RESOLUTION 25-R-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, REQUESTING ISSUANCE OF A GRANT OF GENERAL UTILITY EASEMENT BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR MARION COUNTY FIRE RESCUE NORTH MARION FIRE STATION #11; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Financial Services ("Department") an agency of the State of Florida, and Marion County, f/b/o Marion County Fire Rescue, a political subdivision of the State of Florida ("County") entered into an Interlocal Agreement Concerning Commercial Water and Wastewater Connection for Marion County Fire Rescue North Marion Fire Station #11 on October 21, 2025 ("Agreement"); and

WHEREAS, Section 3.2 of the Agreement states that the Florida State Fire College shall provide dedicated utility easements for the County's Connection Facilities to allow for the proper Maintenance of the County's facilities; and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, as Grantor of the General Utility Easement ('Trustees"), by and through the State of Florida Department of Environmental Protection, requires that an Application for the use of State owned uplands be filed as a condition precedent for issuance of the General Utility Easement; and

WHEREAS, the above-referenced Application for issuance of the General Utility Easement further requires that any Local Government Applicant for an Easement include with their Application a formal resolution adopted by the Board of County Commissioners ("Board") requesting the proposed Easement; and

WHEREAS, the Board has determined that it is in the best interest of the citizenry of Marion County to formally adopt this Resolution requesting the proposed Easement; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. RECITALS. The above recitals are hereby incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2.	FORMAL REQUEST FOR EASEMENT.	The Board has determined that
it is in the best into	erest of the citizenry of Marion County to form	nally adopt this Resolution and
hereby respectfully	requests the Trustees to execute the attached	proposed Easement as soon as
practicable.		
SECTION 3.	SEVERABILITY. The provisions of this R	desolution are severable. If any

word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect. **SECTION 5. EFFECTIVE DATE.** This resolution shall take effect on ______, 2025. **DULY ADOPTED** in regular session this ______ day of ______, 2025. **BOARD OF COUNTY COMMISSIONERS**

CARL ZALAK III,	CHAIRMAN	

MARION COUNTY, FLORIDA

ATTEST: Gregory C. Harrell, CLERK

RETURN TO:
Office of the County Engineer
412 S.E. 25th Avenue
Ocala, FL 34471
THIS DOCUMENT PREPARED BY:
Office of the County Engineer
412 S.E. 25th Avenue
Ocala, FL 34471

Project: Marion County Fire Rescue North Marion Fire Station #11 Property Appraiser's Parcel ID # 07399-083-02 (A portion of)

GRANT OF GENERAL UTILITY EASEMENT

THIS INDENTURE, made this _____ day of _____, 2025, by BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter called "Grantor", and Marion County, a Political Subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, Florida 34471, hereinafter called "Grantee".

WITNESSETH

That **Grantor**, for and in consideration of the sum of Ten and no/100 dollars (\$10.00), and other good and valuable consideration to **Grantor** in hand paid by **Grantee**, the receipt of which is hereby acknowledged, has granted, bargained and sold to **Grantee**, its successors or assigns, a non-exclusive easement for the construction, operation and maintenance of utilities infrastructure by **Grantee**, and related facilities including, without limitation, above-ground and underground water, underground sanitary sewer lines and force mains (herein called the "Facilities") all of which items to be located in the Easement Area (defined herein) over, under, across and on the following described land (the "Easement Area"), situate, lying and being in Marion County, Florida to wit:

SEE ATTACHED COMPOSITE EXHIBIT 'A'

The easement rights specifically include: (a) the right of ingress and egress to patrol, inspect, alter, improve, construct, repair, operate, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of **Grantee**, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (d) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation and maintenance of the Facilities and for the enjoyment and use of such easement for the purposes described above. No buildings, structures, or obstacles (except fences) shall be located, constructed, excavated, or created within the Easement Area which would unreasonably interfere with the **Grantee's** easement rights granted hereunder.

Grantor's utility easement to **Grantee** as herein provided shall end on August 5, 2070 and may be renewed for two additional 25-year terms, subject to the State of Florida Department of Financial Services' approval.

Grantor, shall repair and bear all costs associated with any damages caused by the **Grantor** or its employees, agents, contractors or subcontractors to any improvements located within the Easement, its access and/or surrounding area.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever. **Grantor** represents and warrants that the Easement Area does not constitute the homestead of **Grantor**, nor is it a part of any parcel of real property claimed by the **Grantor** as homestead under the laws of the State of Florida. The **Grantor** shall have the right to use the Easement Area subject to the easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the Easement Area by **Grantee** for the purposes granted hereby.

ATTEST: **GRANTOR: BOARD OF TRUSTEES OF THE INTERNAL** IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA BY: _____ Name: (print name): Its: (address) (print name): (address) STATE OF FLORIDA **COUNTY OF ORANGE** The foregoing instrument was signed and acknowledged before me by means of ⊠ physical presence or □ online notarization this ______ day of February, 2024, by Steven J. Campisi, as Manager for HP-212015 OCALA, LLC, a Florida limited liability company, on behalf of the company. He ⊠ is personally known to me or □ has produced a _____ as identification. Printed/typed name:_____ Notary Public-State of _____ Commission Number:

Commission expires:_____

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above

written.

SKETCH OF DESCRIPTION FOR: FLORIDA STATE FIRE COLLEGE

NOTE ~ THIS IS NOT A SURVEY!

DESCRIPTION: (20' SANITARY SEWER EASEMENT)

A PORTION OF LOTS 1 AND 10 J.M. MARTIN LANDS, LYING EASTERLY OF N.W. GAINESVILLE ROAD, BEING A RIGHT OF WAY WIDTH THAT VARIES AND SOUTHERLY OF CSX TRANSPORTATION RAILROAD, BEING A 120.00 FEET RIGHT OF WAY, IN THE JOHN BROWARD GRANT, TOWNSHIP 13 SOUTH, RANGE 21 EAST AS RECORDED IN PLAT BOOK "A", PAGE 87 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 1 OF SAID J.M. MARTINS LANDS; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, S.26°36'17"E., A DISTANCE OF 1071.92 FEET TO THE INTERSECTION WITH THE SOUTHERLY BOUNDARY OF A MONUMENTED FIFTY FOOT WIDE INGRESS AND EGRESS EASEMENT; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID LOT 1, ALONG THE SOUTHERLY BOUNDARY OF SAID EASEMENT, S.43°29'49"W., A DISTANCE OF 1074.28 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY, S.43°29'49"W., A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, N.46°30'11"W., A DISTANCE OF 70.00 FEET; DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, N.46'30'11"W., A DISTANCE OF 70.00 FEET; THENCE N.43'29'49"E., A DISTANCE OF 306.05 FEET; THENCE N.01'30'11"W., A DISTANCE OF 113.52 FEET; THENCE N.43'29'49"E., A DISTANCE OF 247.84 FEET; THENCE N.46'30'11"W., A DISTANCE OF 252.54 FEET; THENCE S.88'29'49"W., A DISTANCE OF 15.69 FEET; THENCE N.46'30'11"W., A DISTANCE OF 66.03 FEET; THENCE N.43'29'49"E., A DISTANCE OF 20.00 FEET; THENCE S.46'30'11"E., A DISTANCE OF 57.75 FEET; THENCE N.88'29'49"W., A DISTANCE OF 15.69 FEET; THENCE S.46'30'11"E., A DISTANCE OF 280.83 FEET; THENCE S.43'29'49"W., A DISTANCE OF 259.56 FEET; THENCE S.01'30'11"E., A DISTANCE OF 113.52 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE AFOREMENTIONED MONUMENTED FIFTY FOOT WIDE INGRESS AND EGRESS EASEMENT; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID FASSMENT SA3'29'49"W. EASEMENT, S.43*29'49"W., A DISTANCE OF 294.34 FEET; THENCE DEPARTING THE NORTHERLY BOUNDARY OF EASEMENT, S.46*30'11"E., A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. SAID

NOTES:

- 1. DATE OF SKETCH: OCTOBER 30, 2025
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
- 4. BEARINGS AND STATE PLANE COORDINATES DEPICTED HEREON ARE GRID, WEST FLORIDA ZONE, NAD-83 (CORS96) EPOCH:2002.0000), BASED ON TRIMBLE VIRTUAL REFERENCE STATION NETWORK AND REFERENCED TO NATIONAL GEODETIC SURVEY CONTROL POINT 175 73 A51.
- 5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

SHEET 1 OF 2 ONE IS NOT COMPLETE WITHOUT THE OTHER

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEGEND UNLESS OTHERWISE NOTED

= CENTERLINE OF RIGHT OF WAY

O.R. = OFFICIAL RECORDS OF MARION COUNTY

C.B. = CHORD BEARING

_/- = BROKEN LINE; NOT DRAWN TO SCALE

10/2012025 SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

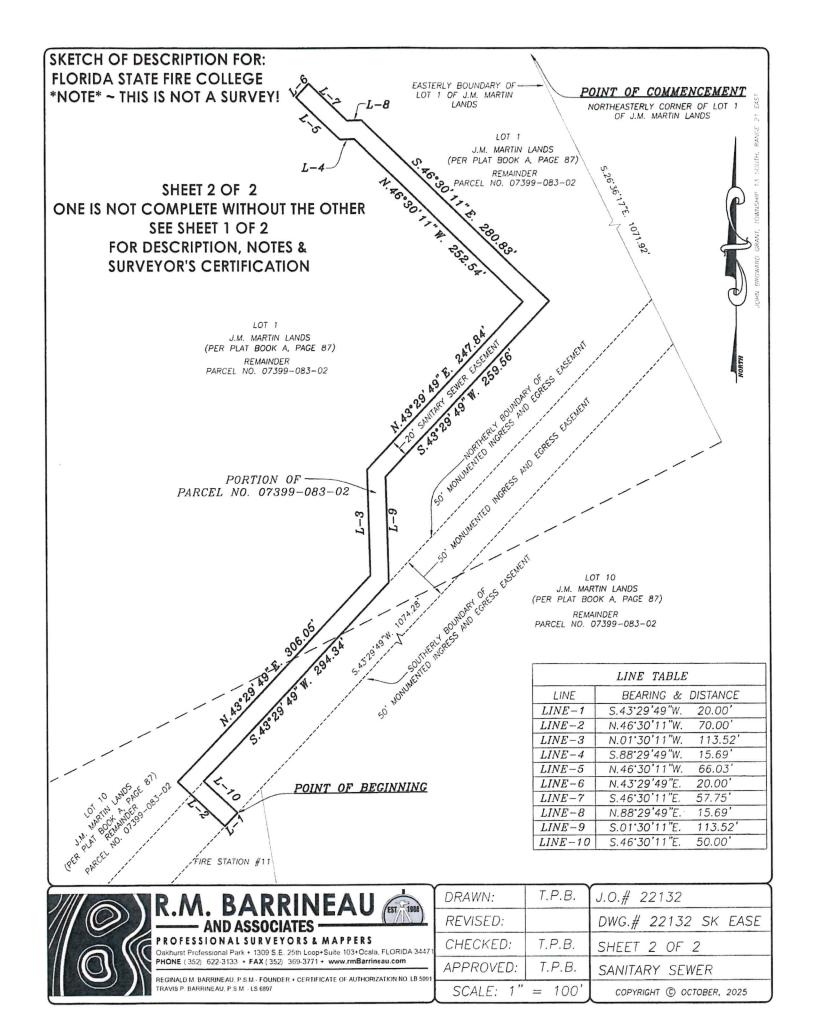
TRAVIS P. BARRINEAU, P.S.M. - LS 6897 OF R.M. BARRINEAU & ASSOCIATES, INC.

COMPOSITE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



1	DRAWN:	T.P.B. J.O.# 22132	
	REVISED:		DWG.# 22132 SK EASE
7 1	CHECKED:	T.P.B.	SHEET 1 OF 2
	APPROVED:	T.P.B.	SANITARY SEWER
	SCALE: 1"	= 100'	COPYRIGHT © OCTOBER, 2025



NOTE ~ THIS IS NOT A SURVEY!

DESCRIPTION:

SKETCH OF DESCRIPTION FOR: FLORIDA STATE FIRE COLLEGE

A PORTION OF LOTS 1 AND 10 J.M. MARTIN LANDS, LYING EASTERLY OF N.W. GAINESVILLE ROAD, BEING A RIGHT OF WAY WIDTH THAT VARIES AND SOUTHERLY OF CSX TRANSPORTATION RAILROAD, BEING A 120.00 FEET RIGHT OF WAY, IN THE JOHN BROWARD GRANT, TOWNSHIP 13 SOUTH, RANGE 21 EAST AS RECORDED IN PLAT BOOK "A", PAGE 87 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 1 OF SAID J.M. MARTINS LANDS; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, S.26'36'17"E., A DISTANCE OF 1071.92 FEET TO THE INTERSECTION WITH THE SOUTHERLY BOUNDARY OF A MONUMENTED FIFTY FOOT WIDE INGRESS AND EGRESS EASEMENT; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID LOT 1, ALONG THE SOUTHERLY BOUNDARY OF SAID EASEMENT, S.43'29'49"W., A DISTANCE OF 1431.58 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY, S.43'29'49"W., A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, N.46'30'11"W., A DISTANCE OF 84.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3070.38 FEET, A CENTRAL ANGLE OF 04'21'17" AND A CHORD BEARING AND DISTANCE OF N.09'54'18"W., 233.31 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 233.37 FEET TO THE END OF SAID CURVE; THENCE N.17'26'20"W., A DISTANCE OF 326.71 FEET TO A POINT ON THE EASTERLY RIGHT WAY OF WAY LINE OF THE AFOREMENTIONED N.W. GAINESVILLE ROAD; THENCE ALONG SAID RIGHT OF WAY LINE, N.71'10'44"E., A DISTANCE OF 4.95 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2966.39 FEET, A CENTRAL ANGLE OF 03'29'48" AND A CHORD BEARING AND DISTANCE OF N.20'34'11"W., 181.01 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 181.04 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.22'19'05"W., A DISTANCE OF 117.14 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, N.22'13'28"E., A DISTANCE OF 28.23 FEET; THENCE N.37'37'58"E., A DISTANCE OF 243.22 FEET; THENCE N.82'37'58"E., A DISTANCE OF 77.78 FEET; THENCE S.46'42'15"E., A DISTANCE OF 46.95 FEET; THENCE S.46'42'15"W., A DISTANCE OF 37.49 FEET; THENCE S.82'37'58"W., A DISTANCE OF 60.03 FEET; THENCE S.37'37'58"W., A DISTANCE OF 60.03 FEET; THENCE S.37'37'58"W., A DISTANCE OF 232.23 FEET; THENCE S.22'13'28"W., A DISTANCE OF 17.33 FEET; THENCE S.22'19'05"E., A DISTANCE OF 108.95 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2986.39 FEET, A CENTRAL ANGLE OF 03'29'26" AND A CHORD BEARING AND DISTANCE OF S.20'34'11"E.. 182.23 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE. A DISTANCE OF 182.26 FEET OF 326.71 FEET TO A POINT ON THE EASTERLY RIGHT WAY OF WAY LINE OF THE AFOREMENTIONED N.W. GAINESVILLE OF S.20'34'11"E., 182.23 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 182.26 FEET OF S.20'34'11"E., 182.23 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 182.26 FEET TO THE END OF SAID CURVE; THENCE S.71'10'44"W., A DISTANCE OF 4.94 FEET; THENCE S.17'26'20"E., A DISTANCE OF 311.57 FEET; THENCE N.42'15'52"E., A DISTANCE OF 223.43 FEET; THENCE N.02'44'08"W., A DISTANCE OF 5.86 FEET; THENCE N.47'44'08"W., A DISTANCE OF 22.75 FEET; THENCE N.42'15'52"E., A DISTANCE OF 20.00 FEET; THENCE S.47'44'08"E., A DISTANCE OF 31.03 FEET; THENCE S.02'44'08"E., A DISTANCE OF 22.43 FEET; THENCE S.42'15'52"W., A DISTANCE OF 244.16 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3090.38 FEET, A CENTRAL ANGLE OF 04'06'40" AND A CHORD BEARING AND DISTANCE OF S.09'54'50"E., 221.70 FEET; THENCE S.00'THEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 221.74 FEET TO THE END OF SAID CURVE; THENCE S.46'30'11"E., A DISTANCE OF 77.09 FEET TO THE POINT OF BEGINNING.

NOTES:

- 1. DATE OF SKETCH: OCTOBER 29, 2025 2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- 3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
- 4. BEARINGS AND STATE PLANE COORDINATES DEPICTED HEREON ARE GRID, WEST FLORIDA ZONE, NAD-83 (CORS96) EPOCH:2002.0000), BASED ON TRIMBLE VIRTUAL REFERENCE STATION NETWORK AND REFERENCED TO NATIONAL GEODETIC SURVEY CONTROL POINT 175 73 A51.
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SHEET 1 OF 3 ONE IS NOT COMPLETE WITHOUT THE OTHER SEE SHEET 2-3 OF 3 FOR SKETCH OF DESCRIPTION

LEGEND UNLESS OTHERWISE NOTED

= CENTERLINE OF RIGHT OF WAY

O.R. = OFFICIAL RECORDS OF MARION COUNTY

C.B. = CHORD BEARING

¬∧¬ = BROKEN LINE; NOT DRAWN TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

10/30/2025

SIGNATURE DATE

TRAVIS P. BARRINEAU, P.S.M. LS 6897 OF R.M. BARRINEAU & ASSOCIATES, INC.

TRAVIS@RMBARRINEAU.COM

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU AND ASSOCIATES -

PROFESSIONAL SURVEYORS & MAPPERS

Oakhurst Professional Park + 1309 S.E. 25th Loop+Suite 103+Ocala, FLORIDA 3447 PHONE (352) 622-3133 + FAX (352) 369-3771 + www.rmBarrineau.com

REGINALD M. BARRINEAU, P.S.M.-FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5091 TRAVIS P BARRINEAU, P.S.M. - LS 6897

DRAWN:	T.P.B.	J.O.# 22132
REVISED:		DWG.# 22132 SK EASE
CHECKED:	T.P.B.	SHEET 1 OF 4
APPROVED:	T.P.B.	WATER AND FIRE
SCALE: 1"	= 100'	COPYRIGHT © OCTOBER, 2025

