

PREPARED BY/ RECORD AND RETURN TO:  
Office of the County  
Engineer 412 S.E.  
25th Ave.  
Ocala, FL 34471

### INGRESS/ EGRESS & UTILITY EASEMENT

THIS INGRESS EGRESS AND UTILITY EASEMENT is given this \_\_\_ day of \_\_\_\_\_, 2024, by **MARION COUNTY**, a political subdivision of the State of Florida, whose mailing address is 601 SE 25th Avenue, Ocala, FL 34471 ("*Grantor*"), to and for the benefit of **R.L.R. INVESTMENTS, L.L.C.**, its affiliates and related parties, whose mailing address is 7340 N. US HWY 27, Ocala, FL 34482 ("*Grantee*"). As used herein, the term "*Grantor*" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "*Property*" (as hereinafter defined) and the term "*Grantee*" shall include any successor or assignee of Grantee.

#### WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain lands situated in Marion County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein (the "*Property*"); and

WHEREAS, Grantor has agreed to grant and convey to Grantee, a permanent non-exclusive access easement over, on, upon, and across the Property for the specific and limited purposes set forth herein; and

WHEREAS, Grantor has agreed to grant and convey to Grantee, a permanent non-exclusive easement for the Grantee's connection to and use of infrastructure owned and maintained by Grantor, and related facilities including, without limitation underground water, sanitary sewer lines, sidewalk (if constructed by Grantor) and paved driveway / roadway (herein called the "*Facilities*") all of which items to be located in the "*Easement Area*" (as defined herein and identified on Exhibit "A") over, under, on and across the Property in Exhibit "A" situate, lying and being in Marion County, Florida.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual easement for and in favor of Grantee upon the Property described on Exhibit "A" which shall run with the land and be binding upon the Grantor.

The scope, nature, and character of this Easement shall be as follows:

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.
2. Purpose. It is the purpose of this Easement to grant a permanent non-exclusive access easement over, on, upon, and across the Property for the

purpose of vehicular and pedestrian ingress and egress to and from certain real property owned by Grantee in the vicinity of the Property, and to grant a perpetual non-exclusive utility easement in the Easement Area of the Property. The easement rights specifically include: (a) the right of perpetual ingress and egress to the Facilities; and (b) all other rights and privileges reasonably necessary or convenient for the safe and efficient use 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.

3. Grantor's Infrastructure Responsibility. Grantor shall construct and maintain water and sewer lines along Grantor's driveway, sidewalk (if constructed by Grantor) and paved driveway/ roadway located in the Easement Area, and bear all costs associated therewith.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice-Chairman of said Board, the day and year aforesaid.

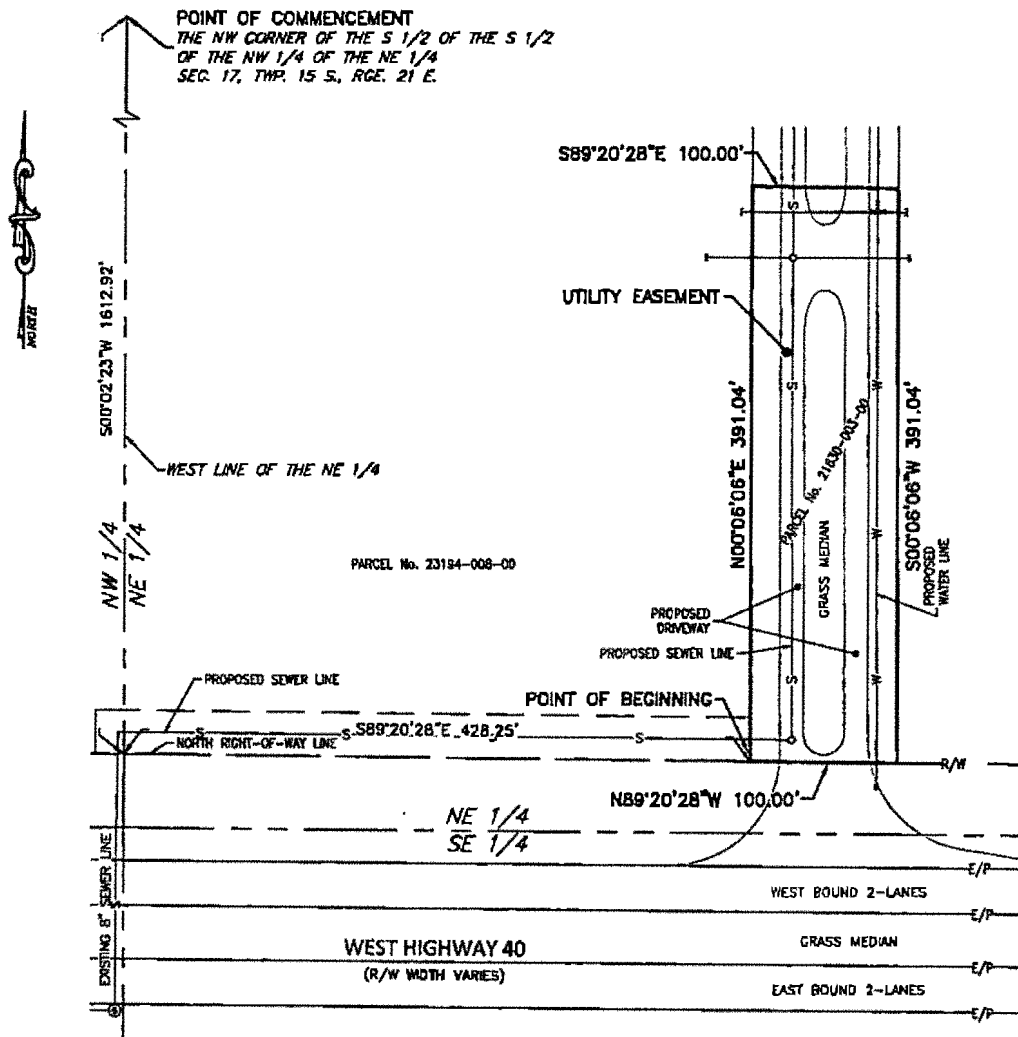
BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
KATHY BRYANT, CHAIRMAN

\_\_\_\_\_  
GREGORY C. HARRELL, CLERK

EXHIBIT "A"



**LEGAL DESCRIPTION:**

A PORTION OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID NORTHEAST 1/4; THENCE S00°02'23"W, ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1612.92 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF WEST HIGHWAY No. 40 (WIDTH VARIES); THENCE DEPARTING SAID WEST LINE, PROCEED S89°20'28"E ALONG SAID RIGHT-OF-WAY LINE, 428.25 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N00°08'06"E, 391.04 FEET; THENCE S89°20'28"E, 100.00 FEET; THENCE S00°08'06"W, 391.04 FEET TO A POINT ON AFORESAID RIGHT-OF-WAY LINE; THENCE N89°20'28"W ALONG SAID RIGHT-OF-WAY LINE, 100.00 FEET TO THE POINT OF BEGINNING.

**NOTES:**

1. THE SKETCH OF LEGAL DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THE SURVEYOR BASED ON A BOUNDARY SURVEY OF THE PARENT PARCEL PREPARED BY THIS FIRM DATE 1/30/2020 AND INSTRUCTIONS FROM THE CLIENT.

**LEGEND**

R/W RIGHT OF WAY  
 E/P EDGE OF PAVEMENT  
 SEC. SECTION  
 TWP. TOWNSHIP  
 RGE. RANGE

Mekelle M Boyer

Digitally signed by Mekelle M Boyer  
 Date: 2024.07.17 11:41:29 -04'00'

MEKELLE M. BOYER DATE  
 PROFESSIONAL SURVEYOR & MAPPER  
 REGISTRATION No. 7398  
 STATE OF FLORIDA

**ROGERS ENGINEERING, LLC**  
 Civil Engineering & Land Surveying

• 1105 S.E. 3rd Avenue • Ocala, Florida 34471  
 • Ph. (352) 622-9214 • Lic. Bus. #4074

SCALE 1"=100'	DATE 6/10/2024	SHEET 1 OF 1
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