

Record and Return to:

Office of the County Engineer
412 SE 25th Avenue
Ocala, FL 34471

This Document Prepared By:
Office of the County Engineer
412 SE 25th Avenue
Ocala, FL 34471

Project: SW 49th Ave – Phase 1
Project Parcel #: _____
Parcel ID #: 2390-000-000

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made this _____ day of _____, 2024 , by **HP Ocala 40th Avenue, LLC**, a Florida limited liability company, having an address of 101 S. New York Ave., Suite 211, Winter Park, FL 32789, Grantor, to **Marion County**, a political subdivision of the state of Florida, whose address is 601 SE 25th Avenue, Ocala, Florida 34471, Grantee (Wherever used herein the terms “Grantor” and “Grantee” include all the heirs, legal representatives and assigns of such parties).

WITNESSETH: That the grantor for and in consideration of the sum of Ten dollars (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a non-exclusive temporary construction easement over, under, across and on the following described land (the easement area), situate, lying, and being in Marion County, Florida, to wit:

See Exhibit “A” Attached hereto and by this reference made a part hereof

The purpose of this temporary construction easement is to allow excavation, grading, and other construction activities upon the above described lands for the duration of the two (2) years; provided, however, that the term of this easement and all rights granted to Grantee pursuant to this instrument shall expire upon the earlier of (i) two years from the granting hereof or (ii) the date on which Grantee substantially completes the improvements contemplated hereby. Upon completion of such improvements, either party shall have the right to unilaterally execute and record in the Public Records of Marion County, Florida, a memorandum of termination of the rights granted herein, the recording of which shall be conclusive that this easement is terminated and that the rights granted to Grantee herein are of no further force or effect.

Grantee agrees that the western five feet of easement will be for foot traffic only and the culvert will be noted to be removed with the roadway improvements. Gravity sewer will be connected to the existing system and the manhole rim elevation will be lowered. Once the

connection is made, the lift station will be taken offline and above ground equipment will be removed to allow all wastewater to be conveyed via gravity to the SW 40th Avenue system.

Marion County shall restore the disturbed area back to its original condition upon completion of the proposed project.

During the exercise of any rights granted to Grantee herein, Grantee hereby covenants to (i) cause all work to be performed in a lien-free manner, (ii) use best efforts to cause no disruption or have a material impact on Grantor's use of its real property or its operations therein, (iii) not allow any hazardous materials to be released into the easement area or any adjacent real property, and (iv) each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the easement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the easement by such Party, its officers, board members, agents, representatives or employees. This easement shall not be construed in any way to alter Grantee's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort, contract or otherwise. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require Grantee to indemnify or insure Grantor for Grantor's negligence.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

SUBJECT TO: RESTRICTIONS AND EASEMENTS OF RECORD

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

Signed, sealed and delivered in the presence of:

Claudia
(Witness No. 1 - Signature)

Claudia Aspiroz
(Witness No. 1 - Printed Name)

Address: 101 S NEW YORK AVE
Suite 211, WINTER PARK, FL 32789

Michelle Jarae
(Witness No. 2 - Signature)

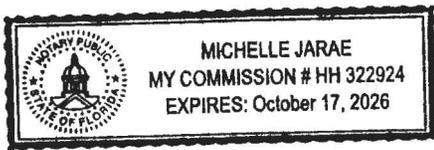
Michelle Jarae
(Witness No. 2 - Printed Name)

Address: 101 S New York Ave, Unit 211
Winter Park, FL 32789

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of: physical presence or online notarization, this 8 day of October, 2024, by Steven Campisi, as Manager of HP Ocala 40th Avenue, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me; and who acknowledged that he executed this Document freely and voluntarily for the purposes therein expressed.

Michelle Jarae
NOTARY PUBLIC, State of Florida
My Commission Expires: 10/17/2026
My Commissioner No: HH 322924



Continued on Following Page

GRANTEE:

Marion County, a political subdivision of the
State of Florida

By: _____
Print Name: _____
(Deputy) Clerk

By: _____
Kathy Bryant, Chairman
Board of County Commissioners

(Seal)

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of: physical presence or
 online notarization, this _____ day of May, 2024, by _____, as Chairman of the
Board of County Commissioners of Marion County, Florida, who is personally known to me; and
who acknowledged that he executed this Document freely and voluntarily for the purposes
therein expressed.

NOTARY PUBLIC, State of _____
My Commission Expires: _____
My Commissioner No: _____

EXHIBIT A

DESCRIPTION OF EASEMENT AREA

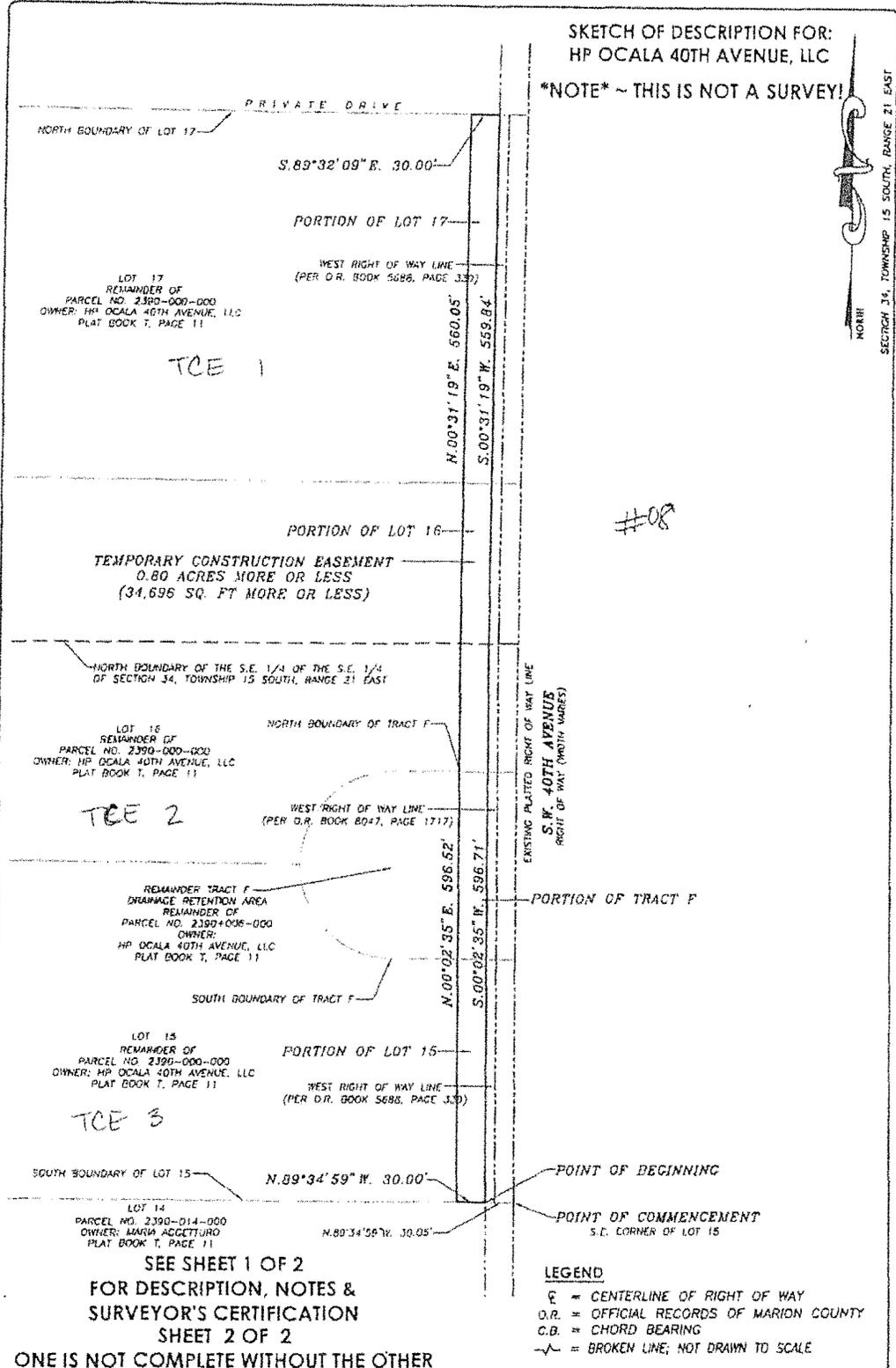
A PORTION OF LOTS 15, 16, 17 AND TRACT F OF EXECUTIVE PARK AS RECORDED IN PLAT BOOK T, PAGE 11 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SAID LOT 15; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 15, N.89'34'59"W., A DISTANCE OF 30.05 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N.89'34'59"W., A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00'02'35"E., A DISTANCE OF 596.52 FEET TO A POINT ON THE NORTH BOUNDARY OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 34, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE DEPARTING SAID NORTH BOUNDARY, N.00'31'19"E., A DISTANCE OF 560.05 FEET TO A POINT ON THE NORTH BOUNDARY OF THE AFOREMENTIONED LOT 17; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 17, S.89'32'09"E., A DISTANCE OF 30.00 FEET; THENCE DEPARTING THE NORTH BOUNDARY OF SAID LOT 17, S.00'31'19"W., A DISTANCE 559.84 FEET TO A POINT ON THE AFOREMENTIONED NORTH BOUNDARY OF S.E. 1/4 OF THE S.E. 1/4 OF SECTION 34; THENCE DEPARTING SAID NORTH BOUNDARY, S.00'02'35"W., A DISTANCE OF 596.71 FEET TO THE POINT OF BEGINNING.

Sketch of Description on Following Page

SKETCH OF DESCRIPTION FOR:
HP Ocala 40TH AVENUE, LLC

NOTE ~ THIS IS NOT A SURVEY!



SEE SHEET 1 OF 2
FOR DESCRIPTION, NOTES &
SURVEYOR'S CERTIFICATION
SHEET 2 OF 2

ONE IS NOT COMPLETE WITHOUT THE OTHER

LEGEND

- F = CENTERLINE OF RIGHT OF WAY
- O.R. = OFFICIAL RECORDS OF MARION COUNTY
- C.B. = CHORD BEARING
- - - = BROKEN LINE; NOT DRAWN TO SCALE



R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
1300 S.E. 25th Loop, Suite 103, Ocala, Florida 34477
PHONE (352) 422-3123 • FAX (352) 362-3771 • www.rmbarribeau.com
REGINALD M. BARRINEAU, P.S.M. - FLS 10408 • CERTIFICATE OF AUTHORIZATION AND LR 8091
TRAVIS P. BARRINEAU, P.S.M. - FLS 15124

DRAWN:	T.P.B.	J.O.# 15056
REVISED:		DWC.# 15056 SK TAKING
CHECKED:	T.P.B.	T-C-E LOTS 15-17
APPROVED:	T.P.B.	SHEET 2 OF 2
SCALE: 1" = 120		COPYRIGHT © JANUARY, 2024