

4Record and Return to:
Office of the County Engineer
ROW Acquisition
412 SE 25th Avenue
Ocala, Fl. 34471

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

Name of Project: CR 225A & HWY 27 INTERSECTION
Project Parcel #: 20-118-DE-1A
Parcel ID #: 13675-000-00 (a portion of)

PERMANENT DRAINAGE EASEMENT

THIS EASEMENT, made this _____ day of _____, 2021, by **AUSTIN INTERNATIONAL REALTY, LLC**, a Foreign Limited Liability Company, whose address is 95 Forest Avenue, Locust Valley, NY 11560 ("Grantor") to **Marion County**, a political subdivision of the state of Florida, whose address is 601 SE 25th Avenue, Ocala, Florida 34471-2626, its successors and assigns, ("Grantee") (Wherever used herein the terms "Grantor" and "Grantee" include all the heirs, legal representatives and assigns of such parties).

WITNESSETH

That Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, to the extent of its interest therein, hereby grants unto Grantee, its successors and assigns forever, a perpetual, non-exclusive drainage easement ("Easement") for the purposes of constructing, reconstructing, adding to, operating and maintaining flood control facilities over, under, across and through the following described land situated in Marion County, Florida, (the "Easement Area") to divert storm water run-off on same:

SEE ATTACHED EXHIBIT 'A'

Grantor may terminate this Easement Agreement on sixty (60) days' written notice if Grantee is not actively using or maintaining any of the improvements in the Easement Area. Not exceeding the limitations imposed by Section 768.28, Florida Statutes, in the event a claim or lawsuit is brought against Grantor relating to the Easement or the Easement Area, then Grantee agrees to save, defend, reimburse, indemnify and hold Grantor, its members, officers, and directors, harmless from any and all claims, demands, damages, liabilities, causes or actions, legal or administrative proceedings, judgments, interest, attorneys' fees, costs and expenses of whatsoever kind of nature, arising out of Grantee's failure to comply with its obligations set forth herein, as well as those arising from the negligence of Grantee or its agents, and those related to the occupancy and use by Grantee and its agents of the Easement Area. Termination of this Easement shall not release Grantee from its limited indemnity obligations under this paragraph if the alleged negligence or breach of Grantee occurs prior to the date of termination. GRANTOR acknowledges that GRANTEE is a governmental entity and the GRANTEE does not waive any sovereign immunity protections in Section 768.28, Florida Statutes.

By acceptance of this Easement Agreement, Grantee agrees that it shall maintain the Easement Area and improvements thereon, and that it shall cause all work, construction, and maintenance in, on or about the Easement Area to be done in a lien free manner, and in compliance with all applicable laws, codes and ordinances. Grantor shall not construct any aboveground improvements on this perpetual Easement Area.

To have and to hold the same unto said Grantee, its successors and assigns forever, and Grantor will defend the title to said land against all persons claiming by, through or under said Grantor.

Subject to covenants, restrictions, easements, limitations and reservations of record (if any)

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

Signed, sealed and delivered our presence as witnesses:

BY: [Signature]

Austin International Realty, LLC, a Foreign Limited Liability Company

[Signature]
(Witness No. 1 - Signature)

[Signature]
(Signature of Grantor)

IRENE H. MUNIK
(Witness No. 1 - Printed Name)

Terri Keogh
(Printed Name of Grantor)

[Signature]
(Witness No. 2 - Signature)

Manager
(Title of Grantor)

John L. Masker
(Witness No. 2 - Printed Name)

STATE OF New York
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of: physical presence or online notarization, this 7 day of September, 2021, by **Terri Keogh**, as **Manager of Austin International Realty, LLC, a Foreign limited liability company**, who is personally known to me or who has produced _____ as identification; and who acknowledged that he/she executed this Permanent Drainage Easement freely and voluntarily for the purposes therein expressed.

JESSICA A. VALEO
Notary Public, State of New York
No. 01VA6214534
Qualified in Nassau County
Commission Expires December 7, 2021

Jessica A. Valeo
NOTARY PUBLIC, State of New York
My Commission Expires: 12-7-2021
My Commissioner No: 01VA6214534

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

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

GREGORY C. HARRELL,
CLERK OF THE COURT

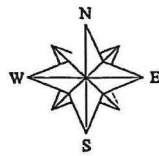
JEFF GOLD,
CHAIRMAN

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

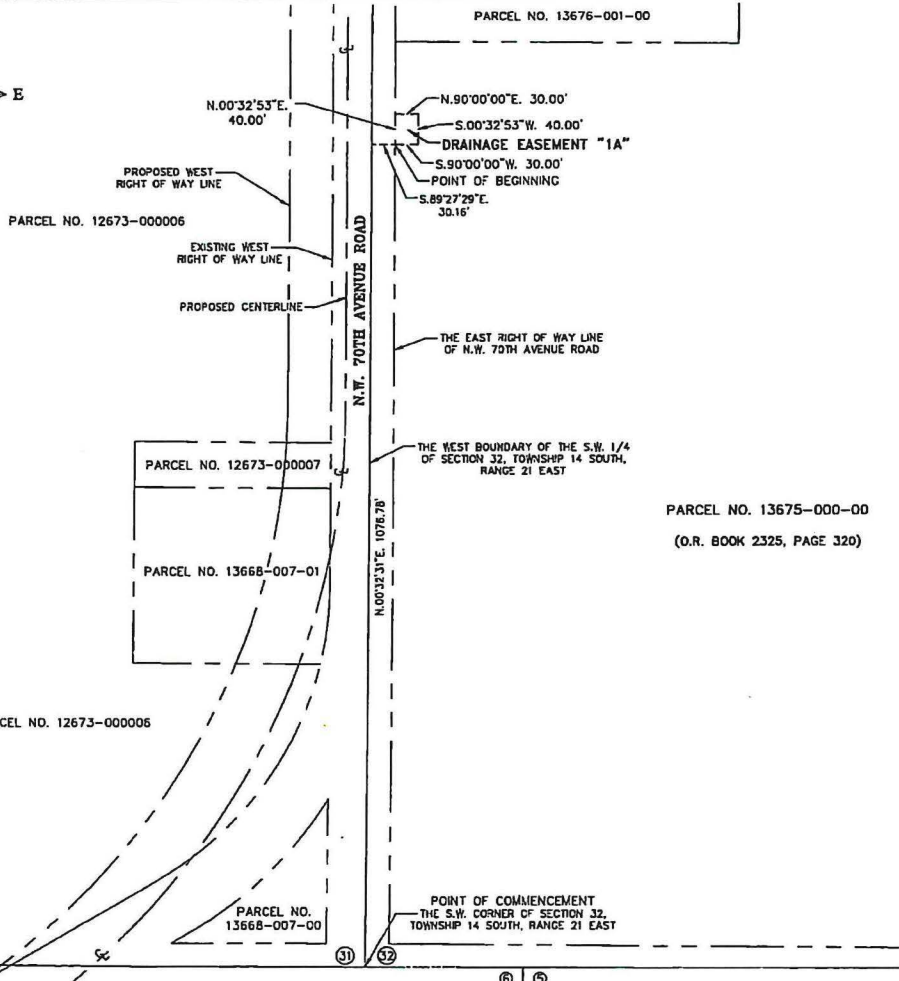


ELIZABETH ALT,
SENIOR ASSISTANT COUNTY ATTORNEY

SKETCH OF DESCRIPTION
FOR:
MARION COUNTY



1" = 150'



DESCRIPTION: (DRAINAGE EASEMENT 1A)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2325, PAGE 320, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SECTION 32, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N.00°32'31"E., ALONG THE WEST BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 32, A DISTANCE OF 1076.78 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°27'29"E., A DISTANCE OF 30.16 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. 70TH AVENUE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE N.00°32'53"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, N.90°00'00"E., A DISTANCE OF 30.00 FEET; THENCE S.00°32'53"W., PARALLEL WITH AND 30.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE S.90°00'00"W., A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 0.03 ACRES / 1200.05 SQUARE FEET MORE OR LESS)

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA WEST ZONE), NAD-83 (1990 ADJUSTMENT).
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.

LEGEND

- O.R. = OFFICIAL RECORDS
- R/W = RIGHT OF WAY LINE
- C = PROPOSED CENTERLINE
- D.E. = DRAINAGE EASEMENT
- T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
- 32 = SECTION NUMBER
- ↗ = BROKEN LINE; NOT DRAWN TO SCALE

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.

4/20/21
DATE

GLEN H. PREECE, JR., P.S.M. - LS 5427



STATE CERTIFIED SDVBE

NOTE: THIS IS NOT A SURVEY



PREECE
LAND SURVEYING, Inc.

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: OCTOBER 6, 2020

DRAWN:	C.H.P.	REVISIONS	BY	DATE
CHECKED:	G.H.P.			
F.B./PG.	N/A			
FILE INFO:				
N.W. BOTH AVENUE				
SCALE: 1" = 150'	COPYRIGHT © 2021	JOB ORDER # 20-118 - D.E. 1A		

EXHIBIT "A"