

Return to:

Florida Governmental Utility Authority
c/o Accenture
9400 Southpark Center Loop, Suite 400
Orlando, FL 32819

UTILITY EASEMENT

THIS EASEMENT AGREEMENT ("**Easement**") effective as of the ____ day of _____, 2026, by **MARION COUNTY, FLORIDA**, a political subdivision of the state of Florida ("**Grantor**"), whose mailing address is 601 SE 25th Ave., Ocala, FL 34471, and the **FLORIDA GOVERNMENTAL UTILITY AUTHORITY**, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7)(g), Florida Statutes ("**Grantee**"), whose mailing address is 9400 Southpark Center Loop, Suite 400, Orlando, FL 32819.

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant and convey unto Grantee, and Grantee's heirs, successors and assigns a perpetual exclusive easement, license and privilege to enter upon that certain real property (the "**Easement Area**") legally described on **Exhibits "A" through "E"** attached hereto and incorporated herein, for the limited purpose, by Grantee and its contractors, agents, and employees, of constructing, maintaining, repairing, and operating water, wastewater, and irrigation utility facilities, water supply, treatment, storage and distribution facilities of every kind and description whatsoever, including, but not limited to pumps, plants, wells, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, equipment and property installations.

Grantee, by execution of the Easement, hereby agrees to: (i) permit no lien for labor, services or materials to attach to the Easement for work performed for, or at the direction of, or by anyone claiming by, through or under, Grantee, its successors and assigns, or their respective agents and employees; and (ii) defend, indemnify and hold Grantor, its successors and assigns, harmless from and against any and all claims, demands, actions, causes of action, liabilities, costs and expenses subject to the limitations on sovereign immunity set forth in Section 768.28, Florida Statutes (including without limitation reasonable attorneys' fees at trial and appellate levels) arising out of, or as a result of, the Grantee's (or its agents' or employees') acts or omissions in the exercise by Grantee of its rights hereunder. Grantor, by execution of the Easement, hereby agrees to (i) defend, indemnify and hold Grantee, its successors and assigns, harmless from and against any and all claims, demands, actions, causes of action, liabilities, costs and expenses subject to the limitations on sovereign immunity set forth in Section 768.28, Florida Statutes (including without limitation reasonable attorneys' fees at trial and appellate

levels) arising out of, or as a result of, the Grantor's (or its agents' or employees') acts or omissions; and (ii) amend this easement to provide for any requirements as may be requested by the Florida Department of Environmental Protection or other regulatory agency with relevant authority to permit Grantee's use of the Easement in the manner provided for in this Easement. In the event of litigation concerning the rights or obligations granted under this Easement, the prevailing party shall be entitled to be reimbursed its attorneys' fees and costs at trial and appellate levels, subject to the limitations set forth in Section 768.28, Florida Statutes. The easement rights granted hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Florida. The provisions of this Easement may be modified or amended only by the recording of an appropriate document in the Public Records, executed by Grantor and Grantee or their respective successors and assigns. Nothing contained in these easement provisions shall be deemed or construed, either by the parties hereto or by any third party, to create a relationship of principal and agent or to create any partnership, joint venture or other association between the parties. No delay or omission in the exercise of any right accruing upon any default shall impair such right or be construed to be waived thereof, and every such right may be exercised at any time during the continuance of such default. The easements granted hereunder shall be used by Grantee for no purpose other than as expressly set forth herein.

AND Grantor, for itself and its successors, hereby covenants with said Grantee and Grantee's successors and assigns that Grantor is lawfully seized of the Easement Area in fee simple; that Grantor has good, right and lawful authority to grant the easements described herein; that Grantor hereby fully warrants the title to Easement Area and will defend the same against the lawful claims of all persons whomsoever, excepting building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over Easement Area, and matters which would be reflected in a current survey of the Easement Area, and excepting easements, covenants, restrictions, reservations, rights-of-way, conditions, agreements, plats and limitations of record, none of which, to Grantor's actual knowledge, impair or restrict, in any material manner, the current use of the Easement Area or the grant by this easement of the Easement Area for Grantee's use as of the date of this Easement.

[Remainder of page left blank intentionally – Signatures on following page(s)]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed in their names, by their proper officers hereunto duly authorized, the day, month and year first above written.

MARION COUNTY, FLORIDA,
a political subdivision of the state,

Carl Zalak, III, Chairman

ATTEST:

Gregory C. Harrell,
Clerk of the Court

For use and Reliance of Marion County
only, Approved as to Form and Legal
Sufficiency:


County Attorney

WITNESS:

**FLORIDA GOVERNMENTAL UTILITY
AUTHORITY**

Print Name: _____

Print Name: _____

By: _____
Tamara Richardson, P.E.

ATTEST:

(Seal)

Secretary-Treasurer

STATE OF FLORIDA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2026 by means of physical presence, by Tamara Richardson, P.E, as Chair of the Florida Governmental Utility Authority, a public body and legal entity created by interlocal agreement pursuant to section 163.01(7)(g), Florida Statutes, on its behalf, who is ☐ personally know to me or ☐ has produced _____ as identification.

Notary Public
State of Florida

(Print, Type or Stamp Commissioned Name)

EXHIBIT "A"

COMMENCE AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA; THENCE S 00°23'29" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 661.29 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26; SAID CORNER ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE S 00°23'29" W, A DISTANCE OF 428.66 FEET; THENCE S 88°54'29" W DEPARTING THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 25.01 FEET; THENCE N 00°23'29" E PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26 AND 25.00 FEET WESTERLY THEREFROM, A DISTANCE OF 428.66 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE N 88°54'29" E ALONG SAID NORTH LINE, A DISTANCE OF 25.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

BEGIN AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA; THENCE S 00°23'29" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 661.29 FEET; THENCE S 88°54'29" W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 25.01 FEET; THENCE N 00°23'29" E PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26 AND 25.00 FEET WESTERLY THEREFROM, A DISTANCE OF 61.88 FEET; THENCE N 05°18'41" W 100.64 FEET; THENCE N 00°23'29" E PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 499.85 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE S 89°42'55" E ALONG SAID NORTH LINE, A DISTANCE OF 35.02 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

BEGIN AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 16 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA; THENCE N 01°31'40" W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 30.03 FEET; THENCE N 89°42'55" W DEPARTING SAID EAST LINE, A DISTANCE OF 35.02 FEET; THENCE S 01°31'40" E PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 AND 35.00 FEET WESTERLY THEREFROM, A DISTANCE OF 30.03 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4, THENCE S 89°42'55" E ALONG SAID SOUTH LINE, A DISTANCE OF 35.02 FEET TO THE POINT OF BEGINNING.

EXHIBIT "D"

BEGIN AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA; THENCE S 88°54'06" E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 692.44 FEET; THENCE N 01° 05' 54" E, A DISTANCE OF 30.00 FEET; THENCE N 88°54'06" W PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 AND 30 FEET NORTHERLY THEREFROM, A DISTANCE OF 693.82 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE S 01°31'40" E ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING.

EXHIBIT "E"

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA; THENCE S 88°54'06" E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 692.44 FEET TO THE POINT OF BEGINNING; THENCE N 01°05'54" E, A DISTANCE OF 30.00 FEET; THENCE S 88°54'06" E PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 AND 30 FEET NORTHERLY THEREFROM, A DISTANCE OF 412.70 FEET TO THE WESTERLY BOUNDARY OF THE CROSS-FLORIDA BARGE CANAL RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY, ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 1,112.50' AND CHORD OF S 40°53'14" E 40.36, A DISTANCE OF 40.36 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE N 88°54'06" W, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 439.70 FEET TO THE POINT OF BEGINNING.