AND ADDITIONAL SUCH EASEMENTS MAY BE IDENTIFIED IN AND/OR ESTABLISHED BY THE COVENANTS, RESTRICTIONS AND/OR RESERVATIONS REFERENCED IN NOTE 7 ABOVE, INCLUDING SUPPLEMENTS THERETO, AND ADDITIONAL USES MAY BE PERMITTED OF THE EASEMENTS DEPICTED ON THE FACE OF THE PLAT PURSUANT TO SUCH COVENANTS, RESTRICTIONS AND/OR RESERVATIONS, AS SUPPLEMENTED.
  - THE DEVELOPER, SUCCESSORS, AND ASSIGNS, HEREBY ACKNOWLEDGE AND UNDERSTAND THE SUBDIVISION HEREIN DESCRIBED AND ESTABLISHED IS CONTIGUOUS TO 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 14.01, FLORIDA STATUTES.
  - NO MONUMENTATION WAS RECOVERED FOR THE UNDERLYING PLAT OF ASHLEY FARMS GOLF AND COUNTRY CLUB - PHASES 1A, AS RECORDED IN PLAT BOOK 11, PAGES 67 THROUGH 92 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
  - ADVISORY NOTICE - TO THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AS A CONDITION PRECEDENT TO THE APPROVAL AND ACCEPTANCE OF THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS, DOES 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 COSTS 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.
  - DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGES AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPE OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY APPLICABLE LAW.



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 BY COUNTY OFFICIALS: DEVELOPMENT REVIEW COMMITTEE:

- APPROVED:
- 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 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

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

### CLERK OF THE COURT'S CERTIFICATE FOR ACCEPTANCE AND RECORDING:

I, CLERK OF THE CIRCUIT COURT OF MARION COUNTY, FLORIDA, DO HEREBY ACCEPT THAT THIS PLAT IS "OCALA PRESERVE PHASE 12" FOR RECORDING. THIS PLAT FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, AT \_\_\_\_\_ A.M./P.M. AND RECORDED ON PAGE \_\_\_\_\_ OF PLAT BOOK \_\_\_\_\_ IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA.

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

### DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT FORESTAR (USA) REAL ESTATE GROUP, INC., OCALA PRESERVE ASSOCIATION, INC., AND OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, THE DEVELOPER AND FEE SIMPLE OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN AS "OCALA PRESERVE PHASE 12", BEING IN MARION COUNTY, FLORIDA, HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS:  
OCALA PRESERVE ASSOCIATION, INC. SHALL HEREAFTER BE REFERRED TO AS THE "ASSOCIATION."

THE INTERIOR RIGHTS OF WAYS SHOWN ON THIS PLAT AND DESIGNATED AS TRACT A, ARE HEREBY DEDICATED PRIVATELY TO THE "ASSOCIATION," 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 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, FLORIDA IS HEREBY GRANTED AN EASEMENT OVER, ACROSS, THROUGH, AND UNDER ALL AREAS LOCATED WITHIN TRACT A FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF SANITARY SEWER AND WATER FACILITIES, LINES, OR EQUIPMENT. SUCH FACILITIES, LINES, AND EQUIPMENT SHALL, UPON COMPLETION OF CONSTRUCTION, BE MAINTAINED, REPAIRED, AND/OR REPLACED BY MARION COUNTY. PROVIDED, HOWEVER, IN THE EVENT THAT MARION COUNTY IS REQUIRED TO DEMOLISH OR REMOVE ANY PORTION OF STREET PAVEMENT, ROADWAY SURFACE INCLUDING BUT NOT LIMITED TO PAVERS, GUTTERS OR PRIVATE DRAINAGE IMPROVEMENTS, CURBING, LANDSCAPING, OR GRASS AREAS IN ORDER TO ENABLE THE COUNTY TO INSTALL, MAINTAIN, REPAIR AND/OR REPLACE ANY SUCH FACILITIES, MARION COUNTY SHALL, UPON COMPLETION OF SUCH MAINTENANCE, REPAIRS, AND/OR REPLACEMENT, REASONABLY RECONSTRUCT AND RESTORE ALL DISTURBED STREET PAVEMENT, ROADWAY SURFACE (INCLUDING BUT NOT LIMITED TO PAVERS), GUTTER OR PRIVATE DRAINAGE IMPROVEMENT, CURBING, LANDSCAPING, AND GRASS AREAS TO THEIR ORIGINAL CONDITION, PROVIDED, HOWEVER, THAT THE COUNTY SHALL ONLY BE REQUIRED TO RECONSTRUCT AND REPAIR SUCH STREET PAVEMENT OR ROADWAY SURFACE TO THE PREVAILING MINIMUM CONSTRUCTION QUALITY STANDARDS IN THEIR JURISDICTION.

TRACT B, TRACT C, TRACT D, TRACT E, TRACT F, TRACT G, AND TRACT H, ARE DESIGNATED AS BUFFER/OPEN-SPACE/DRAINAGE AREAS, AND ARE HEREBY RESERVED BY THE DEVELOPER FOR FUTURE CONVEYANCE BY SEPARATE INSTRUMENT TO THE CDD OR THE ASSOCIATION FOR OWNERSHIP AND MAINTENANCE. MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON SAID TRACTS IN THE EVENT OF A LOCAL, STATE, OR FEDERAL STATE OF EMERGENCY, OR IN THE EVENT OF AN EMERGENCY WHEREIN THE HEALTH, SAFETY, OR WELFARE OF THE PUBLIC IS DEEMED TO BE AT RISK.

DEVELOPER HEREBY FURTHER RESERVES FOR FUTURE CONVEYANCE BY SEPARATE INSTRUMENT TO THE CDD OR THE ASSOCIATION PERPETUAL, NON-EXCLUSIVE EASEMENTS OVER, ACROSS, THROUGH, AND UNDER ALL AREAS IDENTIFIED ON THE PLAT AS "BUFFER/OPEN SPACE" FOR ACCESS, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF LANDSCAPING, IRRIGATION AND OTHER COMMON FACILITIES.

DEVELOPER HEREBY RESERVES TO ITSELF, ITS SUCCESSORS, AFFILIATES AND ASSIGNS, A PRIVATE, PERPETUAL NON-EXCLUSIVE EASEMENT OVER, ACROSS, THROUGH, AND UNDER TRACT B, TRACT C, TRACT D, TRACT E, TRACT F, TRACT G, TRACT H, FOR ACCESS, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF LANDSCAPING, IRRIGATION AND OTHER COMMON FACILITIES.

THE UTILITY EASEMENTS SHOWN OR NOTED HEREIN ARE RESERVED FOR SUCH USES BY UTILITY PROVIDERS (PUBLIC OR PRIVATE) TO WHOM RIGHTS IN SUCH EASEMENTS SHALL BE GRANTED FROM TIME TO TIME BY THE DEVELOPER. THE DEVELOPER FURTHER HEREBY RESERVES TO ITSELF, ITS SUCCESSORS, AFFILIATES AND ASSIGNS, A PRIVATE, PERPETUAL NON-EXCLUSIVE EASEMENT OVER, ACROSS, THROUGH, AND UNDER ALL SUBDIVIDED LOTS, INCLUDING BUT NOT LIMITED TO ALL AREAS IDENTIFIED ON THE PLAT AS UTILITY EASEMENTS, FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF UTILITY, AND ALL OTHER NECESSARY FACILITIES. THE FOREGOING DEDICATION SHALL NOT, IN AND OF ITSELF, CONSTITUTE PERMISSION TO ANY UTILITY PROVIDER TO USE THE LANDS DESCRIBED IN THIS PLAT TO PROVIDE SERVICES, NOR SHALL IT CONSTITUTE A PUBLIC DEDICATION OF THE SAME LANDS. IT IS ANTICIPATED THAT THE POTABLE WATER, WASTEWATER AND RECLAIMED SYSTEMS (IF ANY) SHALL BE CONSTRUCTED BY THE CDD OR THE DEVELOPER AND COVERED BY ONE OR MORE SEPARATE BILLS OF SALE FROM THE CDD OR THE DEVELOPER TO THE COUNTY, AND APPROVAL OF THIS PLAT SHALL NOT BE CONSIDERED AS THE COUNTY'S FINAL ACCEPTANCE OF SUCH SYSTEMS.

DEVELOPER HEREBY RESERVES FOR FUTURE CONVEYANCE BY SEPARATE INSTRUMENT TO THE CDD OR THE ASSOCIATION PERPETUAL, NON-EXCLUSIVE EASEMENTS OVER, ACROSS, THROUGH, AND UNDER ALL AREAS IDENTIFIED ON THE PLAT AS "DRAINAGE EASEMENTS" OR "UTILITY EASEMENTS" OR ACCESS, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF DRAINAGE, UTILITY OR OTHER IMPROVEMENTS. DEVELOPER FURTHER DEDICATES PERPETUAL NON-EXCLUSIVE EASEMENTS OVER, ACROSS, THROUGH, AND UNDER ALL "UTILITY EASEMENT" TO ALL STREET LIGHT, TELEPHONE, ELECTRIC, NATURAL GAS, CABLE TELEVISION, AND OTHER PUBLIC AND QUAS-PUBLIC UTILITIES, SERVICES AND PROVIDERS, SELECTED AND APPROVED BY THE DEVELOPER, ASSOCIATION AND/OR CDD, FOR THEIR USE IN PERFORMING AND DISCHARGING THEIR DUTIES AND OBLIGATIONS TO PROVIDE SERVICES TO THE CDD, ASSOCIATION AND/OR THE OWNERS. THE FOREGOING DEDICATION SHALL NOT, IN AND OF ITSELF, CONSTITUTE PERMISSION TO ANY UTILITY PROVIDER TO USE THE LANDS DESCRIBED IN THIS PLAT TO PROVIDE SERVICES, NOR SHALL IT CONSTITUTE A PUBLIC DEDICATION OF THE SAME LANDS. THE OWNERS SHALL BE RESPONSIBLE FOR MAINTAINING AND REPAIRING ALL SURFACE AREAS ON THEIR INDIVIDUAL LOTS NOW OR HEREAFTER DESIGNATED EASEMENTS OR UTILITY EASEMENTS.

FORESTAR (USA) REAL ESTATE GROUP, INC.,  
A DELAWARE LIMITED LIABILITY COMPANY

WITNESS \_\_\_\_\_  
SIGNATURE

BY: ANTHONY J. SOUTHER  
ITS: VICE PRESIDENT

WITNESS \_\_\_\_\_  
SIGNATURE

FORESTAR (USA) REAL ESTATE GROUP, INC.,  
A DELAWARE LIMITED LIABILITY COMPANY

WITNESS \_\_\_\_\_  
SIGNATURE

BY: ANTHONY J. SOUTHER  
ITS: VICE PRESIDENT

WITNESS \_\_\_\_\_  
SIGNATURE

### NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

THE FOREGOING DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_\_ ONLINE NOTARIZATION, THIS DAY BY \_\_\_\_\_ AS \_\_\_\_\_ OF OCALA PRESERVE ASSOCIATION, INC. A DELAWARE LIMITED LIABILITY COMPANY, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT HE DID SO AS VICE PRESIDENT OF SAID CORPORATION, ALL BY AND WITH THE AUTHORITY OF THE MEMBERS OF SAID COMPANY.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

NOTARY PUBLIC: \_\_\_\_\_  
STATE OF: \_\_\_\_\_

### NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

THE FOREGOING DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_\_ ONLINE NOTARIZATION, THIS DAY BY \_\_\_\_\_ AS \_\_\_\_\_ OF OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT HE DID SO AS \_\_\_\_\_ OF SAID CORPORATION, ALL BY AND WITH THE AUTHORITY OF THE MEMBERS OF SAID COMPANY.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

NOTARY PUBLIC: \_\_\_\_\_  
STATE OF: \_\_\_\_\_

EXHIBIT B

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

### NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

THE FOREGOING DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_\_ ONLINE NOTARIZATION, THIS DAY BY \_\_\_\_\_ AS \_\_\_\_\_ OF OCALA PRESERVE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION TO ME WELL KNOWN TO BE THE PERSON DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT HE DID SO AS \_\_\_\_\_ OF SAID CORPORATION, ALL BY AND WITH THE AUTHORITY OF THE MEMBERS OF SAID COMPANY.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022. STATE OF: \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_

### SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLES 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: CHRISTOPHER J. HOWSON, P.S.M.  
FLORIDA REGISTERED SURVEYOR NO. LS 6553  
JCH CONSULTING GROUP, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB 8071  
426 S.W. 15TH STREET, OCALA, FL 34471

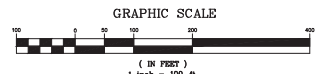


**JCH**  
CONSULTING GROUP, INC.  
LAND DEVELOPMENT SURVEYING & MAPPING  
PLANNING, ENVIRONMENTAL, & GIS  
CONSULTING GROUP, INC. 612 S.  
CENTRAL AVENUE, SUITE 100  
ORLANDO, FLORIDA 32801  
PHONE: (407) 241-1100  
FAX: (407) 241-1101  
WWW.JCHCONSULTING.COM

# OCALA PRESERVE PHASE 12

A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A REPLAT OF TRACT "D" OF OCALA PRESERVE PHASE 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.  
A PLANNED UNIT DEVELOPMENT  
SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
SHEET 2 OF 6



**DESCRIPTION:**

A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A PORTION OF TRACT "D" OF OCALA PRESERVE PHASE 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY MOST CORNER OF SAID OCALA PRESERVE PHASE 8; THENCE ALONG THE WEST BOUNDARY LINE OF THE EAST 1/2 OF SAID SECTION 33, 1,004'38" E.; 1,714.89 FEET TO THE NORTHERLY BOUNDARY LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4298, PAGE #6 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY LINE ALONG SAID NORTHERLY BOUNDARY LINE OF SAID OCALA PRESERVE PHASE 8 TO THE WESTERLY MOST CORNER OF OCALA PRESERVE PHASE 13 AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 142 THROUGH 147 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID OCALA PRESERVE PHASE 13 THE FOLLOWING SIX (6) COURSES: (1) S.241°14'14" E., 389.73 FEET; (2) THENCE S.241°21'21" E., 262.71 FEET; (3) THENCE S.241°21'21" E., 311.07 FEET; (4) THENCE S.241°21'21" E., 203.33 FEET; (5) THENCE S.248°22'22" E., 200.82 FEET; (6) THENCE S.248°22'22" E., 383.14 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF OCALA PRESERVE PHASE 11 AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 92 THROUGH 97 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, ALONG SAID NORTHERLY BOUNDARY LINE THE FOLLOWING TWENTY-THREE (23) COURSES: (1) S.33°52'11" W., 23.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, A CENTRAL ANGLE OF 092°2'08", AND A CHORD BEARING AND DISTANCE OF S.383°15'15" W., 30.22 FEET; (2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.22 FEET TO A POINT OF TANGENCY; (3) THENCE S.47°14'19" W., 43.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 72°30'57", AND A CHORD BEARING AND DISTANCE OF S.79°29'48" W., 29.57 FEET; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.64 FEET TO A POINT OF TANGENCY; (5) THENCE S.33°52'11" W., 69.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 28.00 FEET, A CENTRAL ANGLE OF 70°00'30", AND A CHORD BEARING AND DISTANCE OF S.103°07'12" W., 28.68 FEET; (6) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.25 FEET TO THE END OF SAID CURVE; (7) THENCE S.24°30'03" W., 45.76 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, A CENTRAL ANGLE OF 092°2'08", AND A CHORD BEARING AND DISTANCE OF S.29°11'07" W., 30.22 FEET; (8) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.25 FEET TO A POINT OF TANGENCY; (9) THENCE S.33°52'11" W., 10.77 FEET; (10) THENCE N.58°07'49" W., 115.00 FEET; (11) THENCE N.40°46'44" W., 12.91 FEET; (12) THENCE N.54°56'15" W., 43.81 FEET; (13) THENCE S.29°11'07" W., 54.52 FEET; (14) THENCE S.28°19'22" W., 56.80 FEET; (15) THENCE S.18°01'42" W., 47.34 FEET; (16) THENCE S.10°29'18" W., 47.34 FEET; (17) THENCE S.01°02'00" W., 61.52 FEET; (18) THENCE S.07°13'02" E., 52.07 FEET; (19) THENCE S.15°08'52" E., 47.34 FEET; (20) THENCE S.29°11'07" W., 47.34 FEET; (21) THENCE S.28°19'22" W., 28.68 FEET; (22) THENCE S.33°52'11" W., 49.25 FEET; (23) THENCE S.37°45'38" W., 66.28 FEET TO THE WESTERLY MOST CORNER OF SAID OCALA PRESERVE PHASE 11; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, ALONG THE NORTHERLY BOUNDARY LINE AND ITS PROJECTION THEREOF OF OCALA PRESERVE PHASE 9 AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA THE FOLLOWING THREE (3) COURSES: (1) S.81°03'41" W., 50.00 FEET; (2) THENCE S.84°05'45" W., 67.34 FEET; (3) THENCE S.69°31'44" W., 48.35 FEET; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, N.29°03'31" W., 383.94 FEET TO A POINT ON THE PROJECTION OF SAID NORTHERLY BOUNDARY LINE, THENCE ALONG SAID NORTHERLY BOUNDARY LINE AND THE PROJECTION THEREOF THE FOLLOWING THREE (3) COURSES: (1) N.90°00'00" W., 553.90 FEET; (2) THENCE S.00°43'36" W., 373.51 FEET; (3) THENCE N.89°26'24" W., 305.00 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 40.05 ACRES, MORE OR LESS.

SUSTAINABLE AGRICULTURAL LANDS  
PARCEL ID: 18068-000-01  
OWNER: GOLDEN OCALA EQUESTRIAN LAND LLC  
LAND USE: MEDIUM DENSITY RESIDENTIAL (MDR)

CURVE TABLE				
CURVE	TABLE			
LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	30.25	183.00	009°22'08"	30.22 S38°31'15" W
C2	31.64	25.00	072°30'57"	29.57 S79°29'48" W
C3	30.55	25.00	070°00'30"	28.68 S103°07'12" E
C4	30.25	183.00	009°22'08"	30.22 S29°11'07" W

LINE TABLE		
LINE	BEARING	LENGTH
L1	S33°52'11" W	23.10
L2	S43°14'19" W	43.50
L3	S33°17'00" W	69.50
L4	S24°30'03" W	45.76
L5	S33°52'11" W	10.77
L6	S35°07'24" W	54.52
L7	S28°19'22" W	56.80
L8	N59°25'48" W	29.34

**FUTURE LAND USE DESIGNATIONS:**

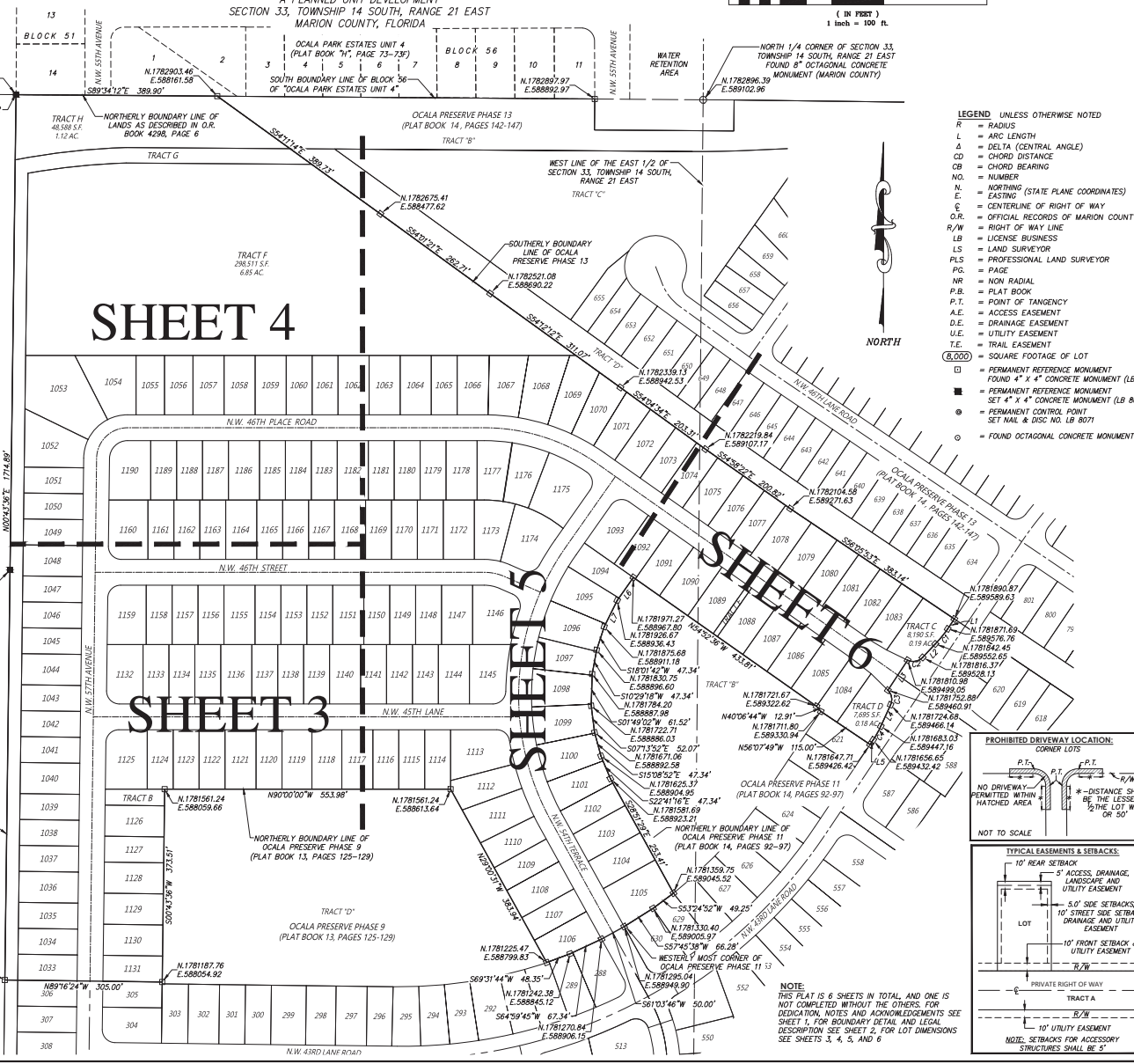
MEDIUM RESIDENTIAL  
AGRICULTURAL RECORD - "APPLICABLE DEVELOPER'S AGREEMENTS, AS MAY BE AMENDED FROM TIME TO TIME:

1) ORIGINAL - OFFICIAL RECORDS BOOK 3462, PAGE 1879  
2) 1ST AMENDMENT - OFFICIAL RECORDS BOOK 3849, PAGE 343  
3) 2ND AMENDMENT - OFFICIAL RECORDS BOOK 6103, PAGE 1170  
4) TRANSPORTATION AGREEMENT - OFFICIAL RECORDS BOOK 6681, PAGE 136

**SURVEYOR'S CERTIFICATE:**

I, CHRISTOPHER J. HOWSON, P.S.M., FLORIDA REGISTERED LAND SURVEYOR NO. LS 6553, HAVE PREPARED THIS PLAT, UNDER MY DIRECTION AND SUPERVISION, COMPLYING 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.

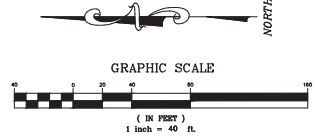
**POINT OF BEGINNING**  
NORTHWESTERLY MOST CORNER OF TRACT "D" OF OCALA PRESERVE PHASE 9 PER PLAT BOOK 13, PAGES 125-129  
N.178191.63  
E.58749.94





# OCALA PRESERVE PHASE 12

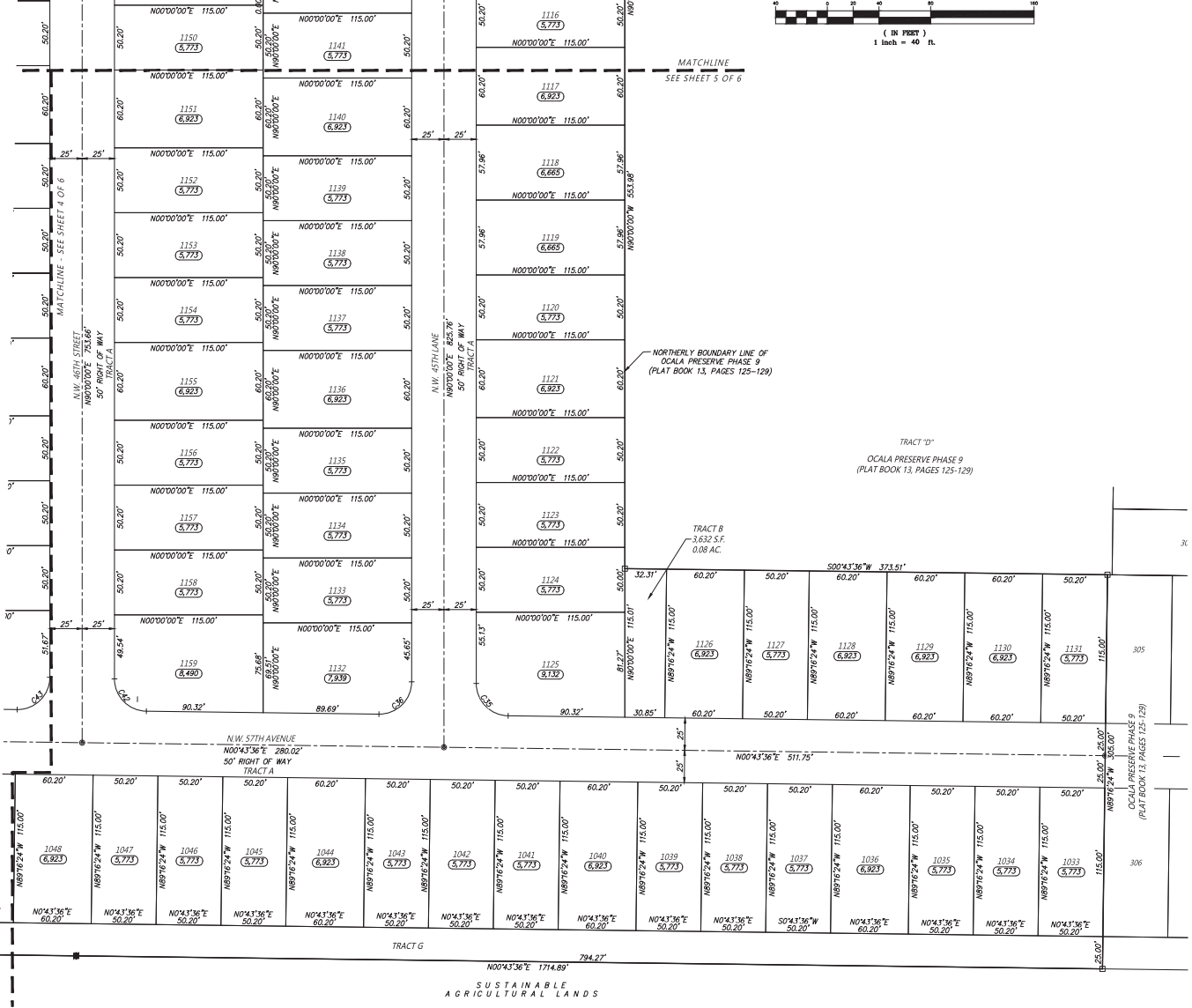
A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A REPLAT OF TRACT "D" OF OCALA PRESERVE PHASE 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.  
A PLANNED UNIT DEVELOPMENT  
SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA



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  - (0.000) = SQUARE FOOTAGE OF LOT
  - (0.000) = PERMANENT REFERENCE MONUMENT FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
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  - (0.000) = FOUND OCTAGONAL CONCRETE MONUMENT

LINE	BEARING	LENGTH
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L6	S35°07'24"W	54.52
L7	S26°19'22"W	56.80
L8	N59°25'48"W	29.34

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C35	38.95	25.00	089°16'24"	35.13	S45°21'48"W
C36	39.59	25.00	090°43'36"	35.58	S44°38'12"E
C42	38.95	25.00	089°16'24"	35.13	S45°21'48"W
C43	39.59	25.00	090°43'36"	35.58	N44°38'12"W



PREPARED BY: JCH CONSULTING GROUP, INC. 428 SW 15TH STREET, OCALA, FL 34471

**NOTE:**  
THIS PLAT IS 6 SHEETS IN TOTAL AND ONE IS NOT COMPLETED WITHOUT THE OTHERS. FOR DEDICATION, NOTES AND ACKNOWLEDGEMENTS SEE SHEET 1, FOR BOUNDARY DETAIL AND LEGAL DESCRIPTION SEE SHEET 2, FOR LOT DIMENSIONS SEE SHEETS 3, 4, 5, AND 6.

**SURVEYOR'S CERTIFICATE:**  
I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLES WITH THE REQUIREMENTS OF CHAPTER 171, 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: CHRISTOPHER J. HOWSON, P.S.M.  
FLORIDA REGISTERED SURVEYOR NO. LS 6553  
JCH CONSULTING GROUP, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB 8071  
428 SW 15TH STREET, OCALA, FL 34471

SUSTAINABLE AGRICULTURAL LANDS

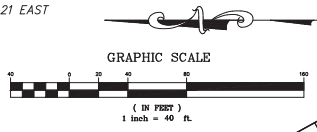
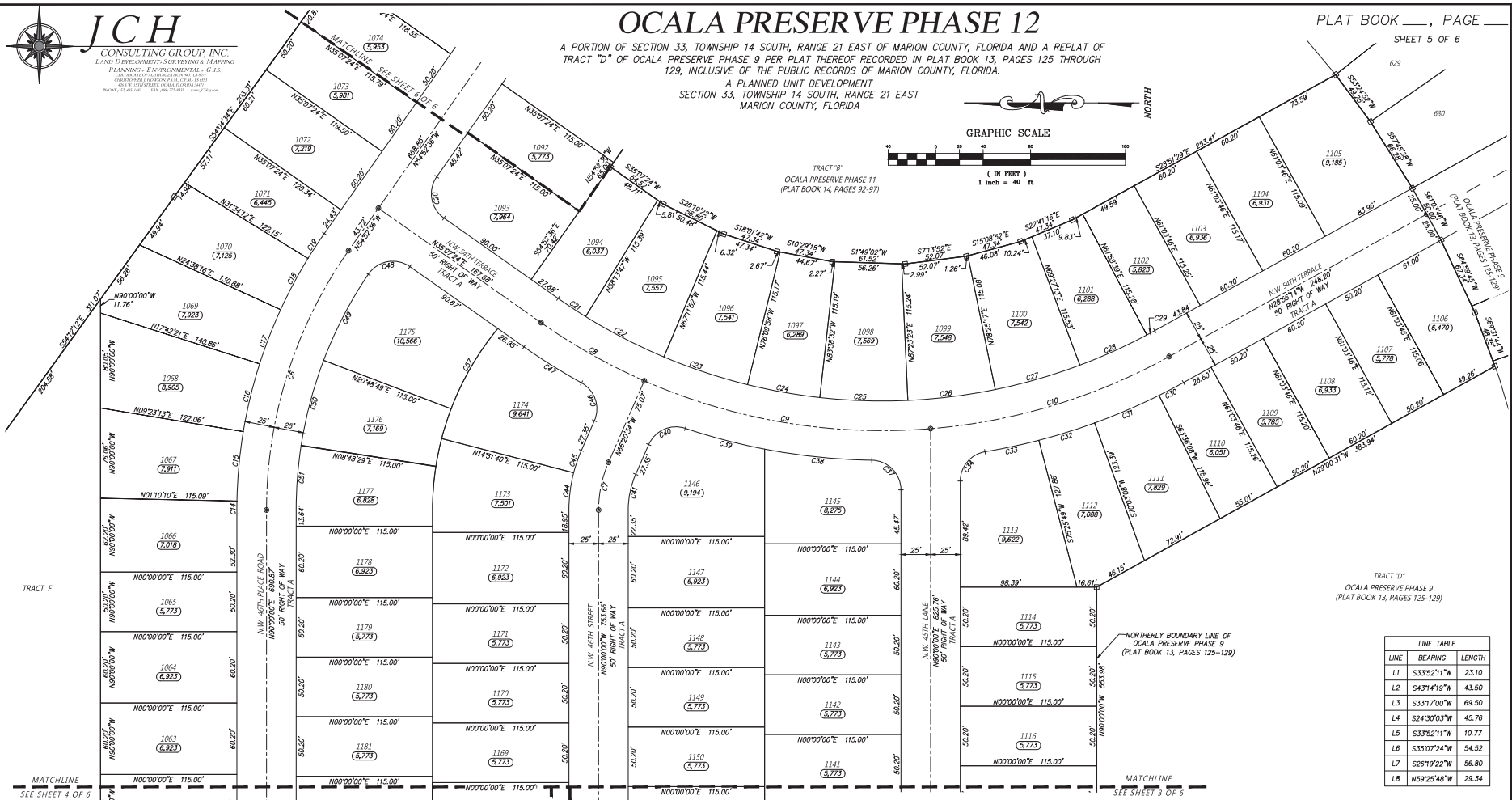






# OCALA PRESERVE PHASE 12

A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A REPLAT OF TRACT "D" OF Ocala Preserve Phase 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.  
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L6	S35°07'24"W	54.52
L7	S26°19'22"W	56.80
L8	N59°25'48"W	29.34

CURVE TABLE					CURVE TABLE					CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C6	232.95	380.00	035°07'24"	229.32	N72°26'18"W	C23	74.35	475.00	008°58'06"	74.27	S18°19'05"W	C39	69.22	525.00	007°33'15"	69.17	N14°39'51"E
C7	41.29	100.00	023°39'26"	41.00	N78°10'17"W	C24	61.98	475.00	007°28'34"	61.94	S10°05'45"W	C40	36.99	25.00	084°47'03"	33.71	N23°57'03"W
C8	100.06	500.00	011°27'59"	99.90	N29°23'25"E	C25	74.35	475.00	008°58'05"	74.27	S01°52'25"W	C41	30.97	75.00	023°39'26"	30.75	N78°10'17"W
C9	247.33	500.00	028°20'52"	244.82	N09°29'10"E	C26	74.35	475.00	008°58'06"	74.27	S07°05'40"E	C44	31.69	125.00	014°31'40"	31.61	S82°44'10"E
C10	211.64	500.00	024°15'08"	210.06	N16°48'40"W	C27	74.35	475.00	008°58'04"	74.27	S16°03'45"E	C45	19.92	125.00	009°07'46"	19.90	S70°54'27"E
C14	7.55	405.00	001°04'06"	7.55	S89°27'57"E	C28	61.98	475.00	007°28'34"	61.93	S24°17'04"E	C46	36.99	25.00	008°47'03"	33.71	N71°15'24"E
C15	58.80	405.00	008°19'07"	58.75	S84°46'20"E	C29	7.58	475.00	000°54'53"	7.58	S28°28'48"E	C47	57.27	525.00	006°15'01"	57.24	N31°59'54"E
C16	58.80	405.00	008°19'07"	58.75	S76°27'13"E	C30	23.27	525.00	002°32'23"	23.27	N27°40'03"W	C48	39.75	25.00	091°05'27"	35.69	N10°25'19"W
C17	49.00	405.00	006°55'55"	48.97	S68°49'41"E	C31	59.10	525.00	006°27'00"	59.07	N23°10'22"W	C49	81.90	355.00	013°31'08"	81.72	N62°34'37"W
C18	49.00	405.00	006°55'55"	48.97	S61°53'46"E	C32	49.28	525.00	005°22'41"	49.26	N17°15'31"W	C50	74.39	355.00	012°00'20"	74.25	N75°11'21"W
C19	25.12	405.00	003°33'13"	25.11	S56°39'12"E	C33	46.39	525.00	005°03'47"	46.38	N12°02'18"W	C51	54.57	355.00	008°48'29"	54.52	N85°35'46"W
C20	39.27	25.00	090°00'00"	35.36	N80°07'24"E	C34	35.12	25.00	080°29'36"	32.30	N49°45'12"W	C52	78.68	240.00	018°46'58"	78.33	S59°47'42"E
C21	27.80	475.00	003°21'11"	27.79	S33°26'49"W	C37	38.85	25.00	089°02'45"	35.06	N45°28'38"E						
C22	74.35	475.00	008°58'06"	74.27	S27°11'11"W	C38	91.02	525.00	008°55'59"	90.90	N05°55'15"E						

**NOTE:**  
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BY: CHRISTOPHER J. HUNSON, P.S.M.  
FLORIDA REGISTERED SURVEYOR NO. LS 6553  
JCH CONSULTING GROUP, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB 8071  
426 S.W. 15TH STREET, Ocala, FL 34471

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  - = FOUND OCTAGONAL CONCRETE MONUMENT

PREPARED BY: JCH CONSULTING GROUP, INC. 426 SW 15TH STREET, Ocala, FL 34471



**JCH**  
CONSULTING GROUP, INC.  
LAND DEVELOPMENT, SURVEYING & MAPPING  
PLANNING, ENVIRONMENTAL & GIS  
CONSTRUCTION ADMINISTRATION & LEASING  
ENVIRONMENTAL DOCUMENT PREPARATION  
NO. 1000 PRESERVE Ocala, FL 32067  
PHONE: 352.207.2200 FAX: 352.207.2201

# OCALA PRESERVE PHASE 12

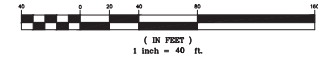
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A PLANNED UNIT DEVELOPMENT  
SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

SHEET 6 OF 6

GRAPHIC SCALE



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**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
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C8	100.06	500.00	011°27'59"	99.90	N29°23'25"E
C16	58.80	405.00	008°19'07"	58.75	S76°27'13"E
C17	49.00	405.00	006°55'55"	48.97	S68°49'41"E
C18	49.00	405.00	006°55'55"	48.97	S61°53'46"E
C19	25.12	405.00	003°33'13"	25.11	S56°39'12"E
C20	39.27	25.00	090°00'00"	35.36	N80°07'24"E
C21	27.80	475.00	003°21'11"	27.79	S33°26'49"W
L5	S33°52'11"W	10.77			
L6	S35°07'24"W	54.52			
L7	S26°19'22"W	56.80			
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C23	74.35	475.00	008°58'06"	74.27	S18°19'05"W
C24	36.99	25.00	084°47'03"	33.71	N71°15'54"E
C47	57.27	525.00	006°15'01"	57.24	N31°59'54"E
C48	39.75	25.00	091°05'27"	35.69	N10°25'19"W
C49	81.90	355.00	01°31'30"	81.72	N62°34'37"W
C50	74.39	355.00	01°20'20"	74.25	N75°11'21"W

**LINE TABLE**

LINE	BEARING	LENGTH
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L2	S43°14'19"W	43.50
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L7	S26°19'22"W	56.80
L8	N59°25'48"W	29.34

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

**CORPORATE DECLARATION REGARDING COSTS PAID  
OCALA PRESERVE PHASE 12A UTILITIES IMPROVEMENTS**

**FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation ("**Developer**"), does hereby certify to the Ocala Preserve Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Engineer's Report*, dated July 23, 2021, as supplemented from time to time (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

**IN WITNESS WHEREOF**, the undersigned has executed this certificate for and on behalf of the Developer as of the 6th day of December, 2022.

**FORESTAR (USA) REAL ESTATE GROUP INC.**

  
Name: James D. Allen  
Title: Executive Vice President & CFO

STATE OF TEXAS  
COUNTY OF TARRANT

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 6 day of DECEMBER, 2022, by JAMES ALLEN as CFO of Forestar (USA) Real Estate Group Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



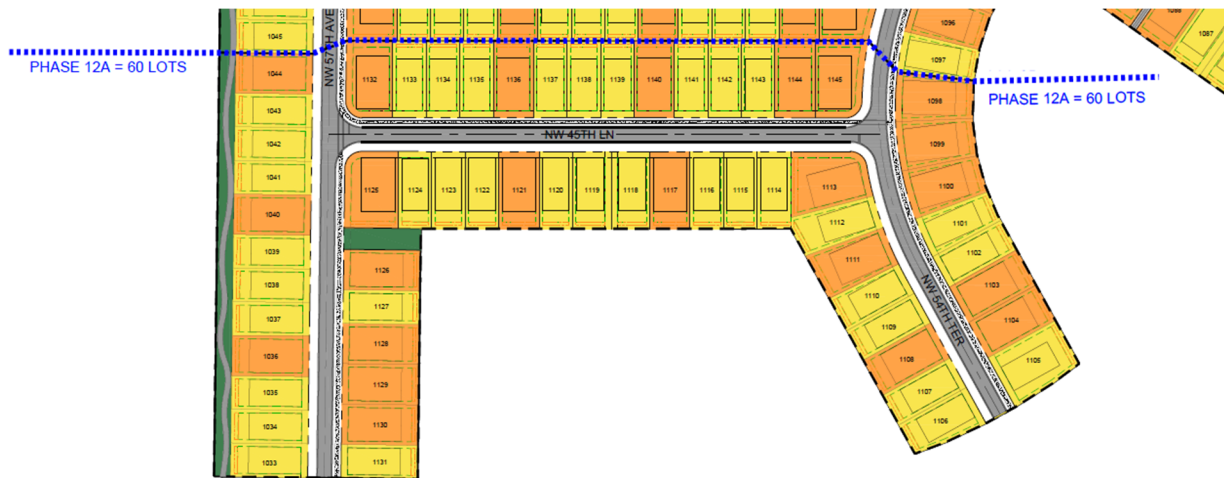
  
NOTARY PUBLIC, STATE OF TEXAS  
Name: CARRIE STEWART  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

## EXHIBIT A

### Description of Ocala Preserve Phase 12A Utilities Improvements

**Phase 12A Utilities** - All Phase 12A wastewater and potable water facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment, and appurtenances thereto, as located within those certain portions of the rights-of-way designated as that certain portion of Tract A (identified below and designated as N.W. 57<sup>th</sup> Avenue, N.W. 45<sup>th</sup> Lane, and N.W. 54<sup>th</sup> Terrace), located in the **proposed** plat known as Ocala Preserve Phase 12, attached hereto as **Exhibit B**.

Description	CDD Eligible Amount	Paid to Date	Balance Owed	Retainage
Potable Water	\$463,480.00	\$402,612.00	\$14,520.00	\$46,348.00
Wastewater	\$436,820.00	\$368,558.08	\$24,579.92	\$43,682.00
<b>TOTAL:</b>	<b>\$900,300.00</b>	<b>\$771,170.08</b>	<b>\$39,099.92</b>	<b>\$90,030.00</b>





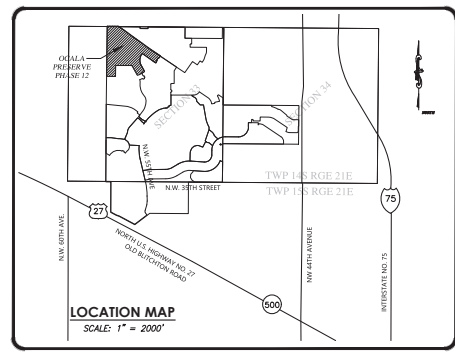
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A PLANNED UNIT DEVELOPMENT  
SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA



### SURVEYOR'S NOTES:

- THIS PLAT DENOTES A SURVEY PERFORMED FOR THE SPECIFIC PURPOSE OF RECORDING A SUBDIVISION PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.
- CURRENT ZONING IS PUD (PLANNED UNIT DEVELOPMENT); CURRENT LAND USE: MEDIUM DENSITY RESIDENTIAL.
- THIS PLAT CONTAINS 159 LOTS, 6 TRACTS AND 122 MILES OF ROAD.
- BEARINGS SHOWN HEREON ARE ASSIGNED BASED ON THE SOUTH BOUNDARY OF THE S.E. 1/4 OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST, AS BEING N89°34'49"W.
- STATE PLANE COORDINATES ARE BASED ON CITY OF OCALA ENGINEERING DEPARTMENT G.P.S. CONTROL POINTS 0009 AND 0017. NAD-83 (1990 ADJUSTMENT), ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
- NO LOT SHALL BE DIVIDED OR RE-SUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR UNITS. A REPLAT IS FILED WITH MARION COUNTY, WHICH REPLAT COMPLES WITH THE PROVISIONS OF THE LAND DEVELOPMENT CODE. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY.
- COVENANTS, RESTRICTIONS AND/OR RESERVATIONS AFFECTING THE OWNERSHIP OR USE OF THE PROPERTY SHOWN IN THIS PLAT ARE FILED IN OFFICIAL RECORDS BOOK #162, PAGE 1, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN MARION COUNTY OFFICIAL RECORDS.
- ANY PURCHASER OF A LOT WITHIN THIS SUBDIVISION IS ADVISED OF THE FOLLOWING:
  - UNLESS IMPROVEMENTS (INCLUDING BUT NOT LIMITED TO ROADS) ARE:
    - EXISTING AT THE TIME THIS PLAT WAS RECORDED IN THE PUBLIC RECORDS, OR
    - ASSURED BY WRITTEN AGREEMENT BETWEEN THE DEVELOPER AND MARION COUNTY BOARD OF COUNTY COMMISSIONERS, THEN SAID IMPROVEMENTS ARE NOT IN ANY MANNER ASSURED FOR CONSTRUCTION IN THE FUTURE BY EITHER MARION COUNTY OR SELLER OF SAID LOTS OR TRACTS.
  - ADVISORY NOTICE - ACCORDING TO THE ANNUAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO.1208302002, MARION COUNTY, FLORIDA DATED APRIL 19, 2017, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X1" - AN AREA WITHIN THE 100 YEAR FLOOD ZONE "X2" - AN AREA WITHIN THE 100 YEARS FLOOD HAZARD - THE FLOODING LIMITS HAVE NOT BEEN IDENTIFIED HEREIN AS CURRENTLY ESTABLISHED AT THE TIME OF THE FINAL PLAT RECORDING. THE DEVELOPER WILL BE RESPONSIBLE FOR THE REMOVAL OF THE FLOOD HAZARD ZONE WITHIN TWELVE MONTHS OF RECORDED OF THE FINAL PLAT. 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.
  - 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 ACCORDANCE WITH THE SAFETY, HEALTH AND GENERAL WELFARE.
- UTILITY EASEMENTS ARE SHOWN BY DASHED LINES OR DETAILS ON THE ATTACHED PLAT, WITHOUT LIMITING THE FOREGOING, EACH LOT SHALL BE SUBJECT TO A 10 FOOT UTILITY EASEMENT ALONG THE FRONT LOT LINE AS SET FORTH ON THE DETAILS IDENTIFIED AS TYPICAL EASEMENT AND SET FORTH ON THE PUBLIC UTILITY COMPANIES AND GOVERNMENT AGENCIES ARE GRANTED THE RIGHT TO CONSTRUCT, INSTALL, MAINTAIN AND OPERATE UTILITIES AND DRAINAGE FACILITIES IN THE EASEMENTS.
- DEVELOPER RESERVES THE RIGHT TO RELOCATE PLANTINGS AND UTILITIES ALONG QUADRANT STREET SIGNS. THE HOMEOWNERS ASSOCIATION FOR THIS SITE SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPLACEMENT OF QUADRANT STREET SIGNS.
- THIS PROJECT HAS NOT BEEN GRANTED CONCURRENCY APPROVAL AND/OR GRANTED AND/OR RESERVED ANY PUBLIC FACILITY CAPACITIES. FUTURE RIGHTS TO DEVELOP THE RESULTING PROPERTIES 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 IS DEFERRED A LATER DEVELOPMENT REVIEW STAGE.
- DRIVEWAY ACCESS TO ALL CORNER LOTS SHALL BE 50' OR 1/2 THE LOT WIDTH FROM PAVEMENT POINT OF TANGENCY, WHICHEVER IS LESS. PROHIBITED DRIVEWAY LOCATIONS ALONG INTERNAL SUBDIVISION ROADWAYS ARE HATCHED HEREON.
- ALL LOTS/TRACTS SHOWN HEREON SHALL USE THIS SUBDIVISION'S INTERNAL ROADWAYS FOR VEHICLE DRIVEWAY ACCESS.
- STORMWATER RUNOFF GENERATED FROM THE IMPROVEMENTS ASSOCIATED WITH THIS PLAT ARE DISCHARGED INTO AREAS IDENTIFIED ON THE IMPROVEMENT PLANS AS APPROVED BY MARION COUNTY FOR THE DEVELOPMENT OF THIS SUBDIVISION.
- PROPERTY IS LOCATED WITHIN THE SECONDARY ZONE OF THE SPRINGS PROTECTION ZONE.
- THIS PLAT IS 6 SHEETS IN TOTAL, AND ONE IS NOT COMPLETED WITHOUT THE OTHERS. FOR DEDICATION, NOTES, AND ACKNOWLEDGMENTS SEE SHEET 1, FOR BOUNDARY DETAIL AND LEGAL DESCRIPTION SEE SHEET 2, FOR LOTS DIMENSIONS SEE SHEET 3, 4, 5 AND 6.
- THE DEPICTION OF DRAINAGE, UTILITY, LANDSCAPE, AND PEDESTRIAN TRAIL EASEMENTS ON THE PLAT IS NOT INTENDED TO BE EXCLUSIVE OR LIMITING AND ADDITIONAL SUCH EASEMENTS MAY BE IDENTIFIED IN AND/OR ESTABLISHED BY THE COVENANTS, RESTRICTIONS AND/OR RESERVATIONS REFERENCED IN NOTE 7 ABOVE, INCLUDING SUPPLEMENTS THERETO, AND ADDITIONAL USES MAY BE PERMITTED OF THE EASEMENTS DEPICTED ON THE FACE OF THE PLAT PURSUANT TO SUCH COVENANTS, RESTRICTIONS AND/OR RESERVATIONS, AS SUPPLEMENTED.
- THE DEVELOPER, SUCCESSORS, AND ASSIGNS, HEREBY ACKNOWLEDGE AND UNDERSTAND THE SUBDIVISION HEREIN DESCRIBED AND ESTABLISHED IS CONTIGUOUS TO 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 14.01, FLORIDA STATUTES.
- NO MONUMENTATION WAS RECOVERED FOR THE UNDERLYING PLAT OF ASHLEY FARMS GOLF AND COUNTRY CLUB - PHASES 1A, AS RECORDED IN PLAT BOOK 11, PAGES 67 THROUGH 92 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
- ADVISORY NOTICE - TO THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AS A CONDITION PRECEDENT TO THE APPROVAL AND ACCEPTANCE OF THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS, DOES 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 COSTS 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.
- DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGES AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPE OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY APPLICABLE LAW.



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 BY COUNTY OFFICIALS: DEVELOPMENT REVIEW COMMITTEE:

- APPROVED:
- 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 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

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

### CLERK OF THE COURT'S CERTIFICATE FOR ACCEPTANCE AND RECORDING:

I, CLERK OF THE CIRCUIT COURT OF MARION COUNTY, FLORIDA, DO HEREBY ACCEPT THAT THIS PLAT IS "OCALA PRESERVE PHASE 12" FOR RECORDING. THIS PLAT FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, AT \_\_\_\_\_ A.M./P.M. AND RECORDED ON PAGE \_\_\_\_\_ OF PLAT BOOK \_\_\_\_\_ IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA.

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

### DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT FORESTAR (USA) REAL ESTATE GROUP, INC., OCALA PRESERVE ASSOCIATION, INC., AND OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, THE DEVELOPER AND FEE SIMPLE OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN AS "OCALA PRESERVE PHASE 12", BEING IN MARION COUNTY, FLORIDA HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS:  
OCALA PRESERVE ASSOCIATION, INC. SHALL HEREAFTER BE REFERRED TO AS THE "ASSOCIATION."

THE INTERIOR RIGHTS OF WAYS SHOWN ON THIS PLAT AND DESIGNATED AS TRACT A, ARE HEREBY DEDICATED PRIVATELY TO THE "ASSOCIATION," 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 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, FLORIDA IS HEREBY GRANTED AN EASEMENT OVER, ACROSS, THROUGH, AND UNDER ALL AREAS LOCATED WITHIN TRACT A FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF SANITARY SEWER AND WATER FACILITIES, LINES, OR EQUIPMENT. SUCH FACILITIES, LINES, AND EQUIPMENT SHALL, UPON COMPLETION OF CONSTRUCTION, BE MAINTAINED, REPAIRED, AND/OR REPLACED BY MARION COUNTY. PROVIDED, HOWEVER, IN THE EVENT THAT MARION COUNTY IS REQUIRED TO DEMOLISH OR REMOVE ANY PORTION OF STREET PAVEMENT, ROADWAY SURFACE INCLUDING BUT NOT LIMITED TO PAVERS, CUTTERS OR PRIVATE DRAINAGE IMPROVEMENTS, CURBING, LANDSCAPING, OR GRASS AREAS IN ORDER TO ENABLE THE COUNTY TO INSTALL, MAINTAIN, REPAIR AND/OR REPLACE ANY SUCH FACILITIES, MARION COUNTY SHALL, UPON COMPLETION OF SUCH MAINTENANCE, REPAIRS, AND/OR REPLACEMENT, REASONABLY RECONSTRUCT AND RESTORE ALL DISTURBED STREET PAVEMENT, ROADWAY SURFACE (INCLUDING BUT NOT LIMITED TO PAVERS), CUTTER OR PRIVATE DRAINAGE IMPROVEMENT, CURBING, LANDSCAPING, AND GRASS AREAS TO THEIR ORIGINAL CONDITION, PROVIDED, HOWEVER, THAT THE COUNTY SHALL ONLY BE REQUIRED TO RECONSTRUCT AND REPAIR SUCH STREET PAVEMENT OR ROADWAY SURFACE TO THE PREVAILING MINIMUM CONSTRUCTION QUALITY STANDARDS IN THEIR JURISDICTION.

TRACT B, TRACT C, TRACT D, TRACT E, TRACT F, TRACT G, AND TRACT H ARE DESIGNATED AS BUFFER/OPEN-SPACE/DRAINAGE AREAS, AND ARE HEREBY RESERVED BY THE DEVELOPER FOR FUTURE CONVEYANCE BY SEPARATE INSTRUMENT TO THE CDD OR THE ASSOCIATION FOR OWNERSHIP AND MAINTENANCE. MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON SAID TRACTS IN THE EVENT OF A LOCAL, STATE, OR FEDERAL STATE OF EMERGENCY, OR IN THE EVENT OF AN EMERGENCY WHEREIN THE HEALTH, SAFETY, OR WELFARE OF THE PUBLIC IS DEEMED TO BE AT RISK.

DEVELOPER HEREBY FURTHER RESERVES FOR FUTURE CONVEYANCE BY SEPARATE INSTRUMENT TO THE CDD OR THE ASSOCIATION PERPETUAL, NON-EXCLUSIVE EASEMENTS OVER, ACROSS, THROUGH, AND UNDER ALL AREAS IDENTIFIED ON THE PLAT AS "BUFFER/OPEN SPACE" FOR ACCESS, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF LANDSCAPING, IRRIGATION AND OTHER COMMON FACILITIES.

DEVELOPER HEREBY RESERVES TO ITSELF, ITS SUCCESSORS, AFFILIATES AND ASSIGNS, A PRIVATE, PERPETUAL NON-EXCLUSIVE EASEMENT OVER, ACROSS, THROUGH, AND UNDER TRACT B, TRACT C, TRACT D, TRACT E, TRACT F, TRACT G, TRACT H, FOR ACCESS, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF LANDSCAPING, IRRIGATION AND OTHER COMMON FACILITIES.

THE UTILITY EASEMENTS SHOWN OR NOTED HEREIN ARE RESERVED FOR SUCH USES BY UTILITY PROVIDERS (PUBLIC OR PRIVATE) TO WHOM RIGHTS IN SUCH EASEMENTS SHALL BE GRANTED FROM TIME TO TIME BY THE DEVELOPER. THE DEVELOPER FURTHER HEREBY RESERVES TO ITSELF, ITS SUCCESSORS, AFFILIATES AND ASSIGNS, A PRIVATE, PERPETUAL NON-EXCLUSIVE EASEMENT OVER, ACROSS, THROUGH, AND UNDER ALL SUBDIVIDED LOTS, INCLUDING BUT NOT LIMITED TO ALL AREAS IDENTIFIED ON THE PLAT AS UTILITY EASEMENTS, FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF UTILITY, AND ALL OTHER NECESSARY FACILITIES. THE FOREGOING DEDICATION SHALL NOT, IN AND OF ITSELF, CONSTITUTE PERMISSION TO ANY UTILITY PROVIDER TO USE THE LANDS DESCRIBED IN THIS PLAT TO PROVIDE SERVICES, NOR SHALL IT CONSTITUTE A PUBLIC DEDICATION OF THE SAME LANDS. IT IS ANTICIPATED THAT THE POTABLE WATER, WASTEWATER AND RECLAIMED SYSTEMS (IF ANY) SHALL BE CONSTRUCTED BY THE CDD OR THE DEVELOPER AND COVERED BY ONE OR MORE SEPARATE BILLS OF SALE FROM THE CDD OR THE DEVELOPER TO THE COUNTY, AND APPROVAL OF THIS PLAT SHALL NOT BE CONSIDERED AS THE COUNTY'S FINAL ACCEPTANCE OF SUCH SYSTEMS.

DEVELOPER HEREBY RESERVES FOR FUTURE CONVEYANCE BY SEPARATE INSTRUMENT TO THE CDD OR THE ASSOCIATION PERPETUAL, NON-EXCLUSIVE EASEMENTS OVER, ACROSS, THROUGH, AND UNDER ALL AREAS IDENTIFIED ON THE PLAT AS "DRAINAGE EASEMENTS" OR "UTILITY EASEMENTS" OR ACCESS, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF DRAINAGE, UTILITY OR OTHER IMPROVEMENTS. DEVELOPER FURTHER DEDICATES PERPETUAL, NON-EXCLUSIVE EASEMENTS OVER, ACROSS, THROUGH, AND UNDER ALL "UTILITY EASEMENT" TO ALL STREET LIGHT, TELEPHONE, ELECTRIC, NATURAL GAS, CABLE TELEVISION, AND OTHER PUBLIC AND QUAS-PUBLIC UTILITIES, SERVICES AND PROVIDERS, SELECTED AND APPROVED BY THE DEVELOPER, ASSOCIATION AND/OR CDD, FOR THEIR USE IN PERFORMING AND DISCHARGING THEIR DUTIES AND OBLIGATIONS TO PROVIDE SERVICES TO THE CDD, ASSOCIATION AND/OR THE OWNERS. THE FOREGOING DEDICATION SHALL NOT, IN AND OF ITSELF, CONSTITUTE PERMISSION TO ANY UTILITY PROVIDER TO USE THE LANDS DESCRIBED IN THIS PLAT TO PROVIDE SERVICES, NOR SHALL IT CONSTITUTE A PUBLIC DEDICATION OF THE SAME LANDS. THE OWNERS SHALL BE RESPONSIBLE FOR MAINTAINING AND REPAIRING ALL SURFACE AREAS ON THEIR INDIVIDUAL LOTS NOW OR HEREAFTER DESIGNATED EASEMENTS OR UTILITY EASEMENTS.

FORESTAR (USA) REAL ESTATE GROUP, INC.,  
A DELAWARE LIMITED LIABILITY COMPANY

WITNESS \_\_\_\_\_  
SIGNATURE

BY: ANTHONY J. SOUTHER  
ITS: VICE PRESIDENT

WITNESS \_\_\_\_\_  
SIGNATURE

FORESTAR (USA) REAL ESTATE GROUP, INC.,  
A DELAWARE LIMITED LIABILITY COMPANY

WITNESS \_\_\_\_\_  
SIGNATURE

BY: ANTHONY J. SOUTHER  
ITS: VICE PRESIDENT

WITNESS \_\_\_\_\_  
SIGNATURE

### NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

THE FOREGOING DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_\_ ONLINE NOTARIZATION, THIS DAY BY \_\_\_\_\_ AS \_\_\_\_\_ OF OCALA PRESERVE ASSOCIATION, INC. A DELAWARE LIMITED LIABILITY COMPANY, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT HE DID SO AS VICE PRESIDENT OF SAID CORPORATION, ALL BY AND WITH THE AUTHORITY OF THE MEMBERS OF SAID COMPANY.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

NOTARY PUBLIC: \_\_\_\_\_  
STATE OF: \_\_\_\_\_

### NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

THE FOREGOING DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_\_ ONLINE NOTARIZATION, THIS DAY BY \_\_\_\_\_ AS \_\_\_\_\_ OF OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT HE DID SO AS \_\_\_\_\_ OF SAID CORPORATION, ALL BY AND WITH THE AUTHORITY OF THE MEMBERS OF SAID COMPANY.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

NOTARY PUBLIC: \_\_\_\_\_  
STATE OF: \_\_\_\_\_

EXHIBIT B

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

### NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

THE FOREGOING DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_\_ ONLINE NOTARIZATION, THIS DAY BY \_\_\_\_\_ AS \_\_\_\_\_ OF OCALA PRESERVE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION TO ME WELL KNOWN TO BE THE PERSON DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT HE DID SO AS \_\_\_\_\_ OF SAID CORPORATION, ALL BY AND WITH THE AUTHORITY OF THE MEMBERS OF SAID COMPANY.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022. STATE OF: \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_

### SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLES 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.

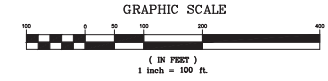
BY: CHRISTOPHER J. HOWSON, P.S.M.  
FLORIDA REGISTERED SURVEYOR NO. LS 6553  
JCH CONSULTING GROUP, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB 8071  
426 S.W. 15TH STREET, OCALA, FL 34471



**JCH**  
CONSULTING GROUP, INC.  
LAND DEVELOPMENT SURVEYING & MAPPING  
PLANNING, ENGINEERING & DESIGN  
SURVEYING & MAPPING  
LAND SURVEYING & MAPPING  
LAND SURVEYING & MAPPING

**OCALA PRESERVE PHASE 12**  
A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A REPLAT OF TRACT "D" OF OCALA PRESERVE PHASE 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.  
A PLANNED UNIT DEVELOPMENT  
SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
SHEET 2 OF 6



**DESCRIPTION:**

A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A PORTION OF TRACT "D" OF OCALA PRESERVE PHASE 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY MOST CORNER OF SAID OCALA PRESERVE PHASE 8; THENCE ALONG THE WEST BOUNDARY LINE OF THE EAST 1/2 OF SAID SECTION 33, 1,004'38" IN, 1,714.89 FEET TO THE NORTHERLY BOUNDARY LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4298, PAGE 46 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY LINE ALONG SAID NORTHERLY BOUNDARY LINE OF SAID OCALA PRESERVE PHASE 8 TO THE WESTERLY MOST CORNER OF OCALA PRESERVE PHASE 13 AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 142 THROUGH 147 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID OCALA PRESERVE PHASE 13 THE FOLLOWING SIX (6) COURSES: (1) S.241°14'14", 389.73 FEET; (2) THENCE S.44°01'21"E, 262.71 FEET; (3) THENCE S.54°27'22", 311.07 FEET; (4) THENCE S.44°04'54"E, 203.33 FEET; (5) THENCE S.48°52'22", 200.82 FEET; (6) THENCE S.56°05'53"E, 383.14 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF OCALA PRESERVE PHASE 11 AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 92 THROUGH 97 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, ALONG SAID NORTHERLY BOUNDARY LINE THE FOLLOWING TWENTY-THREE (23) COURSES: (1) S.33°52'11"W, 23.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, A CENTRAL ANGLE OF 092°2'08", AND A CHORD BEARING AND DISTANCE OF S.383°15'15"W, 30.22 FEET; (2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.25 FEET TO A POINT OF TANGENCY; (3) THENCE S.47°14'19"W, 43.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 72°30'57", AND A CHORD BEARING AND DISTANCE OF S.79°29'48"W, 29.57 FEET; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.64 FEET TO A POINT OF TANGENCY; (5) THENCE S.33°52'11"W, 69.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 28.00 FEET, A CENTRAL ANGLE OF 70°00'30", AND A CHORD BEARING AND DISTANCE OF S.103°07'12"E, 28.68 FEET; (6) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.55 FEET TO THE END OF SAID CURVE; (7) THENCE S.24°30'03"W, 45.76 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, A CENTRAL ANGLE OF 092°2'08", AND A CHORD BEARING AND DISTANCE OF S.29°11'07"W, 30.22 FEET; (8) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.25 FEET TO A POINT OF TANGENCY; (9) THENCE S.33°52'11"W, 10.77 FEET; (10) THENCE N.56°07'49"W, 115.00 FEET; (11) THENCE N.40°06'44"W, 12.91 FEET; (12) THENCE N.54°56'18"W, 43.81 FEET; (13) THENCE S.27°24'24"W, 54.50 FEET; (14) THENCE S.26°19'22"W, 56.80 FEET; (15) THENCE S.18°01'42"W, 47.34 FEET; (16) THENCE S.10°29'18"W, 47.34 FEET; (17) THENCE S.01°00'02"W, 61.50 FEET; (18) THENCE S.07°13'02"E, 52.07 FEET; (19) THENCE S.15°08'52"E, 47.34 FEET; (20) THENCE S.22°16'02"E, 47.34 FEET; (21) THENCE S.28°51'59"E, 283.41 FEET; (22) THENCE S.33°25'32"W, 49.25 FEET; (23) THENCE S.37°45'38"W, 66.28 FEET TO THE WESTERLY MOST CORNER OF SAID OCALA PRESERVE PHASE 11; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, ALONG THE NORTHERLY BOUNDARY LINE AND ITS PROJECTION THEREOF OF OCALA PRESERVE PHASE 9 AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA THE FOLLOWING THREE (3) COURSES: (1) S.81°03'41"W, 50.00 FEET; (2) THENCE S.64°05'45"W, 67.34 FEET; (3) THENCE S.69°31'44"W, 48.35 FEET; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, N.29°03'31"W, 383.94 FEET TO A POINT ON THE PROJECTION OF SAID NORTHERLY BOUNDARY LINE, THENCE ALONG SAID NORTHERLY BOUNDARY LINE AND THE PROJECTION THEREOF THE FOLLOWING THREE (3) COURSES: (1) N.90°00'00"W, 553.90 FEET; (2) THENCE S.00°43'36"W, 373.51 FEET; (3) THENCE N.89°26'24"W, 305.00 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 40.05 ACRES, MORE OR LESS.

PARCELS ID. 18686-000-01  
OWNER: GOLDEN OCALA EQUESTRIAN LAND LLC  
LAND USE: MEDIUM DENSITY RESIDENTIAL (MDR)

SUSTAINABLE LANDS  
AGRICULTURAL LANDS  
MORNING STAR 172489

CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	30.25	183.00	009°22'08"	30.22 S383°15'15"W
C2	31.64	25.00	072°30'57"	29.57 S79°29'48"W
C3	30.55	25.00	070°00'30"	28.68 S103°07'12"E
C4	30.25	183.00	009°22'08"	30.22 S29°11'07"E

LINE	BEARING	LENGTH
L1	S33°52'11"W	23.10
L2	S43°14'19"W	43.50
L3	S33°17'00"W	69.50
L4	S34°30'03"W	45.76
L5	S33°52'11"W	10.77
L6	S35°07'24"W	54.52
L7	S26°19'22"W	56.80
L8	N59°25'48"W	29.34

**FUTURE LAND USE DESIGNATIONS:**

MEDIUM RESIDENTIAL  
AGRICULTURAL LANDS  
MORNING STAR 172489

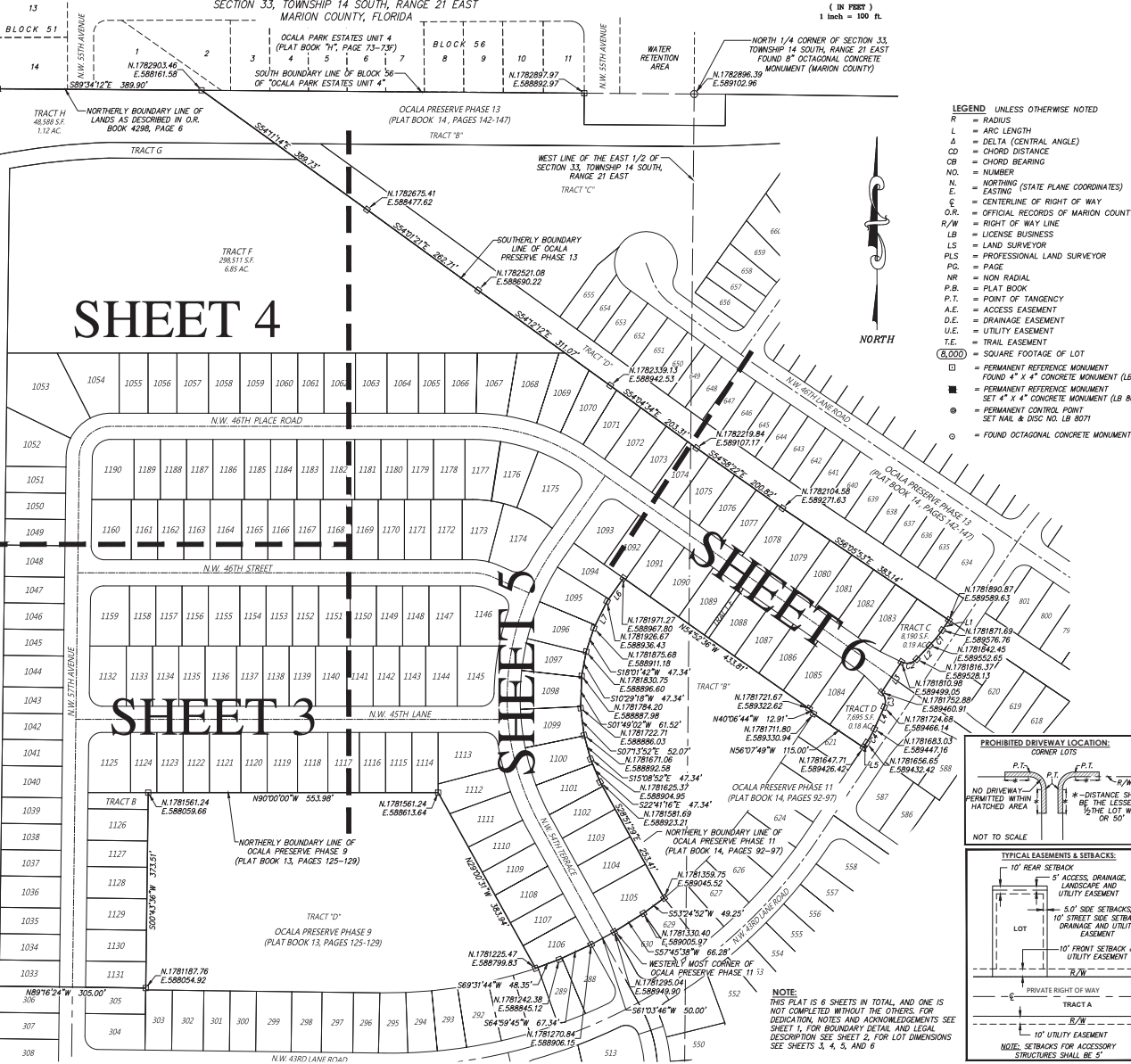
WEST BOUNDARY OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST

**SURVEYOR'S CERTIFICATE:**

I, CHRISTOPHER J. HOWSON, P.S.M., FLORIDA REGISTERED SURVEYOR NO. LS 6553, CERTIFICATE OF AUTHORIZATION NO. LB 8071, 426 S.W. 15TH STREET, OCALA, FL 34471, DO HEREBY CERTIFY THAT THIS PLAT DOES NOT ADVERSELY AFFECT THE LEGAL ACCESS OF ADJACENT PARCELS.

POINT OF BEGINNING  
NORTHWESTERLY MOST CORNER OF TRACT "D" OF OCALA PRESERVE PHASE 9 PER PLAT BOOK 13, PAGES 125-129  
N.178191.63  
E.58749.94

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



# OCALA PRESERVE PHASE 12

A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A REPLAT OF TRACT "D" OF Ocala PRESERVE PHASE 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

A PLANNED UNIT DEVELOPMENT  
SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA

- LEGEND - UNLESS OTHERWISE NOTED**
- R = RADIUS
  - L = ARC LENGTH
  - Δ = DELTA (CENTRAL ANGLE)
  - CD = CHORD DISTANCE
  - CB = CHORD BEARING
  - NO. = NUMBER
  - N. = NORTHING (STATE PLANE COORDINATES)
  - E. = EASTING
  - C = 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
  - NR = NON RADIAL
  - P.B. = PLAT BOOK
  - P.T. = POINT OF TANGENCY
  - A.E. = ACCESS EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - U.E. = UTILITY EASEMENT
  - T.E. = TRAIL EASEMENT
  - = SQUARE FOOTAGE OF LOT
  - ▣ = PERMANENT REFERENCE MONUMENT FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
  - = PERMANENT REFERENCE MONUMENT SET 4" X 4" CONCRETE MONUMENT (LB 8071)
  - = PERMANENT CONTROL POINT SET NAIL & DISC NO. LB 8071
  - = FOUND OCTAGONAL CONCRETE MONUMENT

LINE	BEARING	LENGTH
L1	S33°52'11"W	23.10
L2	S43°14'19"W	43.50
L3	S33°17'00"W	69.50
L4	S24°30'03"W	45.76
L5	S33°52'11"W	10.77
L6	S35°07'24"W	54.52
L7	S26°19'22"W	56.80
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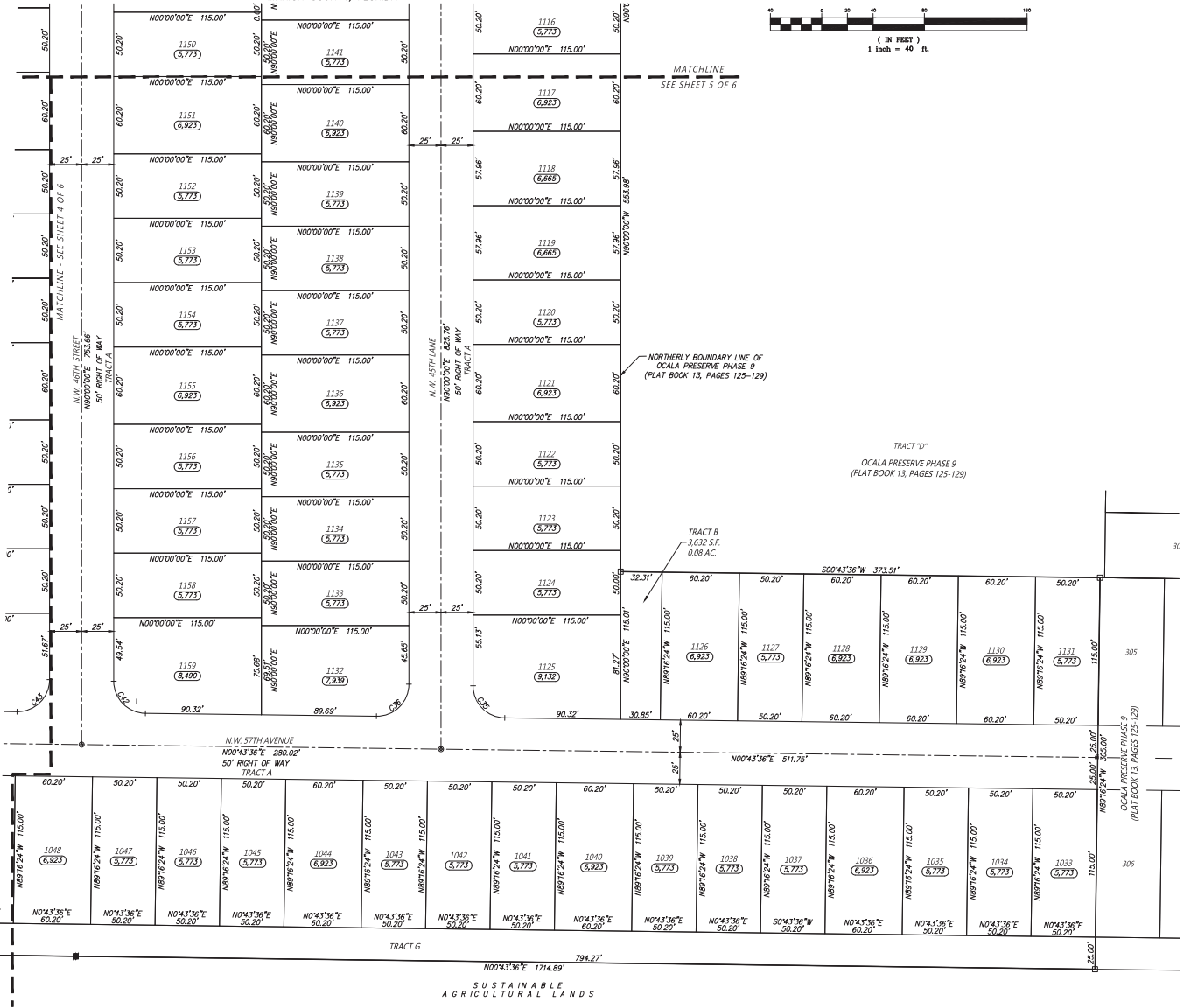
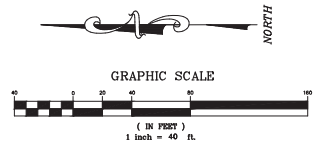
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C35	38.95	25.00	089°16'24"	35.13	S45°21'48"W
C36	39.59	25.00	090°43'36"	35.58	S44°38'12"E
C42	38.95	25.00	089°16'24"	35.13	S45°21'48"W
C43	39.59	25.00	090°43'36"	35.58	N44°38'12"W

PREPARED BY: JCH CONSULTING GROUP, INC. 428 SW 15TH STREET, Ocala, FL 34477

**NOTE:**  
THIS PLAT IS 6 SHEETS IN TOTAL AND ONE IS NOT COMPLETED WITHOUT THE OTHERS. FOR DEDICATION, NOTES AND ACKNOWLEDGEMENTS SEE SHEET 1, FOR BOUNDARY DETAIL AND LEGAL DESCRIPTION SEE SHEET 2, FOR LOT DIMENSIONS SEE SHEETS 3, 4, 5, AND 6.

**SURVEYOR'S CERTIFICATE:**  
I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLES 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: CHRISTOPHER J. HOWSON, P.S.M.  
FLORIDA REGISTERED SURVEYOR NO. LS 6553  
JCH CONSULTING GROUP, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB 8071  
428 SW 15TH STREET, Ocala, FL 34477



SUSTAINABLE  
AGRICULTURAL LANDS

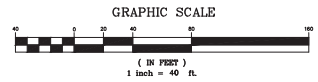




**JCH**  
CONSULTING GROUP, INC.  
LAND DEVELOPMENT SURVEYING & MAPPING  
PLANNING, ENVIRONMENTAL & GIS  
CONSULTANTS OF PROFESSIONAL LAND SURVEYORS  
PROFESSIONAL ENGINEERS (P.E. LICENSED)  
SINCE 1977 (PLAT BOOK 13, PAGE 125)  
1100 WEST Ocala Parkway, Suite 200  
Ocala, Florida 34477

# OCALA PRESERVE PHASE 12

A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A REPLAT OF TRACT "D" OF OCALA PRESERVE PHASE 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.  
A PLANNED UNIT DEVELOPMENT  
SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA



- LEGEND UNLESS OTHERWISE NOTED**
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  - Δ = DELTA (CENTRAL ANGLE)
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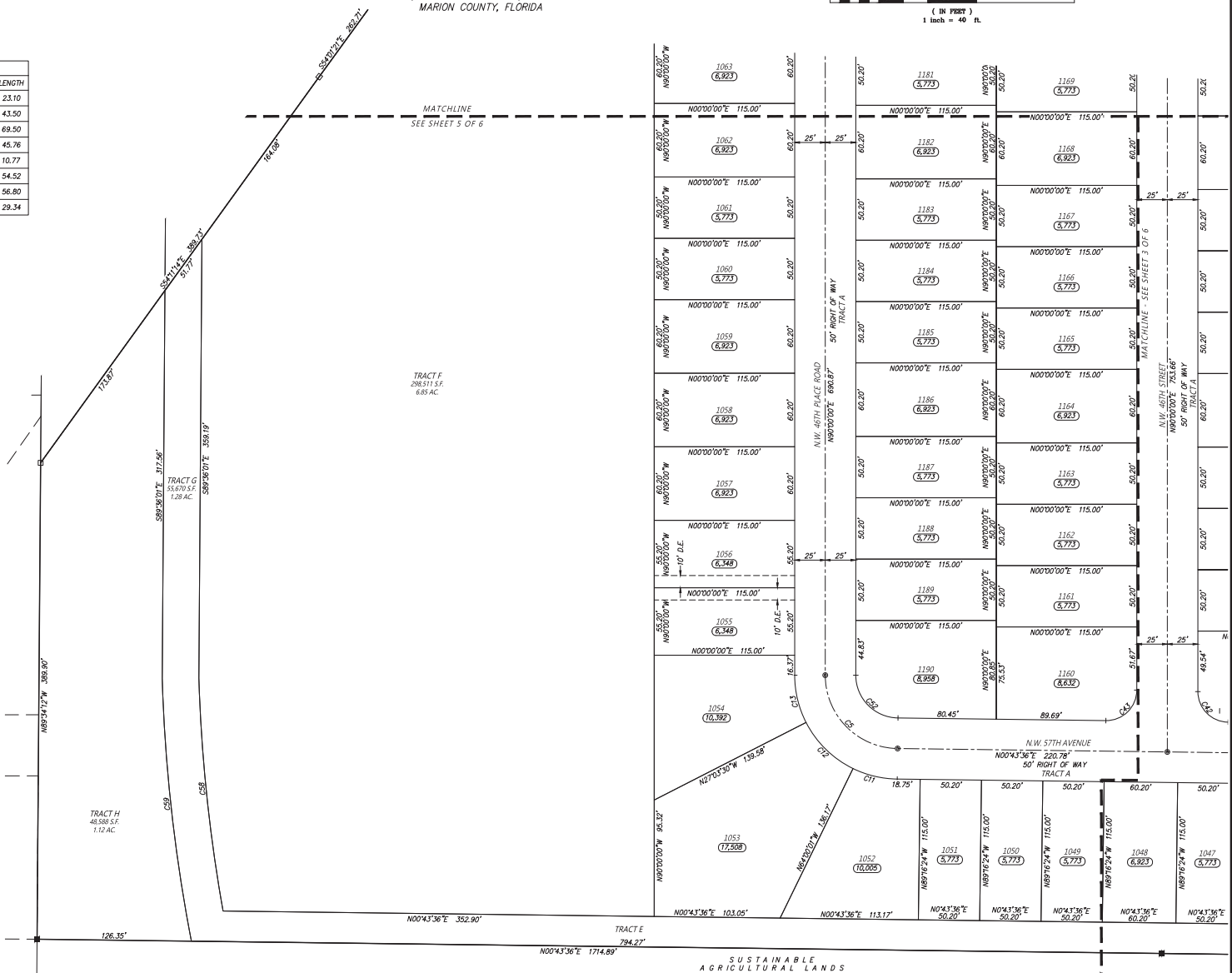
LINE	BEARING	LENGTH
L1	S33°52'11"W	23.10
L2	S43°14'19"W	43.50
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L4	S24°30'03"W	45.76
L5	S33°52'11"W	10.77
L6	S35°07'24"W	54.52
L7	S26°19'22"W	56.80
L8	N59°25'48"W	29.34

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C5	93.49	60.00	089°16'24"	84.31	N45°21'48"E
C11	37.49	85.00	025°16'23"	37.19	N13°21'48"E
C12	54.80	85.00	036°56'31"	53.86	N44°28'14"E
C13	40.14	85.00	027°03'30"	39.77	N76°28'15"E
C42	38.95	25.00	089°16'24"	35.13	S45°21'48"W
C43	39.59	25.00	090°43'36"	35.58	N44°38'12"W
C52	54.53	35.00	089°16'24"	49.18	S45°21'48"W
C58	191.81	1314.00	008°21'49"	191.64	N84°03'58"E
C59	216.49	1344.00	009°13'45"	216.26	N83°39'27"E

**NOTE:**  
THIS PLAT IS 6 SHEETS IN TOTAL, AND ONE IS NOT COMPLETED WITHOUT THE OTHERS. FOR DEDICATION, NOTES AND ACKNOWLEDGEMENTS SEE SHEET 1, FOR BOUNDARY DETAIL AND LEGAL DESCRIPTION SEE SHEET 2, FOR LOT DIMENSIONS SEE SHEETS 3, 4, 5, AND 6.

**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: CHRISTOPHER J. HOWSON, P.S.M.  
FLORIDA REGISTERED SURVEYOR NO. LS 6553  
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CERTIFICATE OF AUTHORIZATION NO. LB 8071  
426 S.W. 15TH STREET, OCALA, FL 34477

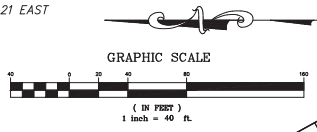
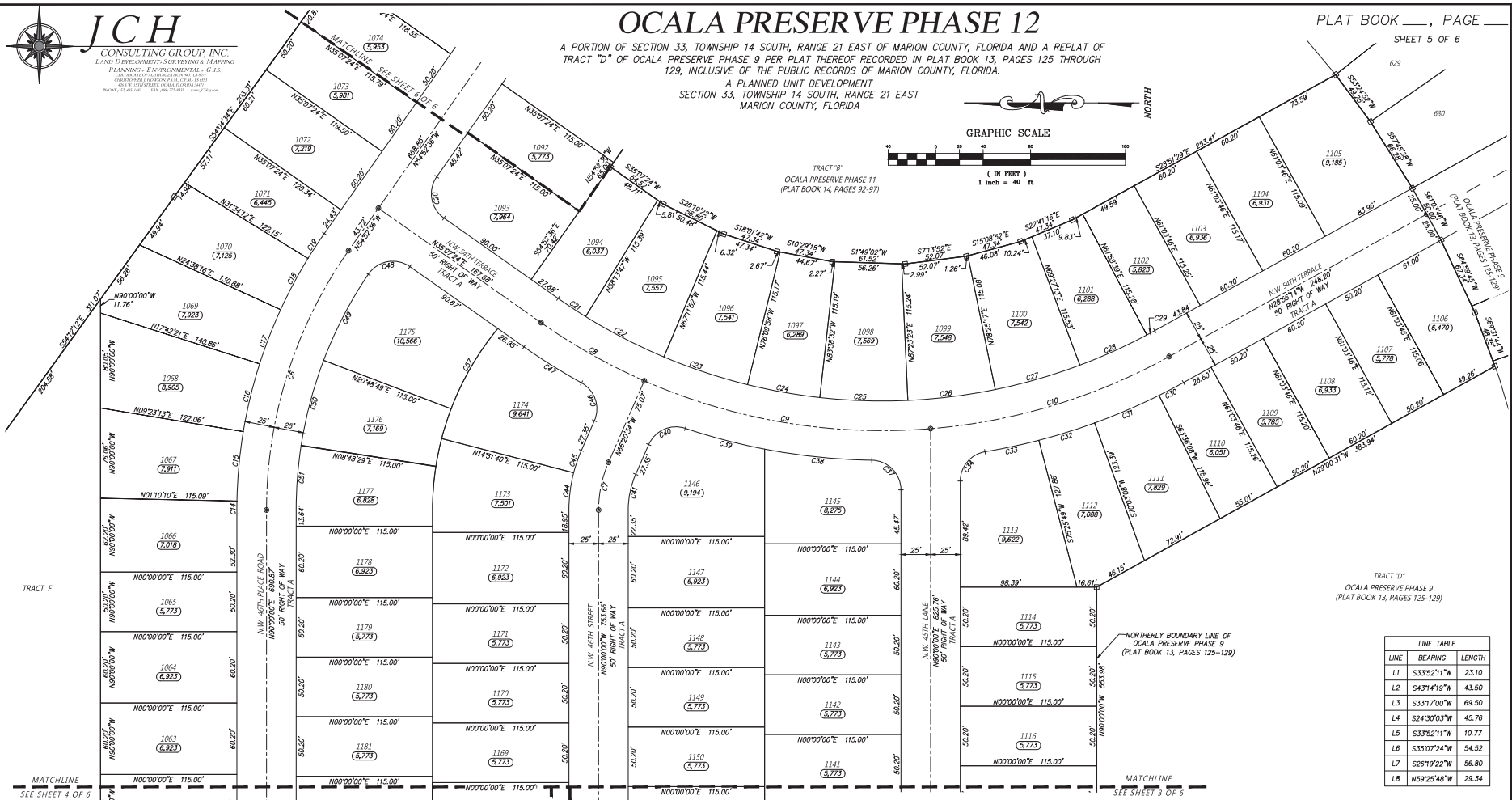


S U S T A I N A B L E  
A G R I C U L T U R A L L A N D S



# OCALA PRESERVE PHASE 12

A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A REPLAT OF TRACT "D" OF Ocala Preserve Phase 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.  
A PLANNED UNIT DEVELOPMENT  
SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA



LINE TABLE		
LINE	BEARING	LENGTH
L1	S33°52'11"W	23.10
L2	S43°19'19"W	43.50
L3	S33°17'00"W	69.50
L4	S24°30'03"W	45.76
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L6	S35°07'24"W	54.52
L7	S26°19'22"W	56.80
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CURVE TABLE					CURVE TABLE					CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C6	232.95	380.00	035°07'24"	229.32	N72°26'18"W	C23	74.35	475.00	008°58'06"	74.27	S18°19'05"W	C39	69.22	525.00	007°33'15"	69.17	N14°39'51"E
C7	41.29	100.00	023°39'26"	41.00	N78°10'17"W	C24	61.98	475.00	007°28'34"	61.94	S10°05'45"W	C40	36.99	25.00	084°47'03"	33.71	N23°57'03"W
C8	100.06	500.00	011°27'59"	99.90	N29°23'25"E	C25	74.35	475.00	008°58'05"	74.27	S01°52'25"W	C41	30.97	75.00	023°39'26"	30.75	N78°10'17"W
C9	247.33	500.00	028°20'52"	244.82	N09°29'10"E	C26	74.35	475.00	008°58'06"	74.27	S07°05'40"E	C44	31.69	125.00	014°31'40"	31.61	S82°44'10"E
C10	211.64	500.00	024°15'08"	210.06	N16°48'40"W	C27	74.35	475.00	008°58'04"	74.27	S16°03'45"E	C45	19.92	125.00	009°07'46"	19.90	S70°54'27"E
C14	7.55	405.00	001°04'06"	7.55	S89°27'57"E	C28	61.98	475.00	007°28'34"	61.93	S24°17'04"E	C46	36.99	25.00	084°47'03"	33.71	N71°15'24"E
C15	58.80	405.00	008°19'07"	58.75	S84°46'20"E	C29	7.58	475.00	000°54'53"	7.58	S28°28'48"E	C47	57.27	525.00	006°15'01"	57.24	N31°59'54"E
C16	58.80	405.00	008°19'07"	58.75	S76°27'13"E	C30	23.27	525.00	002°32'23"	23.27	N27°40'03"W	C48	39.75	25.00	091°05'27"	35.69	N10°25'19"W
C17	49.00	405.00	006°55'55"	48.97	S68°49'41"E	C31	59.10	525.00	006°27'00"	59.07	N23°10'22"W	C49	81.90	355.00	013°31'08"	81.72	N62°34'37"W
C18	49.00	405.00	006°55'55"	48.97	S61°53'46"E	C32	49.28	525.00	005°22'41"	49.26	N17°15'31"W	C50	74.39	355.00	012°00'20"	74.25	N75°11'21"W
C19	25.12	405.00	003°33'13"	25.11	S56°39'12"E	C33	46.39	525.00	005°03'47"	46.38	N12°02'18"W	C51	54.57	355.00	008°48'29"	54.52	N85°35'46"W
C20	39.27	25.00	090°00'00"	35.36	N80°07'24"E	C34	35.12	25.00	080°29'36"	32.30	N49°45'12"W	C52	78.68	240.00	018°46'58"	78.33	S59°47'42"E
C21	27.80	475.00	003°21'11"	27.79	S33°26'49"W	C37	38.85	25.00	089°02'45"	35.06	N45°28'38"E						
C22	74.35	475.00	008°58'06"	74.27	S27°11'11"W	C38	91.02	525.00	008°55'59"	90.90	N05°55'15"E						

**NOTE:**  
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**SURVEYOR'S CERTIFICATE:**  
I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 173, 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: CHRISTOPHER J. HOWSON, P.S.M.  
FLORIDA REGISTERED SURVEYOR NO. LS 6553  
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- R = RADIUS
  - L = ARC LENGTH
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  - = PERMANENT REFERENCE MONUMENT SET 4" X 4" CONCRETE MONUMENT (LB 8071)
  - = LICENSE BUSINESS
  - = PERMANENT CONTROL POINT SET NAIL & DISC NO. LB 8071
  - = FOUND OCTAGONAL CONCRETE MONUMENT

PREPARED BY: JCH CONSULTING GROUP, INC. 426 SW 15TH STREET, Ocala, FL 34471



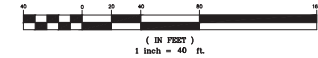
**JCH**  
CONSULTING GROUP, INC.  
LAND DEVELOPMENT, SURVEYING & MAPPING  
PLANNING, ENVIRONMENTAL & GIS  
CONSTRUCTION ADMINISTRATION & LEASING  
INDEPENDENT DESIGNER/GENERAL CONTRACTOR  
NO. 10110 PINEAPPLE AVENUE, SUITE 200  
MARIETTA, GA 30067-2000

# OCALA PRESERVE PHASE 12

A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A REPLAT OF TRACT "D" OF Ocala Preserve Phase 9 PER PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

A PLANNED UNIT DEVELOPMENT  
SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA

GRAPHIC SCALE



- LEGEND UNLESS OTHERWISE NOTED**
- R = RADIUS
  - L = ARC LENGTH
  - Δ = DELTA (CENTRAL ANGLE)
  - CD = CHORD DISTANCE
  - CB = CHORD BEARING
  - NO. = NUMBER
  - N. = NORTHING (STATE PLANE COORDINATES)
  - E. = EASTING (STATE PLANE COORDINATES)
  - C. = 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
  - NR = NON RADIAL
  - P.B. = PLAT BOOK
  - P.T. = POINT OF TANGENCY
  - A.E. = ACCESS EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - U.E. = UTILITY EASEMENT
  - T.E. = TRAIL EASEMENT
  - (8,000) = SQUARE FOOTAGE OF LOT
  - = PERMANENT REFERENCE MONUMENT FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
  - = PERMANENT REFERENCE MONUMENT SET 4" X 4" CONCRETE MONUMENT (LB 8071)
  - ⊙ = PERMANENT CONTROL POINT SET WALL & DOTS NO. LB 8071
  - = FOUND OCTAGONAL CONCRETE MONUMENT

**NOTE:**  
THIS PLAT IS 6 SHEETS IN TOTAL AND ONE IS NOT COMPLETED WITHOUT THE OTHERS. FOR DEDICATION, NOTES AND ACKNOWLEDGEMENTS SEE SHEET 1, FOR BOUNDARY DETAIL AND LEGAL DESCRIPTION SEE SHEET 2, FOR LOT DIMENSIONS SEE SHEETS 3, 4, 5, AND 6.

**SURVEYOR'S CERTIFICATE:**  
I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLES WITH THE REQUIREMENTS OF CHAPTER 173, 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: CHRISTOPHER J. HOWSON, P.S.M.  
FLORIDA REGISTERED SURVEYOR NO. LS 6553  
JCH CONSULTING GROUP, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB 8071  
426 S.W. 15TH STREET, OCALA, FL 34471



**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	30.25	185.00	009°22'08"	30.22	S38°31'15"W
C2	31.64	25.00	072°30'57"	29.57	S79°29'48"W
C3	30.55	25.00	070°00'30"	28.68	S10°30'12"E
C4	30.25	185.00	009°22'08"	30.22	S29°11'07"W
C6	232.95	380.00	035°07'24"	229.32	N72°26'18"W
C8	100.06	500.00	011°27'59"	99.90	N29°23'25"E
C16	58.80	405.00	008°19'07"	58.75	S76°27'13"E
C17	49.00	405.00	006°55'55"	48.97	S68°49'41"E
C18	49.00	405.00	006°55'55"	48.97	S61°53'46"E
C19	25.12	405.00	003°33'13"	25.11	S56°39'12"E
C20	39.27	25.00	090°00'00"	35.36	N80°07'24"E
C21	27.80	475.00	003°21'11"	27.79	S33°26'49"W
L5	333°52'11"W	10.77			
C22	74.35	475.00	008°58'06"	74.27	S27°17'11"W
C23	74.35	475.00	008°58'06"	74.27	S18°19'05"W
C46	36.99	25.00	084°47'03"	33.71	N71°15'54"E
C47	57.27	525.00	006°15'01"	57.24	N31°59'54"E
C48	39.75	25.00	091°05'27"	35.69	N10°25'19"W
C49	81.90	355.00	013°13'08"	81.72	N62°34'37"W
C50	74.39	355.00	012°00'20"	74.25	N75°11'21"W

**LINE TABLE**

LINE	BEARING	LENGTH
L1	S33°52'11"W	23.10
L2	S43°14'19"W	43.50
L3	S33°17'00"W	69.50
L4	S24°30'03"W	45.76
L5	S33°52'11"W	10.77
L6	S35°07'24"W	54.52
L7	S26°19'22"W	56.80
L8	N59°25'48"W	29.34

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



**CONTRACTOR ACKNOWLEDGMENT AND RELEASE**  
**OCALA PRESERVE PHASE 12A UTILITIES IMPROVEMENTS**

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 29<sup>th</sup> day of November, 2022, by **Ciraco Underground, Inc.**, having a mailing address of PO Box 1017, Belleview, Florida 34421 ("**Contractor**"), in favor of the **Ocala Preserve Community Development District** ("**District**"), which is a local unit of special-purpose government situated in the City of Cape Coral, Marion County, Florida, and having offices at c/o Wrathell Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS**, pursuant to that certain *Florida Independent Contractor Agreement For Land Development (Fixed Price Award)*, dated May 10, 2021, and between Contractor and Forestar (USA) Real Estate Group Inc., a Delaware corporation ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

**WHEREAS**, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands

that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

[SIGNATURE PAGE TO FOLLOW]



[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

CIRACO UNDERGROUND, INC.

Justin Ciraco  
By: Justin Ciraco  
Its: Vice President

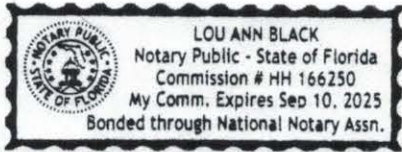
STATE OF Florida  
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 29 day of November, 2022, by Justin Ciraco as Vice President of Ciraco Underground Inc. and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

Lou Ann Black  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: Lou Ann Black  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)



### EXHIBIT A

#### Description of Ocala Preserve Phase 12A Utilities Improvements

**Phase 12A Utilities** - All Phase 12A wastewater and potable water facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment, and appurtenances thereto, as located within those certain portions of the rights-of-way designated as that certain portion of Tract A (identified below and designated as N.W. 57<sup>th</sup> Avenue, N.W. 45<sup>th</sup> Lane, and N.W. 54<sup>th</sup> Terrace), located in the **proposed** plat known as Ocala Preserve Phase 12, attached hereto as **Exhibit B**.

Description	CDD Eligible Amount	Paid to Date	Balance Owed	Retainage
Potable Water	\$463,480.00	\$402,612.00	\$14,520.00	\$46,348.00
Wastewater	\$436,820.00	\$368,558.08	\$24,579.92	\$43,682.00
<b>TOTAL:</b>	<b>\$900,300.00</b>	<b>\$771,170.08</b>	<b>\$39,099.92</b>	<b>\$90,030.00</b>







JCH CONSULTING GROUP, INC. LAND DEVELOPMENT, SURVEYING & APPRAISAL

OCALA PRESERVE PHASE 12

A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A REPLAT OF TRACT "D" OF Ocala Preserve Phase 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1. 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.
2. CURRENT ZONING IS PUD (PLANNED UNIT DEVELOPMENT), CURRENT LAND USE: MEDIUM DENSITY RESIDENTIAL.
3. THIS PLAT CONTAINS 158 LOTS, 8 TRACTS AND 1.02 MILES OF ROAD.
4. BEARINGS SHOWN HEREON ARE ASSIGNED BASED ON THE SOUTH BOUNDARY OF THE S.E. 1/4 OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST, AS BEING N00°04'49"W.



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.

- APPROVAL BY COUNTY OFFICIALS: DEVELOPMENT REVIEW COMMITTEE. APPROVED: BY: COUNTY ENGINEERING, COUNTY FIRE SERVICES, COUNTY GROWN SERVICES, COUNTY SURVEYOR, COUNTY UTILITIES, COUNTY BUILDING SAFETY.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS: THIS IS TO CERTIFY THAT ON THE \_\_\_\_ DAY OF \_\_\_\_, 2022 THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA.

BY: GREGORY C. HARRELL, CLERK OF THE CIRCUIT COURT. CLERK OF THE CIRCUIT COURT OF MARION COUNTY, FLORIDA, DO HEREBY ACCEPT THAT THIS PLAT OF 'OCALA PRESERVE PHASE 12' FOR RECORDING, THIS PLAT FILED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_, 2022, AT \_\_\_\_ A.M./P.M. AND RECORDED ON PAGE \_\_\_\_ OF PLAT BOOK \_\_\_\_ IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA.

NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA, COUNTY OF HILLSBOROUGH. THE FOREGOING DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION THIS DAY BY AS \_\_\_\_ OF Ocala PRESERVE COMMUNITY DEVELOPMENT DISTRICT, TO BE WELL KNOWN TO BE THE PERSON DESCRIBED HEREIN \_\_\_\_ AND WHO PRODUCED IDENTIFICATION \_\_\_\_ AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT HE DID SO AS \_\_\_\_ OF SAID CORPORATION, ALL BY AND WITH THE AUTHORITY OF THE MEMBERS OF SAID COMPANY.

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLES 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: CHRISTOPHER J. HOBSON, P.S.M. FLORIDA REGISTERED SURVEYOR NO. LS 6553 JCH CONSULTING GROUP, INC. CERTIFICATE OF AUTHORIZATION NO. LB 8071 426 S.W. 15TH STREET, OCALA, FL 34471

DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT FORESTAR (USA) REAL ESTATE GROUP, INC., OCALA PRESERVE ASSOCIATION, INC. AND OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT THE DEVELOPER AND THE SINGLE OWNER OF THE LAND DESCRIBED AND PLATTED HEREON AS 'OCALA PRESERVE PHASE 12', BEING IN MARION COUNTY, HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS: OCALA PRESERVE ASSOCIATION, INC. SHALL HERINAFTER BE REFERRED TO AS THE 'ASSOCIATION.'

THE INTERIOR RIGHTS OF WAYS SHOWN ON THIS PLAT AND DESIGNATED AS TRACT A, ARE HEREBY DEDICATED PRIVATELY TO THE 'ASSOCIATION'. ALL PUBLIC UTILITIES 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 STREETS. MARION COUNTY IS GRANTED AN EASEMENT FOR EMERGENCY MAINTENANCE IN THE EVENT OF A LOCAL, STATE, OR FEDERAL STATE OF EMERGENCY WHEN 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, FLORIDA IS HEREBY GRANTED AN EASEMENT OVER, ACROSS, THROUGH, AND UNDER ALL AREAS LOCATED WITHIN TRACT A FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF SANITARY SEWER AND WATER FACILITIES, LINES, OR EQUIPMENT. SUCH FACILITIES, LINES, AND EQUIPMENT SHALL, UPON COMPLETION OF CONSTRUCTION, BE MAINTAINED, REPAIRED, AND/OR REPLACED BY MARION COUNTY. HOWEVER, IN THE EVENT THAT MARION COUNTY IS REQUIRED TO DEMOLISH OR REMOVE ANY PORTION OF STREET PAVEMENT, ROADWAY SURFACE INCLUDING BUT NOT LIMITED TO PARKERS, CUTTERS OR PRIVATE DRAINAGE IMPROVEMENTS, CURBS, LANDSCAPING, OR GRASS AREAS IN ORDER TO ENABLE THE COUNTY TO INSTALL, MAINTAIN, REPAIR AND/OR REPLACE ANY SUCH FACILITIES, MARION COUNTY SHALL, UPON COMPLETION OF SUCH MAINTENANCE, REPAIRS, AND/OR REPLACEMENT, REASONABLY RECONSTRUCT AND RESTORE ALL DISTURBED STREET PAVEMENT, ROADWAY SURFACE (INCLUDING BUT NOT LIMITED TO PARKERS, CUTTER OR PRIVATE DRAINAGE IMPROVEMENT, CURBS, LANDSCAPING, AND GRASS AREAS) TO THEIR ORIGINAL CONDITION PROVIDED, HOWEVER, THAT THE COUNTY SHALL ONLY BE REQUIRED TO RECONSTRUCT AND REPAIR SUCH STREET PAVEMENT OR ROADWAY SURFACE TO THE PREVAILING MINIMUM CONSTRUCTION QUALITY STANDARDS IN THIS JURISDICTION.

TRACT B, TRACT C, TRACT D, TRACT E, TRACT F, TRACT G, AND TRACT H, ARE DESIGNATED AS BUFFER/OPEN-SPACE/DRAINAGE AREAS, AND ARE HEREBY RESERVED BY THE DEVELOPER FOR FUTURE CONVEYANCE BY SEPARATE INSTRUMENT TO THE CDD OR THE ASSOCIATION FOR OWNERSHIP AND MAINTENANCE. MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON SAID TRACTS IN THE EVENT OF A LOCAL, STATE, OR FEDERAL STATE OF EMERGENCY, OR IN THE EVENT OF AN EMERGENCY WHEREIN THE HEALTH, SAFETY, OR WELFARE OF THE PUBLIC IS DEEMED TO BE AT RISK.

DEVELOPER HEREBY FURTHER RESERVES FOR FUTURE CONVEYANCE BY SEPARATE INSTRUMENT TO THE CDD OR THE ASSOCIATION PERPETUAL, NON-EXCLUSIVE EASEMENTS OVER, ACROSS, THROUGH, AND UNDER ALL AREAS IDENTIFIED ON THE PLAT AS 'BUFFER/OPEN SPACE' FOR ACCESS, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF LANDSCAPING, IRRIGATION AND OTHER COMMON FACILITIES.

DEVELOPER HEREBY RESERVES TO ITSELF, ITS SUCCESSORS, AFFILIATES AND ASSIGNS, A PRIVATE, PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, ACROSS, THROUGH, AND UNDER TRACT B, TRACT C, TRACT D, TRACT E, TRACT F, TRACT G, AND TRACT H, FOR ACCESS, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF LANDSCAPING, IRRIGATION AND OTHER COMMON FACILITIES.

THE UTILITY EASEMENTS SHOWN OR NOTED HEREIN ARE RESERVED FOR SUCH USES BY UTILITY PROVIDERS (PUBLIC OR PRIVATE) TO WHOM RIGHTS IN SUCH EASEMENTS SHALL BE GRANTED FROM TIME TO TIME. BY THE DEVELOPER, THE DEVELOPER FURTHER HEREBY RESERVES TO ITSELF, ITS SUCCESSORS, AFFILIATES, AND ASSIGNS, A PRIVATE, PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, ACROSS, THROUGH, AND UNDER ALL SUBDIVIDED LOTS, INCLUDING BUT NOT LIMITED TO ALL AREAS IDENTIFIED ON THE PLAT AS UTILITY EASEMENTS, FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF UTILITY, AND ALL OTHER NECESSARY FACILITIES. THE FOREGOING DEDICATION SHALL, NOT, IN AND OF ITSELF, CONSTITUTE PERMISSION TO ANY UTILITY PROVIDER TO USE THE LANDS DESCRIBED IN THIS PLAT TO PROVIDE SERVICES, NOR SHALL IT CONSTITUTE A PUBLIC DEDICATION OF THE SAME LANDS. IT IS ANTICIPATED THAT THE POTABLE WATER, WASTEWATER AND RECLAIMED SYSTEMS (IF ANY) SHALL BE CONSTRUCTED BY THE CDD OR THE DEVELOPER AND CONVEYED BY ONE OR MORE SEPARATE BELLS OF SALE FROM THE CDD OR THE DEVELOPER TO THE COUNTY, AND APPROVAL OF THIS PLAT SHALL NOT BE CONSTRUED AS THE COUNTY'S FINAL ACCEPTANCE OF SUCH SYSTEMS.

DEVELOPER HEREBY RESERVES FOR FUTURE CONVEYANCE BY SEPARATE INSTRUMENT TO THE CDD OR THE ASSOCIATION PERPETUAL, NON-EXCLUSIVE EASEMENTS OVER, ACROSS, THROUGH, AND UNDER ALL AREAS IDENTIFIED ON THE PLAT AS 'DRAINAGE EASEMENTS' OR 'UTILITY EASEMENTS' OR ACCESS, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF DRAINAGE, UTILITY OR OTHER IMPROVEMENTS. DEVELOPER FURTHER DEDICATES PERPETUAL, NON-EXCLUSIVE EASEMENTS OVER, ACROSS, THROUGH, AND UNDER ALL 'UTILITY EASEMENT' TO ALL STREET LIGHT, TELEPHONE, ELECTRIC, NATURAL GAS, CABLE TELEVISION, AND OTHER PUBLIC AND QUAS-PUBLIC UTILITIES, SERVICES AND PROVIDERS, SELECTED AND APPROVED BY THE DEVELOPER, ASSOCIATION AND/OR CDD, FOR THEIR USE IN PERFORMING AND DISCHARGING THEIR DUTIES AND OBLIGATIONS TO PROVIDE SERVICES TO THE CDD, ASSOCIATION AND/OR THE OWNERS. THE FOREGOING DEDICATION SHALL, NOT, IN AND OF ITSELF, CONSTITUTE PERMISSION TO ANY UTILITY PROVIDER TO USE THE LANDS DESCRIBED IN THIS PLAT TO PROVIDE SERVICES, NOR SHALL IT CONSTITUTE A PUBLIC DEDICATION OF THE SAME LANDS. THE OWNERS SHALL BE RESPONSIBLE FOR MAINTAINING AND REPAIRING ALL SURFACE AREAS ON THEIR INDIVIDUAL LOTS, NOW OR HERINAFTER DESIGNATED EASEMENTS OF UTILITY EASEMENTS.

FORESTAR (USA) REAL ESTATE GROUP, INC., A DELAWARE LIMITED LIABILITY COMPANY. WITNESS SIGNATURE, PRINTED NAME.

BY: FRANK NAME: ANTHONY J. SOUTHWELL, ITS VICE PRESIDENT. WITNESS SIGNATURE, PRINTED NAME.

FORESTAR (USA) REAL ESTATE GROUP, INC., A DELAWARE LIMITED LIABILITY COMPANY. WITNESS SIGNATURE, PRINTED NAME.

BY: FRANK NAME: ANTHONY J. SOUTHWELL, ITS VICE PRESIDENT. WITNESS SIGNATURE, PRINTED NAME.

NOTARY ACKNOWLEDGMENT: STATE OF FLORIDA, COUNTY OF HILLSBOROUGH.

THE FOREGOING DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS DAY BY ANTHONY J. SOUTHWELL, AS VICE PRESIDENT, OF FORESTAR (USA) REAL ESTATE GROUP, INC., A DELAWARE CORPORATION, TO BE WELL KNOWN TO BE THE PERSON DESCRIBED HEREIN \_\_\_\_ AND WHO PRODUCED IDENTIFICATION \_\_\_\_ AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT HE DID SO AS VICE PRESIDENT OF SAID CORPORATION, ALL BY AND WITH THE AUTHORITY OF THE MEMBERS OF SAID COMPANY.

WITNESS MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_, 2022. NOTARY PUBLIC: STATE OF: \_\_\_\_ COMMISSION EXPIRES: \_\_\_\_

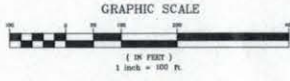
NOTARY ACKNOWLEDGMENT: STATE OF FLORIDA, COUNTY OF HILLSBOROUGH.

THE FOREGOING DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS DAY BY \_\_\_\_ AS \_\_\_\_ OF Ocala PRESERVE COMMUNITY DEVELOPMENT DISTRICT, TO BE WELL KNOWN TO BE THE PERSON DESCRIBED HEREIN \_\_\_\_ AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT HE DID SO AS \_\_\_\_ OF SAID CORPORATION, ALL BY AND WITH THE AUTHORITY OF THE MEMBERS OF SAID COMPANY.

WITNESS MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_, 2022. NOTARY PUBLIC: STATE OF: \_\_\_\_ COMMISSION EXPIRES: \_\_\_\_



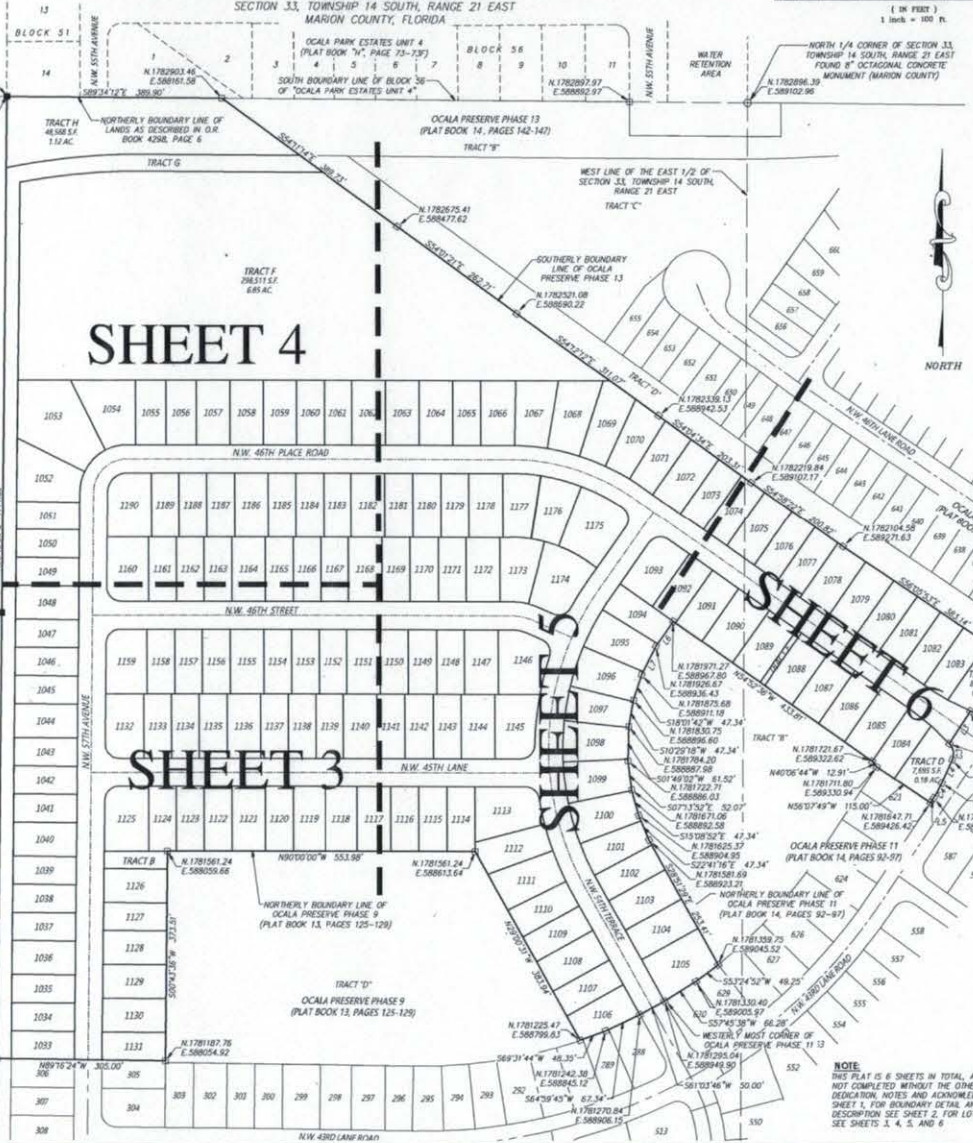
**OCALA PRESERVE PHASE 12**  
A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A REPLAT OF TRACT "D" OF Ocala Preserve Phase 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.  
A PLANNED UNIT DEVELOPMENT  
SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST MARION COUNTY, FLORIDA



**DESCRIPTION:**  
A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A PORTION OF TRACT "D" OF Ocala Preserve Phase 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY MOST CORNER OF SAID Ocala Preserve Phase 9; THENCE ALONG THE WEST BOUNDARY LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33, 1304'30" E. 174.89 FEET TO THE NORTHWESTERLY MOST CORNER OF SAID SECTION 33, 1304'30" E. 174.89 FEET TO THE NORTHWESTERLY MOST CORNER OF SAID SECTION 33, 1304'30" E. 174.89 FEET TO THE WEST BOUNDARY LINE OF SAID Ocala Preserve Phase 9; THENCE DEPARTING SAID WEST BOUNDARY LINE ALONG SAID NORTHWESTERLY BOUNDARY LINE S.89°24'12" E. 388.90 FEET TO THE WESTERLY MOST CORNER OF Ocala Preserve Phase 13 AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 142 THROUGH 147 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY LINE ALONG THE BOUNDARY LINE OF SAID Ocala Preserve Phase 13 THE FOLLOWING SIX (6) COURSES: (1) S.54°11'14" E. 388.23 FEET; (2) THENCE S.54°11'21" E. 262.71 FEET; (3) THENCE S.57°12'12" E. 311.07 FEET; (4) THENCE S.54°34'24" E. 303.14 FEET; (5) THENCE S.54°58'22" E. 200.82 FEET; (6) THENCE S.54°10'52" E. 303.14 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF Ocala Preserve Phase 11 AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 82 THROUGH 97 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY LINE ALONG SAID NORTHWESTERLY BOUNDARY LINE THE FOLLOWING TWENTY-THREE (23) COURSES: (1) S.33°52'17" W. 23.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 109.00 FEET, A CENTRAL ANGLE OF 89°20'00" AND A CHORD BEARING AND DISTANCE OF S.32°17'15" W. 30.22 FEET; (2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.22 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 72°30'57" AND A CHORD BEARING AND DISTANCE OF S.29°21'07" W. 29.57 FEET; (3) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.22 FEET TO A POINT OF TANGENCY; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.22 FEET TO A POINT OF TANGENCY; (5) THENCE S.53°17'30" W. 69.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 70°30'00" AND A CHORD BEARING AND DISTANCE OF S.50°30'12" E. 26.64 FEET; (6) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.50 FEET TO THE END OF SAID CURVE; (7) THENCE S.24°30'03" W. 43.76 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 89°20'00" AND A CHORD BEARING AND DISTANCE OF S.29°11'07" W. 30.22 FEET; (8) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.22 FEET TO A POINT OF TANGENCY; (9) THENCE S.53°52'11" W. 10.77 FEET; (10) THENCE S.53°52'11" W. 45.00 FEET; (11) THENCE N.40°14'44" E. 13.94 FEET; (12) THENCE N.54°52'36" E. 43.81 FEET; (13) THENCE S.55°27'24" W. 54.52 FEET; (14) THENCE S.29°21'07" W. 56.80 FEET; (15) THENCE S.29°21'07" W. 47.34 FEET; (16) THENCE S.10°59'26" W. 47.34 FEET; (17) THENCE S.01°10'10" E. 61.52 FEET; (18) THENCE S.01°10'10" E. 30.57 FEET; (19) THENCE S.15°58'24" E. 42.14 FEET; (20) THENCE S.22°41'18" E. 47.34 FEET; (21) THENCE S.28°21'29" E. 23.41 FEET; (22) THENCE S.53°52'11" W. 49.25 FEET; (23) THENCE S.53°52'11" W. 68.28 FEET TO THE WESTERLY MOST CORNER OF SAID Ocala Preserve Phase 11; THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY LINE ALONG THE NORTHWESTERLY BOUNDARY LINE AND ITS PROJECTION OF Ocala Preserve Phase 9 AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, THE FOLLOWING THREE (3) COURSES: (1) S.61°12'48" W. 50.00 FEET; (2) THENCE S.64°19'43" W. 67.54 FEET; (3) THENCE S.87°31" W. 48.30 FEET; THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY LINE N.29°05'31" W. 303.94 FEET TO A POINT ON THE PROJECTION OF SAID NORTHWESTERLY BOUNDARY LINE, THENCE ALONG SAID NORTHWESTERLY BOUNDARY LINE AND ITS PROJECTION THE FOLLOWING THREE (3) COURSES: (1) N.48°00'00" E. 503.58 FEET; (2) THENCE S.04°24'26" W. 373.51 FEET; (3) THENCE N.89°16'24" W. 303.00 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 40.05 ACRES, MORE OR LESS.

OWNER: COLONY Ocala EASTMAN LAND LLC  
LAND USE: RESIDENTIAL (R1)  
OWNER: JCH CONSULTING GROUP, INC.  
LAND USE: RESIDENTIAL (R1)



- LEGEND** UNLESS OTHERWISE NOTED
- R = RADIUS
  - L = ARC LENGTH
  - Δ = DELTA (CENTRAL ANGLE)
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  - PLS = PROFESSIONAL LAND SURVEYOR
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  - P.T. = POINT OF TANGENCY
  - A.E. = ACCESS EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - U.E. = UTILITY EASEMENT
  - T.E. = TRAIL EASEMENT
  - B.O. = SQUARE FOOTAGE OF LOT
  - = PERMANENT REFERENCE MONUMENT
  - = FOUND 4" x 4" CONCRETE MONUMENT (LB 807)
  - = PERMANENT REFERENCE MONUMENT
  - = SET 4" x 4" CONCRETE MONUMENT (LB 807)
  - = PERMANENT CONTROL POINT
  - = SET 1/2" x 1/2" x 1/2" IRON ROD (LB 807)
  - = FOUND OCTAGONAL CONCRETE MONUMENT

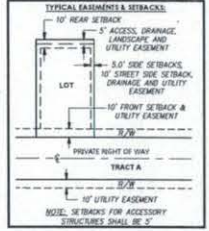
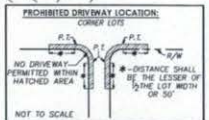
**LINE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	30.25	185.00	009°22'08"	30.22	S.38°31'15" W.
C2	31.64	25.00	072°30'57"	29.57	S.79°29'48" W.
C3	30.55	25.00	070°00'30"	28.68	S.10°30'12" E.
C4	30.25	185.00	009°22'08"	30.22	S.29°11'07" W.

**FUTURE LAND USE DESIGNATIONS:**  
MEDIUM RESIDENTIAL  
AGREEMENTS ON RECORD = "APPLICABLE DEVELOPER'S AGREEMENTS, AS MAY BE AMENDED FROM TIME TO TIME."  
A) ORIGINAL - OFFICIAL RECORDS BOOK 3462, PAGE 1879  
B) 1ST AMENDMENT - OFFICIAL RECORDS BOOK 3848, PAGE 343  
C) 2ND AMENDMENT - OFFICIAL RECORDS BOOK 8103, PAGE 1170  
D) TRANSPORTATION AGREEMENT - OFFICIAL RECORDS BOOK 4681, PAGE 136

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



**NOTE:** THIS PLAT IS 6 SHEETS IN TOTAL, AND ONE IS NOT COMPLETED. REFER TO THE COORDINATES, FOR DEDICATION, NOTES AND ACKNOWLEDGEMENTS. SEE SHEET 1, FOR PRELIMINARY DETAIL AND LEGAL DESCRIPTION. SEE SHEET 2, FOR LOT DIMENSIONS. SEE SHEETS 1, 4, 5, AND 6.





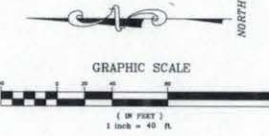
**JCH**  
CONSULTING GROUP, INC.  
LAND DEVELOPMENT SURVEYING & MAPPING  
PLANNING, ENVIRONMENTAL, & LE  
CONSULTING GROUP, INC.  
1400 S.W. 15TH STREET, SUITE 200  
OCALA, FLORIDA 34471  
TEL: 352.237.1100 FAX: 352.237.1101

# OCALA PRESERVE PHASE 12

A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A REPLAT OF TRACT "D" OF OCALA PRESERVE PHASE 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, AND EASEMENT OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

A PLANNED UNIT DEVELOPMENT  
SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA

PLAT BOOK \_\_\_\_, PAGE  
SHEET 3 OF 6



- LEGEND** UNLESS OTHERWISE NOTED
- R = RADIUS
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  - Δ = DELTA (CENTRAL ANGLE)
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  - E = EASTING
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  - 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
  - NW = NON RADIAL
  - P.B. = PLAT BOOK
  - P.T. = POINT OF TANGENCY
  - A.E. = ACCESS EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - U.E. = UTILITY EASEMENT
  - T.E. = TRAIL EASEMENT
  - (S.F.) = SQUARE FOOTAGE OF LOT
  - = PERMANENT REFERENCE MONUMENT FOUND 4" x 4" CONCRETE MONUMENT (LB 8071)
  - = PERMANENT REFERENCE MONUMENT SET 4" x 4" CONCRETE MONUMENT (LB 8071)
  - = PERMANENT CONTROL POINT SET NAIL & DISC NO. LB 8071
  - = FOUND OCTAGONAL CONCRETE MONUMENT

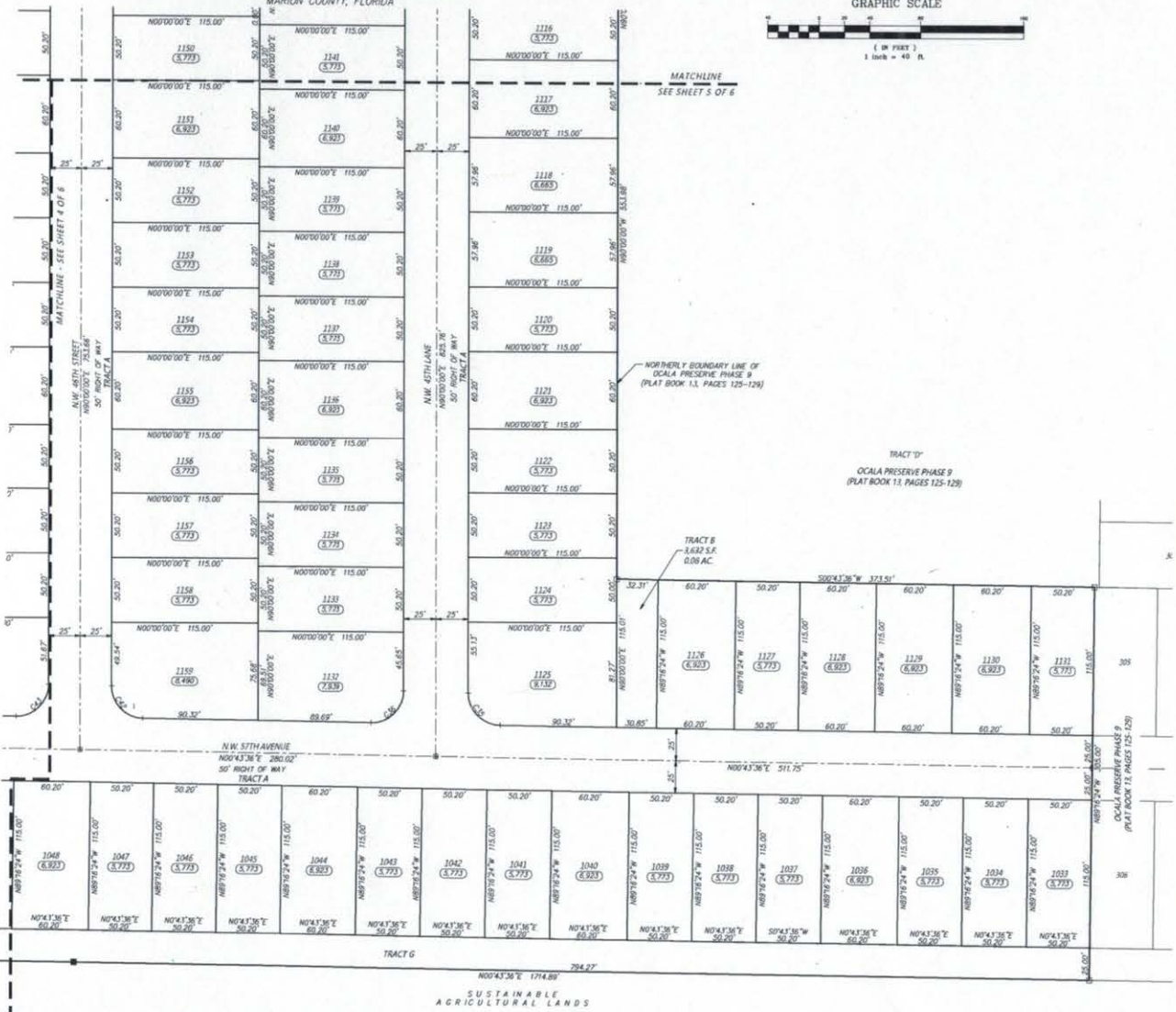
LINE	BEARING	LENGTH
L1	S33°50'11"W	23.10
L2	S43°37'19"W	48.50
L3	S33°17'00"W	69.50
L4	S24°30'03"W	45.76
L5	S33°52'11"W	10.77
L6	S35°07'24"W	54.52
L7	S28°19'22"W	56.80
L8	N09°25'48"W	29.34

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C13	38.85	25.00	089°16'24"	35.13	S45°21'48"W
C16	39.59	25.00	090°43'36"	35.58	S44°18'12"W
C42	38.85	25.00	089°16'24"	35.13	S45°21'48"W
C43	39.59	25.00	090°43'36"	35.58	N44°38'12"W

**NOTE**  
THIS PLAT IS 6 SHEETS IN TOTAL AND ONE IS NOT COMPLETED WITHOUT THE OTHERS. FOR DEDICATION, NOTES AND ACKNOWLEDGMENTS SEE SHEET 1, FOR BOUNDARY DETAIL AND LEGAL DESCRIPTION SEE SHEET 2, FOR LOT DIMENSIONS SEE SHEETS 3, 4, 5, AND 6.

**SURVEYOR'S CERTIFICATE**  
I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLES 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: CHRISTOPHER J. HOWSON, P.S.M.  
FLORIDA REGISTERED SURVEYOR NO. LS 6553  
JCH CONSULTING GROUP, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB 8071  
426 S.W. 15TH STREET, OCALA, FL 34471





**JCH**  
CONSULTING GROUP, INC.  
LAND DEVELOPMENT, SURVEYING & PLANNING  
PLANNING - ENVIRONMENTAL - CIVIL  
SURVEYING - ENGINEERING - ARCHITECTURE  
426 S.W. 15TH STREET, OCALA, FL 34471  
(352) 236-5500 FAX (352) 236-5501

# OCALA PRESERVE PHASE 12

A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A REPLAT OF TRACT "D" OF OCALA PRESERVE PHASE 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

A PLANNED UNIT DEVELOPMENT  
SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA

PLAT BOOK \_\_\_\_, PAGE \_\_\_\_  
SHEET 4 OF 6

GRAPHIC SCALE



**LEGEND** UNLESS OTHERWISE NOTED

- R = RADIUS
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- T.E. = TRAIL EASEMENT
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- = PERMANENT REFERENCE MONUMENT (LB 8071)  
SET 4" x 4" CONCRETE MONUMENT (LB 8071)
- = PERMANENT CONTROL POINT  
SET 1/2" x 1/2" CONCRETE MONUMENT (LB 8071)
- = FOUND OCTAGONAL CONCRETE MONUMENT

LINE	BEARING	LENGTH
L1	S33°02'11"W	23.10
L2	S43°14'19"W	43.50
L3	S33°17'00"W	69.50
L4	S24°30'03"W	45.76
L5	S33°02'11"W	10.77
L6	S35°07'24"W	54.52
L7	S28°19'22"W	56.80
L8	N59°25'48"W	29.34

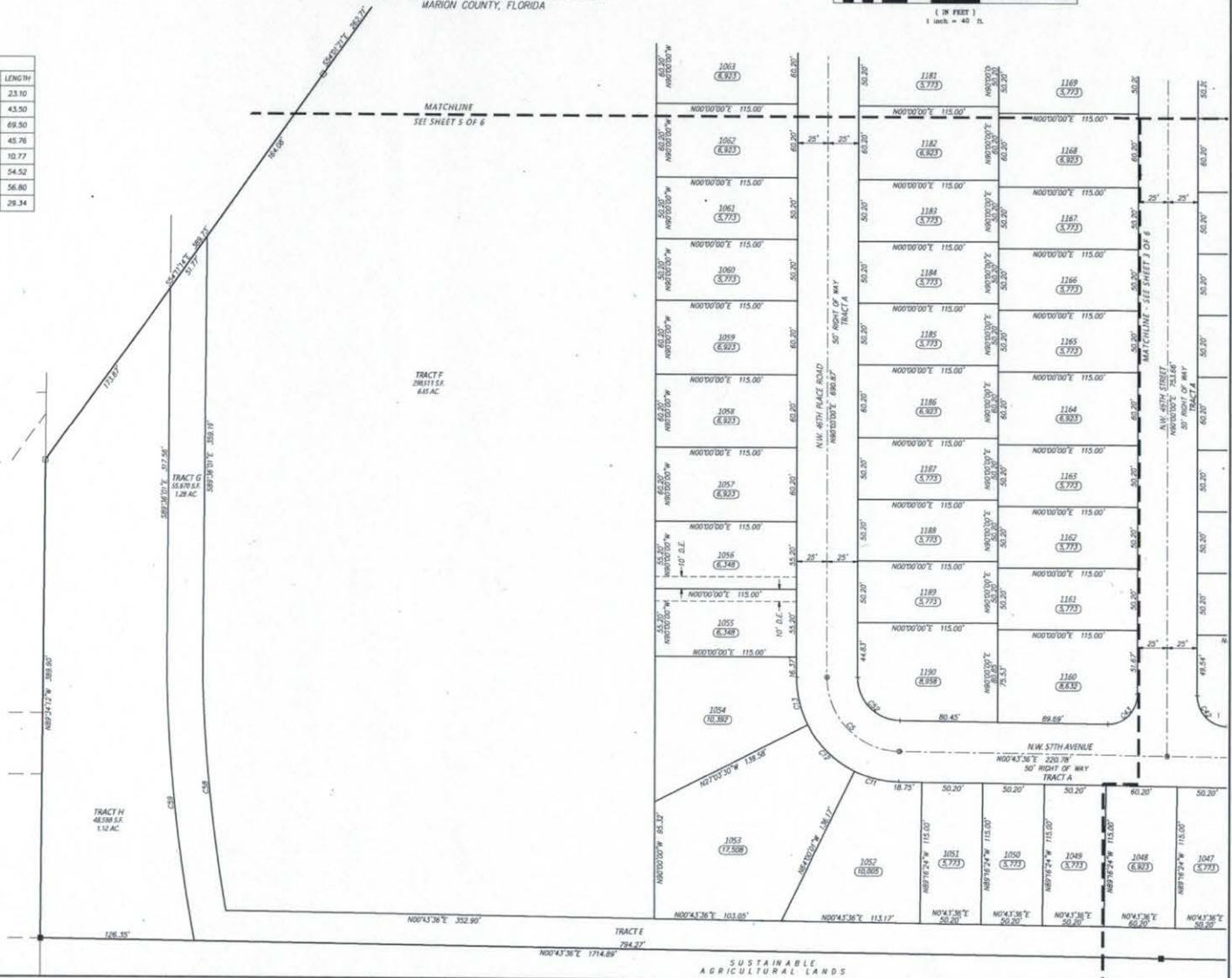
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C5	93.49	60.00	089°16'24"	84.31	N45°21'48"E
C11	37.49	85.00	025°16'23"	37.19	N13°21'48"E
C12	54.80	85.00	036°58'21"	53.86	N44°28'14"E
C13	40.14	85.00	027°03'30"	39.77	N78°39'15"E
C42	38.95	25.00	089°16'24"	35.13	S45°21'48"W
C43	39.59	25.00	090°43'36"	35.58	N44°38'12"W
C52	54.53	35.00	089°16'24"	49.18	S45°21'48"W
C58	191.81	1314.00	008°21'48"	191.84	N84°03'58"E
C59	216.49	1344.00	009°13'45"	216.26	N83°39'27"E

**NOTE**  
THIS PLAT IS 6 SHEETS IN TOTAL AND ONE IS NOT COMPLETED WITHOUT THE OTHERS FOR DEDICATION, NOTES AND ACKNOWLEDGMENTS SEE SHEET 1, FOR BOUNDARY DETAIL AND LEGAL DESCRIPTION SEE SHEET 2, FOR LOT DIMENSIONS SEE SHEETS 3, 4, 5, AND 6

**SURVEYOR'S CERTIFICATE**

I CERTIFY THIS PLAT PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 172, 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: CHRISTOPHER J. HOWSON, P.S.M.  
FLORIDA REGISTERED SURVEYOR NO. LS 6553  
JCH CONSULTING GROUP, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB 8071  
426 S.W. 15TH STREET, OCALA, FL 34471



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



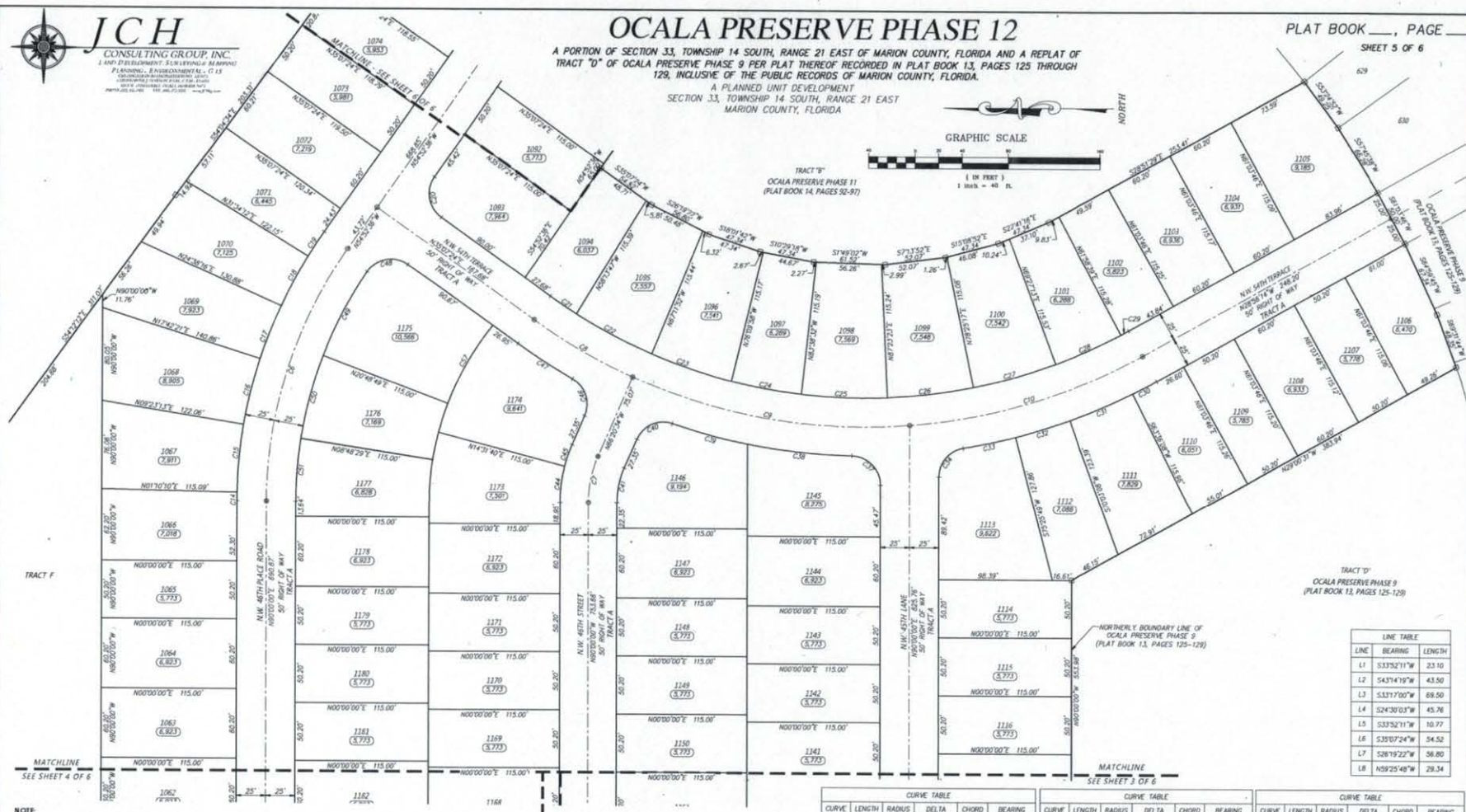


**JCH**  
CONSULTING GROUP, INC.  
1 AND P DEVELOPMENT, 310 W. WINDY HILLS BLVD  
PLANNING, ENGINEERING, SURVEYING  
CORPORATION, SUITE 100, 1100 S.W. 15TH AVENUE, FT. LAUDERDALE, FL 33304  
TELEPHONE: (954) 576-1100 FAX: (954) 576-1101  
WWW.JCHCONSULTING.COM

# OCALA PRESERVE PHASE 12

A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A REPLAT OF TRACT "D" OF OCALA PRESERVE PHASE 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.  
A PLANNED UNIT DEVELOPMENT  
SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
SHEET 5 OF 6



LINE TABLE		
LINE	BEARING	LENGTH
L1	S33°21'17"W	23.10
L2	S43°14'19"W	43.50
L3	S33°17'00"W	88.50
L4	S24°30'03"W	45.76
L5	S33°32'11"W	10.77
L6	S35°07'24"W	34.52
L7	S08°19'22"W	58.80
L8	N59°25'48"W	29.34

CURVE TABLE					CURVE TABLE					CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C6	232.85	380.00	035°07'24"	229.32 N72°26'18"W	C23	74.35	475.00	008°58'08"	74.27 S18°19'05"W	C39	69.22	525.00	007°23'15"	69.17 N01°43'01"E
C7	41.29	100.00	023°39'26"	41.00 N78°10'17"W	C24	61.98	475.00	007°28'34"	61.94 S10°05'45"W	C40	36.99	25.00	084°49'01"	33.71 N23°57'03"E
C8	100.06	500.00	011°27'59"	88.90 N29°21'25"E	C25	74.35	475.00	008°58'05"	74.27 S01°32'25"W	C41	33.97	75.00	023°39'26"	33.75 N78°10'17"W
C9	247.33	500.00	028°20'32"	244.82 N69°39'16"E	C26	74.35	475.00	008°58'06"	74.27 S07°25'10"E	C42	31.68	125.00	014°31'40"	31.61 S82°44'10"E
C10	211.64	500.00	024°15'08"	210.06 N16°48'40"W	C27	74.35	475.00	008°58'04"	74.27 S16°03'45"E	C43	19.92	125.00	009°07'46"	19.90 S70°54'22"E
C11	7.55	405.00	001°04'08"	7.55 S89°27'37"E	C28	61.98	475.00	007°28'34"	61.93 S24°17'04"E	C44	36.99	25.00	084°49'01"	33.71 N71°55'34"E
C12	58.80	405.00	008°19'07"	58.75 S84°46'20"E	C29	7.50	475.00	000°54'53"	7.50 S28°28'49"E	C45	37.27	525.00	006°19'01"	37.24 N31°59'34"E
C13	49.00	405.00	006°55'50"	48.97 S78°21'13"E	C30	23.27	525.00	002°32'23"	23.27 N27°40'03"W	C46	39.75	25.00	091°00'27"	35.69 N10°25'19"W
C14	49.00	405.00	006°55'50"	48.97 S88°49'41"E	C31	39.10	525.00	006°27'00"	39.07 N23°10'22"W	C47	81.90	355.00	013°11'08"	81.72 N82°34'37"W
C15	49.00	405.00	006°55'50"	48.97 S61°53'46"E	C32	49.28	525.00	005°22'47"	49.26 N17°51'31"W	C48	39.75	25.00	012°00'20"	34.25 N82°34'37"W
C16	25.12	405.00	003°33'13"	25.11 S56°39'12"E	C33	46.39	525.00	005°13'47"	46.38 N12°02'18"W	C49	54.57	355.00	008°49'29"	54.52 N85°35'46"W
C17	39.27	35.00	090°00'00"	35.36 N80°01'24"E	C34	35.12	25.00	080°29'36"	32.30 S49°45'12"W	C50	74.35	525.00	012°00'20"	74.25 N82°34'37"W
C18	27.80	475.00	003°21'11"	27.79 S33°26'49"W	C35	38.85	25.00	089°02'45"	35.06 N45°28'38"E	C51	54.57	355.00	008°49'29"	54.52 N85°35'46"W
C19	74.35	475.00	008°58'06"	74.27 S27°17'11"W	C36	91.02	525.00	009°59'59"	90.90 N05°55'15"E	C52	78.68	240.00	018°46'31"	78.33 S39°47'42"E

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- R = RADIUS
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  - NO. = NUMBER
  - N. = NORTHING (STATE PLANE COORDINATES)
  - E. = EASTING (STATE PLANE COORDINATES)
  - C. = 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
  - PC = PAGE
  - NR = NON RADIAL
  - P.B. = PLAT BOOK
  - P.T. = POINT OF TANGENCY
  - A.E. = ACCESS EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - U.E. = UTILITY EASEMENT
  - T.E. = TRAIL EASEMENT
  - (S, 000) = SQUARE FOOTAGE OF LOT
  - (C) = PERMANENT REFERENCE MONUMENT FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
  - (O) = PERMANENT REFERENCE MONUMENT SET 4" X 4" CONCRETE MONUMENT (LB 8071)
  - (P) = PERMANENT CONTROL POINT SET 1/2" X 1/2" CONCRETE MONUMENT (LB 8071)
  - (F) = FOUND OCTAGONAL CONCRETE MONUMENT

**NOTE**  
THIS PLAT IS 6 SHEETS IN TOTAL AND ONE IS NOT COMPLETED WITHOUT THE OTHERS. FOR DEDICATION, NOTES AND ACKNOWLEDGEMENTS SEE SHEET 1 FOR BOUNDARY DETAIL AND LEGAL DESCRIPTION. SEE SHEET 2 FOR LOT DIMENSIONS. SEE SHEETS 3, 4, 5 AND 6.

**SURVEYOR'S CERTIFICATE**  
I, CHRISTOPHER J. HOWSON, P.S.M., FLORIDA REGISTERED SURVEYOR NO. LS 6553, JCH CONSULTING GROUP, INC., CERTIFICATE OF AUTHORIZATION NO. LB 8071, 426 S.W. 15TH STREET, OCALA, FL 34471, HAVE PREPARED THIS PLAT. I HAVE PERSONALLY SUPERVISED THE SURVEYING AND THE PREPARATION OF THIS PLAT. I AM A MEMBER OF THE FLORIDA SURVEYING AND MAPPING BOARD AND THE FLORIDA SURVEYING AND MAPPING SOCIETY. I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF FLORIDA. I HAVE READ AND UNDERSTAND THE REQUIREMENTS OF CHAPTER 173, 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.

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



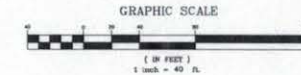
**JCH**  
CONSULTING GROUP, INC.  
PLANNING, ENGINEERING & SURVEYING  
1401 W. UNIVERSITY BLVD., SUITE 100  
ORLANDO, FLORIDA 32817  
PH: 407.251.1100 FAX: 407.251.1101  
WWW.JCHCONSULTING.COM

# OCALA PRESERVE PHASE 12

A PORTION OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST OF MARION COUNTY, FLORIDA AND A REPLAT OF TRACT "D" OF OCALA PRESERVE PHASE 9 PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 125 THROUGH 129, INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

A PLANNED UNIT DEVELOPMENT  
SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA

PLAT BOOK     , PAGE       
SHEET 6 OF 6



- LEGEND** UNLESS OTHERWISE NOTED
- R = RADIUS
  - L = ARC LENGTH
  - Δ = DELTA (CENTRAL ANGLE)
  - CD = CHORD DISTANCE
  - CB = CHORD BEARING
  - NO. = NUMBER
  - N. = NORTHING
  - E. = EASTING (STATE PLANE COORDINATES)
  - C.E. = 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
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  - A.E. = ACCESS EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - U.E. = UTILITY EASEMENT
  - T.E. = TRAIL EASEMENT
  - (8,000) = SQUARE FOOTAGE OF LOT
  - = PERMANENT REFERENCE MONUMENT  
FOUR 4" x 4" CONCRETE MONUMENT (LB 807)
  - = PERMANENT REFERENCE MONUMENT  
SET 4" x 4" CONCRETE MONUMENT (LB 807)
  - = PERMANENT CONTROL POINT  
SET NAIL & DISC NO. LB 807
  - = FOUND OCTAGONAL CONCRETE MONUMENT

**NOTE**  
THIS PLAT IS 6 SHEETS IN TOTAL, AND ONE IS NOT COMPLETED WITHOUT THE OTHERS. FOR DEDICATION, NOTES AND ACKNOWLEDGMENTS SEE SHEET 1. FOR BOUNDARY DETAIL AND LEGAL DESCRIPTION SEE SHEET 2. FOR LOT DIMENSIONS SEE SHEETS 3, 4, 5, AND 6.

**SURVEYOR'S CERTIFICATE**  
I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 172, 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: CHRISTOPHER J. HONSON, P.S.M.  
FLORIDA REGISTERED SURVEYOR NO. LS 8553  
JCH CONSULTING GROUP, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB 8071  
426 S.W. 13TH STREET, OCALA, FL 34471



**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	30.25	185.00	009°22'08"	30.22	S38°33'13"W
C2	31.64	25.00	072°30'37"	29.57	S79°29'48"W
C3	30.55	25.00	070°00'30"	28.68	S10°30'12"E
C4	30.25	185.00	009°22'08"	30.22	S29°11'07"W
C5	232.65	380.00	035°07'24"	229.32	N72°26'46"W
C6	100.00	500.00	011°27'59"	99.90	N29°23'25"E
C7	58.80	405.00	008°19'07"	58.75	S78°27'17"E
C8	49.00	405.00	006°55'35"	48.97	S88°49'41"E
C9	48.00	405.00	006°55'35"	48.97	S81°33'48"E
C10	25.12	405.00	003°33'13"	25.11	S36°39'12"E
C11	39.27	25.00	090°00'00"	35.36	N80°07'24"E
C12	27.80	475.00	003°21'11"	27.79	S33°26'46"W
C13	74.35	475.00	008°58'06"	74.27	S27°17'11"W
C14	74.35	475.00	008°58'06"	74.27	S18°19'05"W
C15	36.99	25.00	084°43'03"	33.71	N71°53'54"E
C16	57.27	525.00	006°19'01"	57.24	N31°59'54"E
C17	38.75	25.00	091°05'27"	35.69	N10°25'19"W
C18	81.90	355.00	013°33'08"	81.72	N62°34'37"W
C19	74.39	355.00	012°00'20"	74.25	N75°11'21"W

**LINE TABLE**

LINE	BEARING	LENGTH
L1	S33°52'11"W	23.10
L2	S43°14'19"W	43.50
L3	S33°17'50"W	69.50
L4	S24°30'03"W	45.78
L5	S33°52'11"W	10.77
L6	S35°07'24"W	54.52
L7	S26°19'22"W	56.80
L8	N89°25'48"W	29.24

PREPARED BY: JCH CONSULTING GROUP, INC. 426 S.W. 13TH STREET, OCALA, FL 34471



**DISTRICT ENGINEER'S CERTIFICATE**  
**OCALA PRESERVE PHASE 12A UTILITIES IMPROVEMENTS**

November 29, 2022

Board of Supervisors  
Ocala Preserve Community Development District

Re: Ocala Preserve Community Development District  
Acquisition of Ocala Preserve Phase 12A Utilities Improvements

Ladies and Gentlemen:

The undersigned, a representative of Atwell, LLC ("**District Engineer**"), as engineer for the Ocala Preserve Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Forestar (USA) Real Estate Group Inc., a Delaware corporation ("**Developer**") of the "**Improvements**," as further described in **Exhibit A** attached hereto, and in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed and observed construction of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated July 23, 2021, as supplemented from time to time (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in substantial accordance with their specifications, and are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. With this document, I hereby certify to the best of my knowledge, information and belief and that it is appropriate at this time to acquire the Improvements.

I declare that I have read the foregoing District Engineer's Certificate and the facts alleged are true and correct to the best of my knowledge and belief.

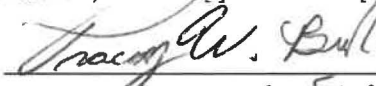
Executed this 29<sup>th</sup> day of NOVEMBER, 2022.



Damon Parrish, P.E.  
Atwell, LLC  
Florida Registration No. 73145

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 29 day of NOVEMBER, 2022, by Damon Parrish, P.E., on behalf of Atwell, LLC, who is ~~personally known to me~~ or who has produced \_\_\_\_\_ as identification, and did  or did not  take the oath.



Notary Public, State of FLORIDA  
Print Name: TRACY BIRCH  
Commission No.: GG 357628  
My Commission Expires: 7/22/2023

**BILL OF SALE AND LIMITED ASSIGNMENT  
OCALA PRESERVE PHASE 12A UTILITIES IMPROVEMENTS**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of the 6 day of December 2022, by and between **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, whose address for purposes hereof is 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 (“**Grantor**”), and **Ocala Preserve Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property interests as described below to have and to hold for Grantee’s own use and benefit forever (together, “**Property**”):

- a. **Improvements** - All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the improvements identified in **Exhibit A**.
- b. **Work Product** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.
- c. **Additional Rights** - All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing improvements.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in their as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property “**AS IS, WHERE IS, AND “WITH ALL FAULTS”**”. The District, on its own behalf and on behalf of anyone claiming by, through or under the District

and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**[CONTINUED ON FOLLOWING PAGE]**

WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: [Signature]  
Name: VICTORIA WALKER

[Signature]  
Name: James D. Allen  
Title: Executive Vice President & CFO

By: [Signature]  
Name: CARRIE STEWART

STATE OF TEXAS  
COUNTY OF TARRANT

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 16 day of DECEMBER 2022, by JAMES ALLEN as CFO of Forestar (USA) Real Estate Group Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

Name: CARRIE STEWART  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Description of Property



**BILL OF SALE FOR NEW CONSTRUCTION  
TANGIBLE UTILITY COMPONENTS TO MARION COUNTY (rev 12.31.19)**

**KNOW ALL MEN BY THESE PRESENTS**, that Ocala Preserve Community Development District  
a Florida Corporation, ("SELLER") in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations,  
to them paid by MARION COUNTY, a political subdivision of the State of Florida ("COUNTY"), receipt whereof is hereby  
acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents do grant, bargain, sell, transfer,  
and deliver unto COUNTY, its successors and assigns, the following described tangible utility components constructed and  
installed by SELLER, and inspected and accepted by COUNTY.  
PROJECT NAME Ocala Preserve Phase 12A (Potable Water Partial) AGREEMENT NO 28583 (rev to 27196)

**DESCRIPTION OF COMPONENTS TO BE CONVEYED:**

Utility component conveyed hereunder are described on "**Exhibit A**", (collectively, the "UTILITY COMPONENTS").  
As-built drawings (electronic .pdf & CADD file) showing location of UTILITY COMPONENTS conveyed hereunder is  
attached hereto as "**Exhibit B**."

**TO HAVE AND TO HOLD** all of the foregoing unto COUNTY, its successors and assigns, for its own use forever, free  
and clear and discharged of and from any and obligations, claims or liens AND SELLER does hereby covenant to and with  
COUNTY, its successors and assigns, that SELLER is the lawful owner of UTILITY COMPONENTS; that said tangible  
personal property and assets are free from all encumbrances; that SELLER has good right to sell UTILITY COMPONENTS,  
and SELLER will warrant and defend the sale of UTILITY COMPONENTS hereby made, unto COUNTY, its successors  
and assigns, against the lawful demands and claims of all persons whatsoever. SELLER warrants to COUNTY UTILITY  
COMPONENTS will be free from faults and defects for a period of one (1) year from COUNTY's acceptance unless  
otherwise mutually agreed and documented herein. To the extent that Seller possesses any manufacturer's warranties  
covering the UTILITY COMPONENTS, all of those warranties are included in this Bill of Sale to COUNTY.

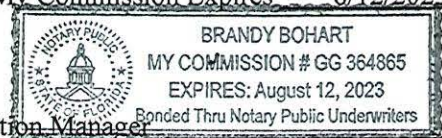
**WITNESS WHEREOF**, SELLER has caused this Bill of Sale to be signed in its name by its proper officers, and its  
corporate seals to be affixed, attested by its Secretary, the day and year above written, signed, sealed and delivered.

By: [Signature] Christian Cotter Chair 11/29/22  
Printed Title Date  
[Signature]  
WITNESS Ed Suchara WITNESS [Signature] Steven Hart  
STATE OF FLORIDA, COUNTY OF HILLSBOROUGH

The foregoing *Bill of Sale* was acknowledged before me by means of  physical presence or  online notarization, this  
2nd day of December, 2022, by Christian Cotter (name of person) as Chair  
(title/type of authority) for Ocala Preserve Community Development District (company).

Signature [Signature] My Commission Expires 8/12/2023

**MARION COUNTY UTILITIES ACKNOWLEDGEMENT**



Inspected By: \_\_\_\_\_ Construction Manager Alejandro Rad  
*All documentation has been verified per MCU requirements*  
Date \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Director (or Title if designee): \_\_\_\_\_ Date: \_\_\_\_\_

**Original:** Relevant project **Copies:** Project e-file; Seller, Finance, Risk, Billing Address: \_\_\_\_\_

**PM Completed:** \_\_\_\_\_ **Date:** \_\_\_\_\_





**BILL OF SALE FOR NEW CONSTRUCTION  
TANGIBLE UTILITY COMPONENTS TO MARION COUNTY (rev 12.31.19)**

**KNOW ALL MEN BY THESE PRESENTS**, that Ocala Preserve Community Development District a Florida Corporation, ("SELLER") in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, to them paid by MARION COUNTY, a political subdivision of the State of Florida ("COUNTY"), receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents do grant, bargain, sell, transfer, and deliver unto COUNTY, its successors and assigns, the following described tangible utility components constructed and installed by SELLER, and inspected and accepted by COUNTY.

PROJECT NAME Ocala Preserve Phase 12A (Wastewater Partial) AGREEMENT NO 28583 (rev to 27196)

**DESCRIPTION OF COMPONENTS TO BE CONVEYED:**

Utility component conveyed hereunder are described on "**Exhibit A**", (collectively, the "UTILITY COMPONENTS"). As-built drawings (electronic .pdf & CADD file) showing location of UTILITY COMPONENTS conveyed hereunder is attached hereto as "**Exhibit B**."

**TO HAVE AND TO HOLD** all of the foregoing unto COUNTY, its successors and assigns, for its own use forever, free and clear and discharged of and from any and obligations, claims or liens AND SELLER does hereby covenant to and with COUNTY, its successors and assigns, that SELLER is the lawful owner of UTILITY COMPONENTS; that said tangible personal property and assets are free from all encumbrances; that SELLER has good right to sell UTILITY COMPONENTS, and SELLER will warrant and defend the sale of UTILITY COMPONENTS hereby made, unto COUNTY, its successors and assigns, against the lawful demands and claims of all persons whatsoever. SELLER warrants to COUNTY UTILITY COMPONENTS will be free from faults and defects for a period of one (1) year from COUNTY's acceptance unless otherwise mutually agreed and documented herein. To the extent that Seller possesses any manufacturer's warranties covering the UTILITY COMPONENTS, all of those warranties are included in this Bill of Sale to COUNTY.

**WITNESS WHEREOF**, SELLER has caused this Bill of Sale to be signed in its name by its proper officers, and its corporate seals to be affixed, attested by its Secretary, the day and year above written, signed, sealed and delivered.

By: [Signature] Christian Cotter Chair 11/29/22 Date

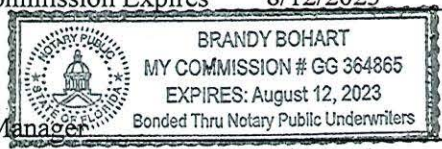
[Signature] Printed Title  
[Signature] WITNESS [Signature]

STATE OF FLORIDA, COUNTY OF HILLSBOROUGH

The foregoing *Bill of Sale* was acknowledged before me by means of  physical presence or  online notarization, this 2nd day of December, 2020, by Christian Cotter (name of person) as Chair (title/type of authority) for Ocala Preserve Community Development District (company).

Signature [Signature] My Commission Expires 8/12/2023

**MARION COUNTY UTILITIES ACKNOWLEDGEMENT**



Inspected By: \_\_\_\_\_ Construction Manager Alejandro Rad  
*All documentation has been verified per MCU requirements*  
Date \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Director (or Title if designee): \_\_\_\_\_ Date: \_\_\_\_\_

**Original:** Relevant project **Copies:** Project e-file; Seller, Finance, Risk, Billing Address: \_\_\_\_\_

**PM Completed:** \_\_\_\_\_ **Date:** \_\_\_\_\_



Itemized List of all material/equipment/fitting installed to be conveyed

Item	Description	Qty	Unit	Unit Price	Total
1	4' ID Sanitary Manhole (0'-6' Depth)	2	EA	\$ 3,160.00	\$ 6,320.00
2	4' ID Sanitary Manhole (6'-8' Depth)	1	EA	\$ 3,660.00	\$ 3,660.00
3	4' ID Sanitary Manhole (8'-10' Depth)	1	EA	\$ 4,170.00	\$ 4,170.00
4	4' ID Sanitary Manhole (10'-12' Depth)	1	EA	\$ 4,680.00	\$ 4,680.00
5	4' ID Sanitary Manhole (12'-14' Depth)	1	EA	\$ 7,490.00	\$ 7,490.00
6	8" PVC (SDR 26)	1622	LF	\$ 39.00	\$ 63,258.00
7	Single Sewer Services	16	EA	\$ 1,000.00	\$ 16,000.00
8	Double Sewer Services	22	EA	\$ 1,250.00	\$ 27,500.00
<b>TOTAL</b>					<b>\$ 133,078.00</b>

**LDC - Sec. 6.14.9 - Transfer of facilities to Marion County Utilities**

B. All facilities constructed on the developer's property prior to interconnection with MCUD's existing or proposed facilities shall convey such component parts to MCUD by bill of sale in a form satisfactory to the County Attorney, with the following evidence required by MCUD:

- (1) Facilities proposed to be transferred to MCUD are free of all liens and encumbrances;
- (2) MCUD has approved the construction of such facilities and accepted the tests to determine that such construction is in accordance with the criteria established by the MCUD;
- (3) The Board has evidenced its acceptance of such facilities for MCUD's ownership, operation, and maintenance; and
- (4) The developer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed and proposed to be transferred. Such cost information shall be furnished with the bill of sale and shall be a prerequisite for acceptance.

# **Ocala Preserve**

## **COMMUNITY DEVELOPMENT DISTRICT**

**7**

**UNIFORM COLLECTION AGREEMENT BETWEEN  
MARION COUNTY PROPERTY APPRAISER AND  
OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

**THIS INTERIM AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_ 2023, by and between the **OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose address is \_\_\_\_\_, \_\_\_\_\_, Florida \_\_\_\_\_ (the “District”), and the **MARION COUNTY PROPERTY APPRAISER**, a Constitutional Officer of the State of Florida, whose address is 501 S.E. 25<sup>th</sup> Ave., Ocala, Florida 34471 (the “Property Appraiser”).

**WITNESSETH:**

**WHEREAS**, the District is authorized to impose non-ad valorem assessments and by resolution has elected to use the uniform method of collecting such assessments as authorized by Section 197.3632, Florida Statutes; and

**WHEREAS**, pursuant to Section 197.3632(2), Florida Statutes, the District and the Property Appraiser are required to enter into an agreement providing for reimbursement of necessary administrative costs incurred by the Property Appraiser in providing the District with the information outlined in Section 197.3632, Florida Statutes; and

**WHEREAS**, the District and the Property Appraiser are willing to enter into an agreement pursuant to Section 197.3632(2), Florida Statutes; and

**WHEREAS**, the District has requested that the Property Appraiser include the District’s proposed or adopted non-ad valorem assessments on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments as specified in Section 200.069, Florida Statutes; and

**NOW, THEREFORE**, for good and valuable consideration, and intending to be legally bound, the District and the Property Appraiser agree as follows:

1. The purpose of this Agreement is to establish the terms and conditions under which the Property Appraiser shall assess all the District’s non-ad valorem assessments, and to require that the District reimburse the Property Appraiser for necessary administrative and actual collection costs, if any, pursuant to Section 197.3632, Florida Statutes. These expenses shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming.

2. The term of this Agreement shall commence upon execution and shall continue and

extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless the District shall inform the Property Appraiser, as well as the Tax Collector and the Department of Revenue by January 10 of each calendar year, if the District intends to discontinue to use the uniform methodology for its assessments pursuant to Section 197.3632 (6), Florida Statutes.

3. The parties shall abide by all statutes, ordinances, rules and regulations pertaining to the levy and collection of the District non-ad valorem assessments, including those now in effect and hereafter adopted. To the extent permitting by §768.28, Florida Statutes, the District shall hold the Property Appraiser harmless for any mistakes the District makes in levying its non-ad valorem special assessments, noticing, and implementing of the uniform collection methodology procedures. In the event of lawsuits filed by District taxpayers, the District agrees to support a motion to dismiss the Property Appraiser from the case. The Property Appraiser has no involvement with either the levy of the non-ad valorem special assessments or with the proper notices and procedures required of the District in adhering to the uniform collection methodology procedure.

4. The District agrees to reimburse the Property Appraiser for necessary administrative and actual collection costs incurred, if any, pursuant to Section 197.3632, Florida Statutes. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District shall only compensate the Property Appraiser for the actual cost of imposing and collecting the District's non-ad valorem assessments, which include all its benefit and maintenance assessments, as may be billed to the District in a timely manner.

- a. The District will be billed or pay directly for necessary advertising relating to the non-ad valorem assessment program.
- b. By September 15<sup>th</sup> of each year the District shall certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector, with a copy of certification to the Property Appraiser. The District shall post the non-ad valorem assessment for each parcel on the non-ad valorem assessment roll to be certified. It is the responsibility of the District to ensure that such roll be free of errors and omissions. If the Property Appraiser discovers errors and omissions on such roll, he may request the District to file a corrected roll or a correction of the amount of any assessment. The District shall bear the cost of any such error and omission.

- c. The District agrees to cooperate with the Property Appraiser in implementation of the uniform method of collecting non-ad valorem assessments pursuant to, and consistent with all of the provisions of Section 197.3632 and 197.3635, Florida Statutes, or its successor provisions.
- d. The District shall supply to the Property Appraiser a written boundary description of the area(s) within which the non ad valorem assessments are to be imposed. Any fee imposed by the Property Appraiser shall be based on actual cost for mapping and programming time, plus annual fee, if any, for the data file; said data file fee not to exceed the standard amount set and charged by the property appraiser for a CRA or non-ad valorem NAL (name, address, legal) file.
- e. Property Appraiser has determined that there are no costs associated with the District's utilization of the Uniform Method.

5. The Property Appraiser shall provide information as required by §197.3632 and provide the District on an annual basis with dates associated with the production of the assessment roll and Notice of Proposed Property Taxes.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures to this Agreement.

ATTEST:

**MARION COUNTY  
PROPERTY APPRAISER**

\_\_\_\_\_

BY: \_\_\_\_\_  
Jimmy H. Cowan, Jr., Property Appraiser

ATTEST:

**OCALA PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

Daphne Alleyard

BY: Kristen Diet

**Ocala Preserve**  
**Community Development District**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**



**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MARCH 31, 2023**

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MARCH 31, 2023**

	General Fund	Debt Service Fund	Total Governmental Funds
	<u>        </u>	<u>        </u>	<u>        </u>
<b>ASSETS</b>			
Cash	\$ 11,009	\$ -	\$ 11,009
Investments			
Revenue	-	156,206	156,206
Reserve	-	53,526	53,526
Due from Landowner	35,164	-	35,164
Due from general fund	-	5,024	5,024
Total assets	<u>\$ 46,173</u>	<u>\$ 214,756</u>	<u>\$ 260,929</u>
 <b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ -	\$ 698	\$ 698
Due to Landowner	48	3,816	3,864
Due to debt service fund	5,024	-	5,024
Landowner advance	6,000	-	6,000
Total liabilities	<u>11,072</u>	<u>4,514</u>	<u>15,586</u>
 <b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred receipts	35,164	-	35,164
Total deferred inflows of resources	<u>35,164</u>	<u>-</u>	<u>35,164</u>
 Fund balances:			
Restricted for:			
Debt service	-	210,242	210,242
Unassigned	(63)	-	(63)
Total fund balances	<u>(63)</u>	<u>210,242</u>	<u>210,179</u>
 Total liabilities, deferred inflows of resources and fund balances	<u>\$ 46,173</u>	<u>\$ 214,756</u>	<u>\$ 260,929</u>

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 10,357	\$ 22,704	\$ 31,452	72%
Assessment levy: off-roll	-	23,082	75,828	30%
Landowner contribution	-	8,404	-	N/A
Total revenues	<u>10,357</u>	<u>54,190</u>	<u>107,280</u>	51%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	113	2,102	25,000	8%
Engineering	-	907	2,000	45%
Audit	4,900	4,900	6,000	82%
Arbitrage rebate calculation	-	-	1,000	0%
Dissemination agent	167	1,000	2,000	50%
Trustee - Series 2021	-	4,031	4,750	85%
Trustee - Series 2022	-	-	4,750	0%
Debt service fund accounting	250	1,500	3,000	50%
Telephone	17	100	200	50%
Postage	-	16	500	3%
Printing & binding	42	250	500	50%
Legal advertising	-	-	1,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,375	5,500	98%
Contingencies/bank charges	-	-	500	0%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>9,489</u>	<u>45,061</u>	<u>106,290</u>	42%
<b>Other fees &amp; charges</b>				
Tax collector	14	260	983	26%
Total other fees & charges	<u>14</u>	<u>260</u>	<u>983</u>	26%
Total expenditures	<u>9,503</u>	<u>45,321</u>	<u>107,273</u>	42%
Excess/(deficiency) of revenues over/(under) expenditures	854	8,869	7	
Fund balances - beginning	(917)	(8,932)	-	
Fund balances - ending	<u>\$ (63)</u>	<u>\$ (63)</u>	<u>\$ 7</u>	

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021  
FOR THE PERIOD ENDED MARCH 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 73,571	\$ 161,283	\$ 223,414	72%
Interest	199	918	-	N/A
Total revenues	<u>73,770</u>	<u>162,201</u>	<u>223,414</u>	73%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	95,000	95,000	100%
Interest	-	65,358	129,587	50%
Total debt service	<u>-</u>	<u>160,358</u>	<u>224,587</u>	71%
<b>Other fees &amp; charges</b>				
Tax collector	101	1,847	6,982	26%
Total other fees and charges	<u>101</u>	<u>1,847</u>	<u>6,982</u>	26%
Total expenditures	<u>101</u>	<u>162,205</u>	<u>231,569</u>	70%
Excess/(deficiency) of revenues over/(under) expenditures	73,669	(4)	(8,155)	
Fund balances - beginning	<u>136,573</u>	<u>210,246</u>	<u>212,535</u>	
Fund balances - ending	<u>\$ 210,242</u>	<u>\$ 210,242</u>	<u>\$ 204,380</u>	

**Ocala Preserve**  
**Community Development District**

**Minutes**

**DRAFT**

**MINUTES OF MEETING  
OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Ocala Preserve Community Development District held Multiple Public Hearings and a Regular Meeting on August 5, 2022 at 11:00 a.m., at The Club at Ocala Preserve, 4021 NW 53rd Avenue Road, Ocala, Florida 34482.

**Present at the meeting were:**

Christian Cotter	Chair
Mary Moulton	Vice Chair
Mark Roscoe	Assistant Secretary

**Also present were:**

Kristen Suit	District Manager
Jere Earlywine (via telephone)	District Counsel
Damon Parrish (via telephone)	District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Suit called the meeting to order at 11:09 a.m.

Supervisors Cotter, Moulton and Roscoe were present, in person. Supervisors Vincent and Zook were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2022/2023**

**A. Affidavit of Publication**

The affidavit of publication was included for informational purposes.



37 **B. Consideration of Resolution 2022-14, Relating to the Annual Appropriations and**  
 38 **Adopting the Budgets for the Fiscal Year Ending September 30, 2023; Authorizing**  
 39 **Budget Amendments; and Providing an Effective Date**

40 Ms. Suit reviewed the proposed Fiscal Year 2023 budget highlighting any line item  
 41 increases, decreases and adjustments, compared to the Fiscal Year 2022 budget, and noted that  
 42 assessments would be both on and off-roll.

43

44 **On MOTION by Mr. Cotter and seconded by Mr. Roscoe, with all in favor, the**  
 45 **public hearing was opened.**

46

47

48 No members of the public spoke.

49

50 **On MOTION by Mr. Cotter and seconded by Mr. Roscoe, with all in favor, the**  
 51 **public hearing was closed.**

52

53

54 Ms. Suit presented Resolution 2022-14 and read the title.

55

56 **On MOTION by Mr. Cotter and seconded by Mr. Roscoe, with all in favor,**  
 57 **Consideration of Resolution 2022-14, Relating to the Annual Appropriations**  
 58 **and Adopting the Budgets for the Fiscal Year Ending September 30, 2023;**  
 59 **Authorizing Budget Amendments; and Providing an Effective Date, was**  
 60 **adopted.**

61

62

63 **FOURTH ORDER OF BUSINESS**

**Public Hearing to Hear Comments and**  
**Objections on the Imposition of**  
**Maintenance and Operation Assessments**  
**to Fund the Budget for Fiscal Year**  
**2022/2023, Pursuant to Florida Law**

65

66

67

68

69 **A. Proofs/Affidavits of Publication**

70 The affidavits of publication were included for informational purposes.

71 **B. Mailed Notice(s) to Property Owners**

72 The Mailed Notice was included for informational purposes.

73 C. Consideration of Resolution 2022-15, Making a Determination of Benefit and Imposing  
74 Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and  
75 Enforcement of Special Assessments, Including but Not Limited to Penalties and  
76 Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the  
77 Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

78

79 **On MOTION by Mr. Cotter and seconded by Mr. Roscoe, with all in favor, the**  
80 **public hearing was opened.**

81

82

83 No members of the public spoke.

84

85 **On MOTION by Mr. Cotter and seconded by Mr. Roscoe, with all in favor, the**  
86 **public hearing was closed.**

87

88

89 Ms. Suit presented Resolution 2022-15 and read the title.

90

91 **On MOTION by Mr. Cotter and seconded by Mr. Roscoe, with all in favor,**  
92 **Resolution 2022-15, Making a Determination of Benefit and Imposing Special**  
93 **Assessments for Fiscal Year 2022/2023; Providing for the Collection and**  
94 **Enforcement of Special Assessments, Including but Not Limited to Penalties**  
95 **and Interest Thereon; Certifying an Assessment Roll; Providing for**  
96 **Amendments to the Assessment Roll; Providing a Severability Clause; and**  
97 **Providing an Effective Date, was adopted.**

98

99

100 **FIFTH ORDER OF BUSINESS**

**Ratification of Stormwater Needs Analysis  
Report**

101

102

103 Mr. Parrish presented the Stormwater Management Needs Analysis Report, which was  
104 submitted by the June 30, 2022 due date.

105

106 **On MOTION by Mr. Cotter and seconded by Mr. Roscoe, with all in favor, the**  
107 **Stormwater Management Needs Analysis Report, was ratified.**

108

109 **SIXTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
110 **Statements as of June 30, 2022**

111  
112 Ms. Suit presented the Unaudited Financial Statements as of June 30, 2022.

113  
114 **On MOTION by Mr. Cotter and seconded by Mr. Roscoe, with all in favor, the**  
115 **Unaudited Financial Statements as of June 30, 2022, were accepted.**

116  
117  
118 **SEVENTH ORDER OF BUSINESS** **Approval of June 3, 2022 Regular Meeting**  
119 **Minutes**

120  
121 Ms. Suit presented the June 3, 2022 Regular Meeting Minutes.

122  
123 **On MOTION by Mr. Cotter and seconded by Mr. Roscoe, with all in favor, the**  
124 **June 3, 2022 Regular Meeting Minutes, as presented, were approved.**

125  
126  
127 **EIGHTH ORDER OF BUSINESS** **Staff Reports**

128  
129 **A. District Counsel: *KE Law Group, PLLC***

130 Mr. Earlywine discussed the timeline for issuing bonds and stated that the Delegated  
131 Award Resolution will likely be considered in September or early October.

132 **B. District Engineer: *Atwell, LLC***

133 Mr. Parrish discussed the timeline for turnover of the utilities, stormwater system, etc.

134 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

- 135 • **NEXT MEETING DATE: September 2, 2022 at 11:00 A.M.**

- 136 ○ **QUORUM CHECK**

137 The next meeting will be held on September 2, 2022.

138  
139 **NINTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

140  
141 There were no Board Members' comments or requests.

142  
143 **TENTH ORDER OF BUSINESS** **Public Comments**

144           There were no public comments.

145

146 **ELEVENTH ORDER OF BUSINESS**

**Adjournment**

147

148           There being nothing further to discuss, the meeting adjourned.

149

150           **On MOTION by Mr. Cotter and seconded by Mr. Roscoe, with all in favor, the**  
151           **meeting adjourned at 11:19 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

---

Chair/Vice Chair

**OCALE PRESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**



# Wesley Wilcox

*Supervisor of Elections, Marion County, FL*

**Election Center**

981 NE 16<sup>th</sup> ST • Ocala, FL 34470

M PO Box 289 • Ocala, FL 34478-0289

P 352-620-3290

F 352-620-3286

W [www.VoteMarion.Gov](http://www.VoteMarion.Gov)

April 15, 2023

Re: Florida Statute 190.006 Request

Daphne Gillyard, Director of Administrative Services  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Via email: [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com)

Daphne,

In accordance with Florida Statute 190.006 and with reference to your request for the number of registered voters in **Ocala Preserve Community Development District**, as of April 15, 2023, our records indicate there are **41** active registered voters in the boundaries of the referenced development.

If you have any questions or require any further information, please contact me.

Sincerely,

Charlee Nichols, CERA  
Support Services Analyst II  
Marion County Election Center  
[CNichols@VoteMarion.Gov](mailto:CNichols@VoteMarion.Gov)



**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE**

**LOCATION**

*The Club at Ocala Preserve, 4021 NW, 53rd Ave Road, Ocala, Florida 34482*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 7, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>November 4, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>December 2, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>January 6, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>February 3, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>March 3, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>April 7, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>May 5, 2023</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>June 2, 2023</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>July 7, 2023</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>August 4, 2023</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>September 1, 2023</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>