

RETURN TO:  
Office of the County Engineer  
412 S.E. 25<sup>th</sup> Avenue  
Ocala, FL 34471

THIS DOCUMENT PREPARED BY:  
Brian A. Block, Esq.  
1449 SW 74th Drive, Suite 200  
Gainesville, FL 32607

Project: Commercial Retail Store – Marion Oaks  
Property Appraiser's Parcel ID # 8006-0698-07 (a portion of)

## **GRANT OF GENERAL UTILITY EASEMENT**

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**THIS INDENTURE** made this \_\_\_\_\_ day of August, 2024 , by **Magnolia Island, LLLP**, a Florida limited liability limited partnership, whose address is P.O. Box 104, San Antonio, FL 33576 , hereinafter called **"Grantor"**, and **Marion County, a Political Subdivision of the State of Florida**, whose address is 601 SE 25<sup>th</sup> 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 forever, a perpetual 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 lines, valves, backflow preventers, and associated structures (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 EXHIBIT 'A'**

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, 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; 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 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. Any proposed fence installation with appropriate gates must be approved by the Marion County Utilities Department and must allow reasonable access to Grantee's Facilities.

Grantee shall repair and bear all costs associated with any damages caused by the Grantee 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.

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

Signed and sealed in our presence as witnesses:

Thomas S. McMillan III  
Witness Signature

Thomas S. McMillan III  
Witness Printed Name

286 Deer Run 28774  
Witness Address

[Signature]  
Witness Signature

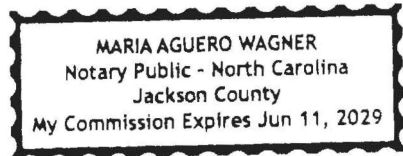
RANDON CARVER  
Witness Printed Name

1340 JOHN RINKLINE PKWY 34236  
Witness Address

SARASOTA, FL

STATE OF ~~FLORIDA~~ NC  
COUNTY OF ~~PASCO~~ Jackson

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20<sup>th</sup> day of August, 2024, by Brightman S. Logan, as General Partner of Magnolia Island, LLLP, a Florida limited liability limited partnership, on behalf of said partnership, who is  personally known to me or who  has produced Florida Driver License as identification; and who acknowledged that he executed this document freely and voluntarily for the purposes therein expressed.



Notary Stamp

**Magnolia Island, LLLP,**  
a Florida limited liability limited partnership

By: [Signature]  
Brightman S. Logan  
Its: General Partner

[Signature]

Notary Printed Name: Maria Agüero Wagner  
NOTARY PUBLIC, State of ~~Florida~~ NC  
My Commission Expires: 06/11/2029  
My Commissioner No: NC

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

**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

\_\_\_\_\_  
(Date)

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

*For: Thomas Anthony*  
\_\_\_\_\_  
COUNTY ATTORNEY

# EXHIBIT "A"

## EASEMENT LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 8 AND LOT 9, BLOCK 698, MARION OAKS UNIT 6, AS RECORDED IN PLAT BOOK O, PAGE 107 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 9, BLOCK 698, MARION OAKS UNIT 6, AS RECORDED IN PLAT BOOK O, PAGE 107 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, THENCE N 37°50'00" W, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SW 36TH AVENUE ROAD (A 100 FOOT RIGHT OF WAY) A DISTANCE OF 92.92 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S 52°10'00" W, A DISTANCE OF 12.00 FEET; THENCE N 37° 50'00" W, A DISTANCE OF 25.00 FEET; THENCE N 52°10'00" E, A DISTANCE OF 12.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE S 37°50'00" E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 300 SQUARE FEET, MORE OR LESS.

1 OF 2

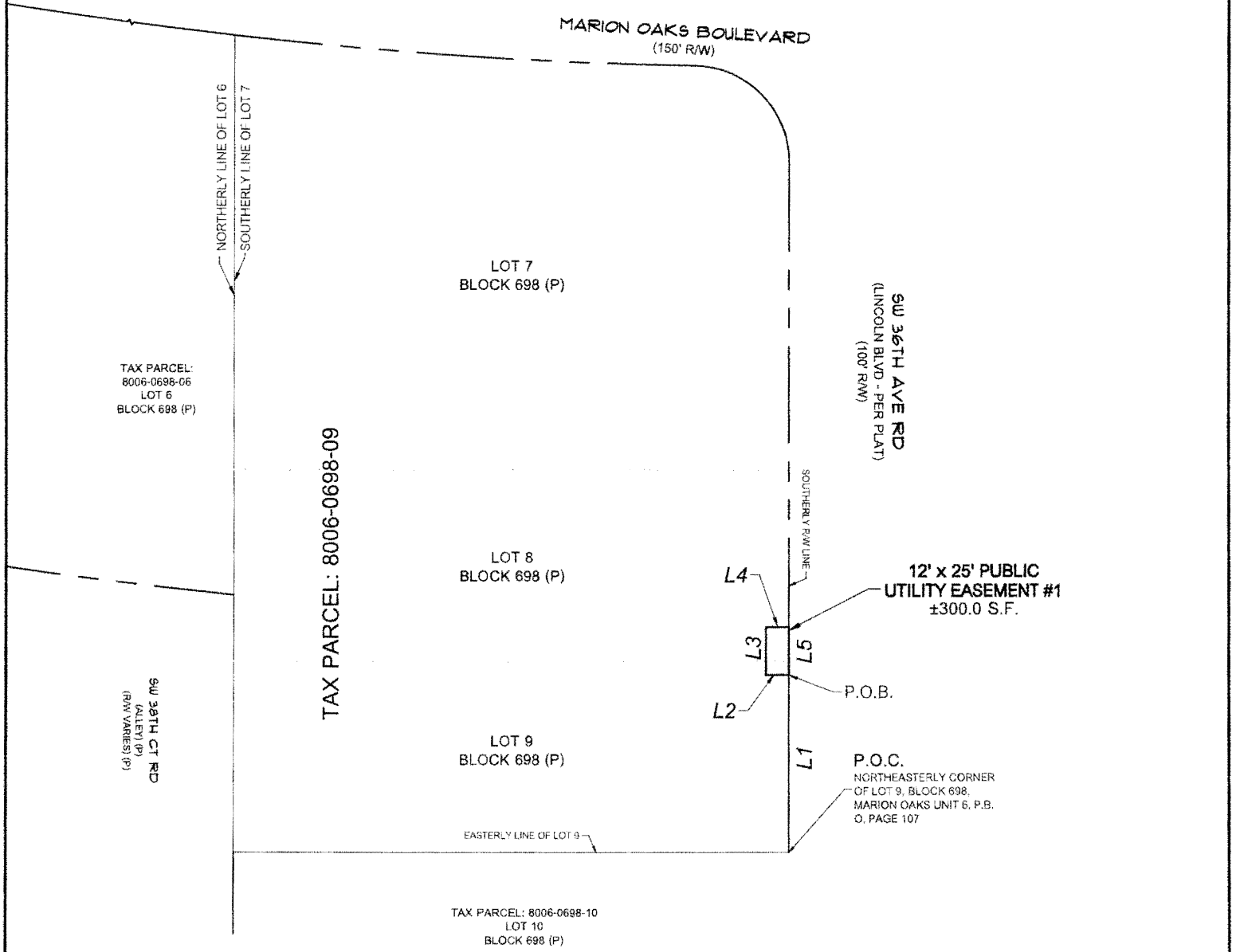
CERTIFICATE OF AUTHORIZATION NO. L.S. 5075  
NOT VALID WITHOUT THE ORIGINAL SIGNATURE  
AND SEAL OR ELECTRONIC DIGITAL SIGNATURE OF  
A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE:  
11/21/23  
TECHNICIAN:  
CNR  
CHECKED BY:  
CNR  
PROJECT NUMBER:  
22-0524.01



101 NE 1st Avenue  
Ocala, Florida 34470  
(352) 414-4621  
www.chw-inc.com  
est. 1988 **FLORIDA**  
CA-5075

**EXHIBIT "A" (continued)**  
**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
 SITUATED IN SECTION 26, TOWNSHIP 17 SOUTH, RANGE 21 EAST,  
 MARION COUNTY, FLORIDA

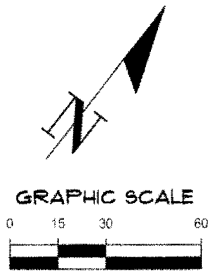


**LINE DATA TABLE**

| LINE | DIRECTION     | LENGTH |
|------|---------------|--------|
| L1   | N 37°50'00" W | 92.92' |
| L2   | S 52°10'00" W | 12.00' |
| L3   | N 37°50'00" W | 25.00' |
| L4   | N 52°10'00" E | 12.00' |
| L5   | S 37°50'00" E | 25.00' |

**LEGEND:**  
 P.B. = PLAT BOOK  
 S.F. = SQUARE FEET  
 P.C. = POINT OF CURVATURE  
 P.T. = POINT OF TANGENCY  
 P.C.C. = POINT OF COMPOUND CURVATURE  
 P.O.B. = POINT OF BEGINNING  
 RW = RIGHT OF WAY

**SURVEYOR'S NOTES:**  
 BEARINGS SHOWN HEREON ARE BASED ON A VALUE OF S 37°50'00" E OF THE NORTHERLY RIGHT OF WAY LINE OF SW 36TH AVE RD, PER PLAT.



SHEET NO. 2 OF 2

CERTIFICATE OF AUTHORIZATION NO. L.B. 5075  
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE: 11/21/23  
 TECHNICIAN: CNR  
 CHECKED BY: CNR  
 PROJECT NUMBER: 22-0524.01

SCALE: 1" = 60'  
 VERIFY SCALE BY MEASURING P.L. ON ORIGINAL DRAWING  
 IF NOT ONE HALF INCH OR MORE IN DIAMETER, ADJUST SCALE'S ACCORDINGLY

**CHW**  
 Professional Consultants

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 Ocala, Florida 34470  
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 CA-5075