

This instrument prepared by:  
Office of County Engineer  
412 SE 25<sup>th</sup> Avenue  
Ocala, FL. 34471

Return to:  
Office of County Engineer  
412 SE 25<sup>th</sup> Avenue Bldg 1  
Ocala, FL. 34471

Project: NW 80<sup>th</sup> Avenue & SR 40 Intersection  
Project Parcel #: N/A  
Parcel ID #: 23209-004-02

## TEMPORARY EASEMENT PURCHASE AGREEMENT

THIS TEMPORARY EASEMENT PURCHASE AGREEMENT (“**Agreement**”) is made and entered into as of the date this Agreement is last signed by both Seller and Buyer, (“**Effective Date**”) by and between: **CENTURYLINK OF FLORIDA, INC., a Florida corporation, 931 14th Street, Denver, Colorado 80202, Attn: Vice President of Real Estate**, hereinafter referred to as the SELLER, and **MARION COUNTY**, a political subdivision of the State of Florida for use and benefit of MARION COUNTY, hereinafter referred to as BUYER. Seller and Buyer may be referred to in this Agreement collectively as “parties”.

### WITNESSETH

For and in consideration of the mutual covenants and conditions herein contained, Seller hereby agrees to sell and Buyer hereby agrees to buy the Temporary Construction Easement (“**Easement**”) , upon the following terms and conditions:

#### I. DESCRIPTION

(a) Real estate or interest therein, with a physical address of 173 SW 80th Ave, Ocala, FL 34481, identified as Parcel ID #: 23209-004-02 and further shown on Right of Way Maps and/or Sketch of Description for the NW 80<sup>th</sup> Avenue & SR 40 Intersection project incorporated herein by reference and attached as Exhibit “A”.

- Fee Simple
- Temporary Construction Easement
- Permanent Drainage Easement
- Leasehold Interest

(b) Personal property identified as follows: N/A

#### II. PURCHASE PRICE

|   |    |                     |
|---|----|---------------------|
| (a) Land  | \$ | 0.00                |
| Improvements  | \$ | 0.00                |
| Temporary Construction Easement (2,000 SF or 0.046AC) | \$ | 1,751.00            |
| Damages (Severance/Cost-to-Cure)                      | \$ | 0.00                |
| Other: Relocation of Equipment                        |    | <u>\$ 14,250.00</u> |
| <b>Total</b>  |    | <b>\$16,001.00</b>  |

- (b) Amount to be paid by Buyer to Seller at closing including fees and costs. \$16,001.00

Send Payments to:

US Bank – Lockbox  
Attn: 001206 – QCC Leasing - ID D7300L  
10035 East 40<sup>th</sup> Ave. Suite 100  
Denver, CO 80238

### **III. CONDITIONS AND LIMITATIONS**

- (a) It is mutually understood that this Agreement is contingent to and not binding upon the Seller or Buyer until ratified and accepted by the Marion County Board of County Commissioners, signed by its Chairman, or Vice-Chair, and attested by the Clerk of the Court. This Agreement will be deemed rejected by Buyer if not ratified and accepted by the Board of County Commissioners and the Seller acknowledges and agrees that this provision cannot be waived by Buyer or any Agent of Buyer.
- (b) Seller is responsible for all taxes due and owing on the property as of the date of closing and agrees that all current taxes for the year in which this Agreement is made on the Easement acquired will be prorated and Seller agrees to pay his and/or her share of said prorated taxes as of the date of closing. Buyer agrees to pay closings costs, such as recording fees, doc stamps and title insurance. The purchase amount is inclusive of all fees and costs associated with the acquisition of the Easement. Additionally, any delinquent taxes will be collected and delivered to the Marion County Tax Collector.
- (c) Other: This Agreement is inclusive of all fees and costs associated with this transaction. This Agreement includes a Temporary Construction Easement (Easement) for a period of two (2) years once construction commences on the SW/NW 80<sup>th</sup> Ave & W Hwy 40 Intersection Project for upon completion of the construction, whichever is sooner.
- (d) Buyer will notify Seller via email to: Leaseadmin@lumen.com 10 days prior to construction commencement and immediately after construction has been completed.

### **IV. CLOSING DATE**

- (a) This transaction will be closed, and the Easement delivered within 90 days of the date of Board of County Commissioners acceptance.

### **V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS**

- (a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, will control all printed provisions in conflict herewith. All Addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the Seller and Buyer.

There ( ) is (X) is not an Addendum to this Agreement.

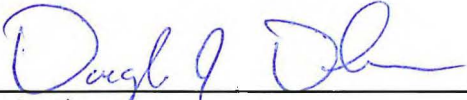
### **VI. ENTIRE AGREEMENT**

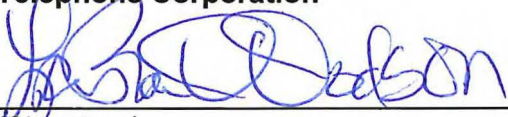
- (a) This Agreement will bind and inure to the benefit of the parties and their successors in interest. This Agreement and any exhibits attached hereto constitutes the entire Agreement between the Buyer and Seller, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Easement other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement will be binding upon the Buyer or Seller unless in writing and signed by both parties.

IN WITNESS WHEREOF, THE PARTIES have caused these presents to be executed in their respective name(s).

**WITNESSES:**


**SELLER: CENTURYLINK OF FLORIDA, a Florida Corporation f/k/a Embarq Florida, Inc., f/k/a Sprint-Florida Incorporated, f/k/a United Telephone Company of Florida, f/k/a Florida Telephone Corporation**

  
(Signature)

  
(Signature)

Douglas J. Dohmen  
(Print or type name)

Name: LaRae D. Dodson

  
(Signature)

Title: VP of Real Estate and Fleet

MAUREEN A. HEIL  
(Print or type name)

Signature Date: 6-20-24

**ATTEST:**

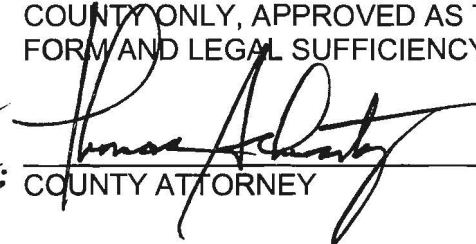
**BUYER:  
MARION COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF FLORIDA BY ITS BOARD OF  
COUNTY COMMISSIONERS**

GREGORY C. HARRELL,  
CLERK OF THE COURT

BY: MICHELLE STONE, CHAIR

(Signature Date)

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

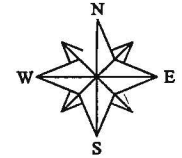
  
for: COUNTY ATTORNEY

# EXHIBIT "A"

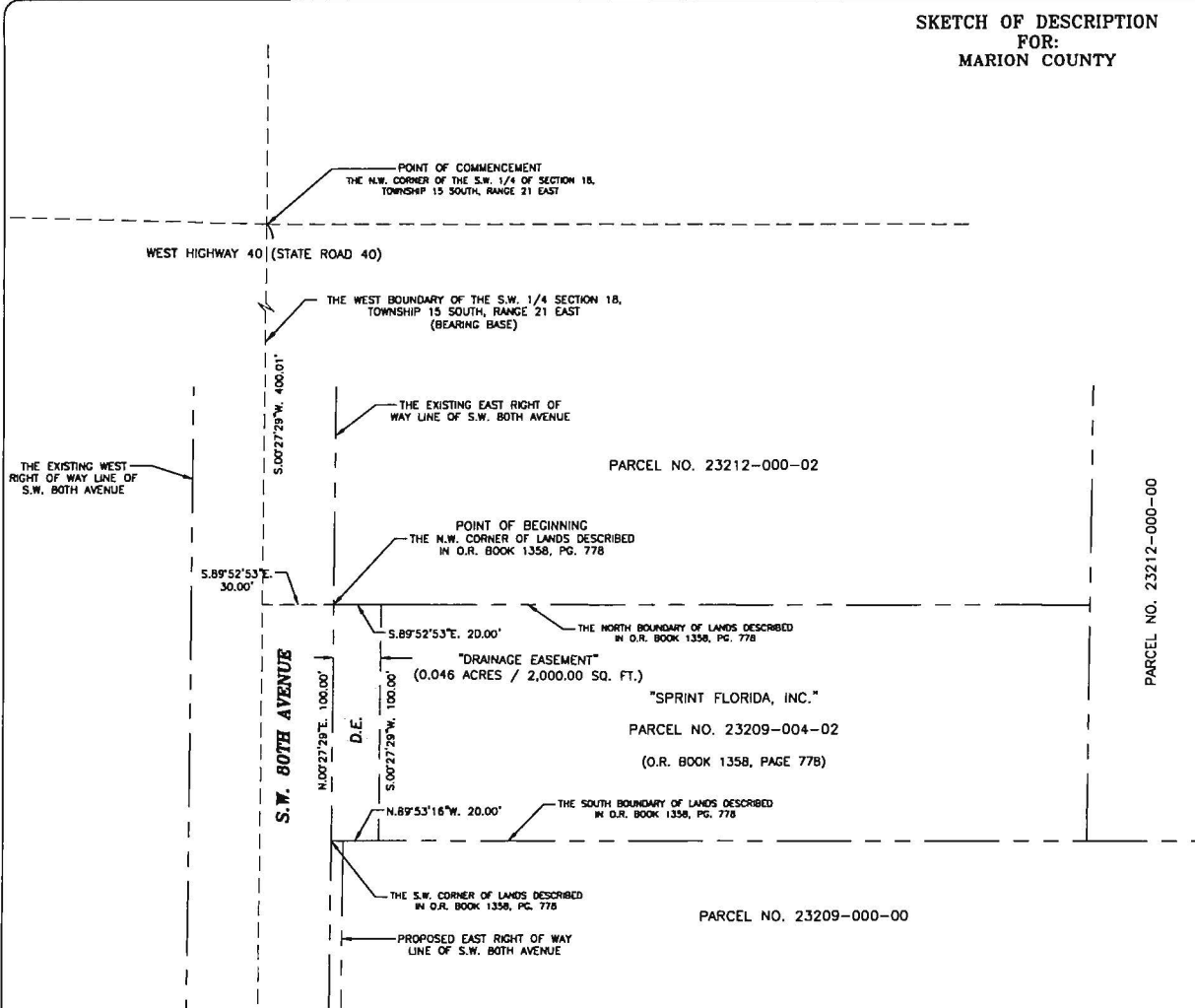
## SKETCH OF DESCRIPTION FOR: MARION COUNTY

NOTE: THIS IS NOT A SURVEY

SHEET 1 OF 1



1" = 50'



**DESCRIPTION:**

(20 FOOT DRAINAGE EASEMENT)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1358, PAGE 778, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°27'29"W., ALONG THE WEST BOUNDARY OF SAID S.W. 1/4, A DISTANCE OF 400.01 FEET; THENCE DEPARTING SAID WEST BOUNDARY S.89°52'53"E., A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF S.W. BOTH AVENUE (WIDTH VARIES), SAID POINT BEING THE N.W. CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1358, PAGE 778, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND BEING THE POINT OF BEGINNING OF THE HERIN DESCRIBED; THENCE DEPARTING SAID EXISTING EAST RIGHT OF WAY, S.89°52'53"E., ALONG THE NORTH BOUNDARY OF SAID LANDS, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°27'29"W., PARALLEL WITH AND 20 FEET DISTANT FROM SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LANDS; THENCE N.89°53'16"W., ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 20.00 FEET TO A POINT ON THE AFORESAID EXISTING EAST RIGHT OF WAY LINE OF S.W. BOTH AVENUE; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°27'29"E., ALONG SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 0.046 ACRES / 2,000.00 SQUARE FEET, MORE OR LESS)

**LEGEND**

- D.E. = DRAINAGE EASEMENT
- O.R.B. = OFFICIAL RECORDS BOOK
- R/W = RIGHT OF WAY LINE
- = PROPOSED CENTERLINE
- ⚡ = BROKEN LINE; NOT DRAWN TO SCALE

**SURVEYOR'S NOTES:**

1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA WEST ZONE), NAD-83 (1990 ADJUSTMENT), HOLDING THE WEST BOUNDARY OF THE S.W. 1/4 OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST, TO BEAR: S.00°27'29"W.
2. THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA WERE NOT SEARCHED BY PREECE LAND SURVEYING, INC.
3. ADDITIONS OR DELETIONS TO THIS MAP OF SKETCH AND/OR REPORT BY OTHER THAN THE SIGNING PARTY(IES) IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY(IES).
4. THIS SKETCH HAS BEEN PREPARED FOR SOLE AND EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT THE CONSENT OF SAID PARTY(IES) AND THE SIGNING SURVEYOR.
5. THIS MAP OF SKETCH IS NOT VALID AND IS TO ONLY BE USED FOR REFERENCE PURPOSES ONLY, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED HEREON.

**SURVEYOR'S CERTIFICATION:**

THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.



STATE CERTIFIED SDVBE



BELLWETHER PROFESSIONAL PARK  
2201 S.E. 30TH AVENUE, SUITE 102  
OCALA, FL 34471  
PHONE: (352) 351-0091  
FAX: (352) 351-0093 FAX  
EMAIL: glen@plsinc.us

(LICENSED BUSINESS NO. 7389)

DATE OF SKETCH: JANUARY 12, 2022

| DRAWN:           | J.R.C.           | REVISIONS                      |  | BY  | DATE    |
|------------------|------------------|--------------------------------|--|-----|---------|
| CHECKED:         | G.H.P.           | REVISE TCE TO DE               |  | GHP | 6/15/22 |
| F.B./PG.         | N/A              |                                |  |     |         |
| FILE INFO:       |                  |                                |  |     |         |
| N.W. BOTH AVENUE |                  |                                |  |     |         |
| SCALE: 1" = 50'  | COPYRIGHT © 2022 | JOB ORDER # 20-118 D.E. SPRINT |  |     |         |