

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: NW/SW 80h Ave & W Hwy 40
Project Parcel #: N/A
Parcel ID #: 23209-004-02 (A Portion Of)

GRANT OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Easement Agreement”) is made and entered into as of the date this Easement Agreement is last signed by both Grantor and Grantee (“Effective Date”) by and between **CENTURYLINK OF FLORIDA, INC**, a Florida corporation, having an address of 931 14th Street, Denver, Colorado 80202, Attn: Vice President of Real Estate (“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). Grantor and Grantee may be referred to in this Easement Agreement as “parties”.

WITNESSETH: That the Grantor for and in consideration of the sum of One Thousand Seven Hundred Fifty-One dollars (\$1,751.00) and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged by the parties, hereby grants unto the Grantee, its successors and assigns, a temporary construction easement over, under, across and on the following legally described land situate, lying, and being in Marion County, Florida to wit:

See attached “Exhibit A” (“Easement Tract”)

The purpose of this Easement Agreement is to allow excavation, grading, and other construction activities upon the above described lands for the duration of the construction of the NW/SW 80th Avenue & W Highway 40 Intersection project. This Easement Agreement will terminate two (2) years from the date construction commences or upon completion of construction, whichever is sooner.

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.

Grantee acknowledges that it has conducted its own investigation of the Easement Tract, and accepts the Easement Tract in its “As-Is,” “Where-Is” and “With-All-Faults” condition as of the Effective Date, and subject to all existing licenses, easements, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting the

Easement Tract or access to the same as of the Effective Date.

To the extent permitted by law, Grantee will indemnify, defend and hold Grantor harmless from and against any and all claims, demands, losses, damages, penalties, fines, costs, expenses (including court costs and reasonable attorneys' fees through appeal, as well as for litigating the amount of fees to be awarded), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to Grantee's use or occupancy of the Easement Tract, or Grantor's Property, or arising in any manner out of the acts or omissions of Grantee or its agents, employees, representatives, contractors or any other persons acting under their respective direction or control in connection with this Easement Agreement. Grantee's obligations under this paragraph will survive the expiration or termination of this Easement Agreement. Notwithstanding the foregoing in this paragraph, and pursuant to those relevant sections of Florida Statute 768 (including Section 768.28), Grantee's indemnification, duty to defend and hold harmless obligations will not be construed in any way to alter Grantee's waiver of sovereign immunity or any limits established in such statute with respect to actions in tort, contract or otherwise or for providing indemnity for Grantor for Grantor's negligence under this Easement Agreement.

Grantor will indemnify, defend and hold harmless Grantee, 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 this Easement Agreement, 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 arising from any negligent, willful or wrongful misconduct, or any knowing misrepresentation or breach of this Easement Agreement by Grantor, its officers, board members, agents, representatives or employees.

Grantee acknowledges that Grantor (or anyone on Grantor's behalf) has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, present or future, of, as, to, concerning or with respect to the physical condition, characteristics and attributes of the Easement Tract, the suitability of the Easement Tract for any activities and uses which Grantee may or plans to conduct on the Easement Tract, and the compliance of or by the Easement Tract with any applicable laws.

If in exercising its rights under this Easement Agreement Grantee materially and adversely damages or disturbs the Easement Tract (as defined below) or any of Grantor's improvements on the Easement Tract or Grantor's Property (including but not limited to such improvements as landscaping, curbing, vegetation, equipment, pavement), Grantee will, at its sole cost and expense, promptly after receiving notice of such damage or disturbance from Grantor, repair such damage or disturbance at Grantee's sole cost to Grantor's reasonable satisfaction. Upon the completion of the project for which Grantee is being granted the Easement, Grantee will restore the Easement Tract and, if applicable, Grantor's real property adjacent to the Easement Tract ("Grantor's Property") back to its original condition.

SUBJECT TO: RESTRICTIONS AND EASEMENTS OF RECORD

[Signature Pages follow]

IN WITNESS WHEREOF, the parties have each caused this Easement Agreement to be executed as of the Effective Date.

Witnesses:

By: Maureen A Heil
Name: MAUREEN A HEIL

By: Douglas J. Dolmen
Name: Douglas J. Dolmen

GRANTOR

CENTURYLINK OF FLORIDA, INC,
a Florida corporation

By: LaRae D. Dodson

Name: LaRae D. Dodson

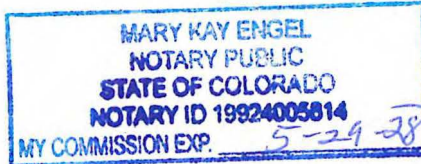
Its: VP of Real Estate and Fleet
Signature Date: 6-20-24

State of Colorado)
City of Denver)ss.
County of Denver)

This record was acknowledged before me on June 20, 2024
by LaRae D. Dodson, as VP of Real Estate and Fleet of CENTURYLINK OF FLORIDA, INC, a
Florida corporation.

Mary Kay Engel
(Notary's Official signature)

(Title of Office) Notary Public
5-29-28
(Commission Expiration)



[Grantee signature page follows]

Witnesses:

BY: _____
Name: _____

By: _____
Name: _____

GRANTEE:
MARION COUNTY

By: _____
Name: _____
Title: _____

Signature Date: _____

)
) ss.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by _____
_____.

Notary Public

(Commission Expiration)

EXHIBIT "A"

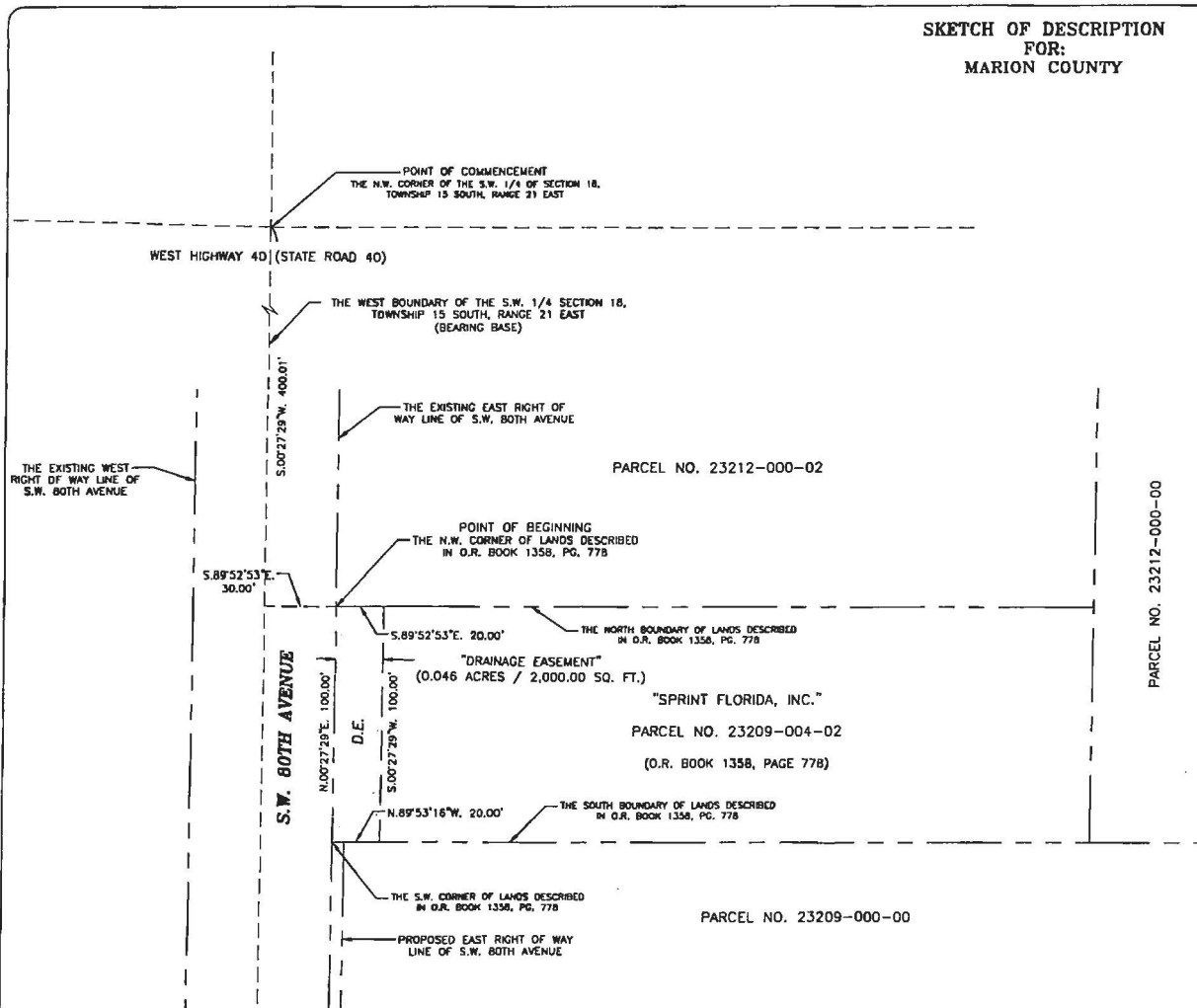
SKETCH OF DESCRIPTION FOR: MARION COUNTY

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 5.00°27'29"W., ALONG THE WEST BOUNDARY OF SAID S.W. 1/4, A DISTANCE OF 400.01 FEET; THENCE DEPARTING SAID WEST BOUNDARY 5.89°52'53"E., A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF S.W. 80TH 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 HEREIN DESCRIBED. THENCE DEPARTING SAID EXISTING EAST RIGHT OF WAY, 5.89°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. 80TH 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
- D.R.B. = OFFICIAL RECORDS BOOK
- R/W = RIGHT OF WAY LINE
- ⊕ = PROPOSED CENTERLINE
- ⚡ = BROKEN LINE; NOT DRAWN TO SCALE

SURVEYOR'S NOTES:

- 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: 5.00°27'29"W.
- THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA WERE NOT SEARCHED BY PREECE LAND SURVEYING, INC.
- 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).
- 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.
- 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

PREECE
LAND SURVEYING, INC.

(LICENSED BUSINESS NO. 73889)

DATE OF SKETCH: JANUARY 12, 2022

DRAWN:	J.R.C.	REVISIONS	BY	DATE
CHECKED:	G.H.P.	REMOVE TCE TO DE	GHP	6/15/22
F.B./PG.	N/A			
FILE INFO:				
N.W. 80TH AVENUE				
SCALE: 1" = 50'		COPYRIGHT © 2022		JOB ORDER # 20-118 D.E. SPRINT