

Record and Return to:  
Office of the County Engineer  
ROW Acquisition  
412 S 25<sup>th</sup> Avenue  
Ocala, Fl. 34471

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

Name of Project: SW 49<sup>th</sup> Ave -- Phase 1  
Project Parcel #: \_\_\_\_\_  
Parcel ID #: 2390+006-000

## PERMANENT DRAINAGE EASEMENT

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**THIS EASEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **HP Ocala 40th Avenue, LLC**, a Florida limited liability company, whose address is 101 S. New York Ave., Suite 211, Winter Park, FL 32789 ("Grantor") to **Marion County**, a political subdivision of the state of Florida, whose address is 601 SE 25<sup>th</sup> 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, hereby grants unto Grantee, its successors and assigns forever, a perpetual, non-exclusive drainage easement for the purposes of constructing, reconstructing, adding to, operating, repair and maintaining drainage of surface and storm water flood control facilities over, under, across and through the following described land situated in Marion County, Florida, to divert storm water run-off on same:

### SEE ATTACHED EXHIBIT 'A'

SUBJECT TO covenants, restrictions, easements, limitations and reservations of record (if any) Grantee and Grantor shall not construct any aboveground improvements on this perpetual easement, provided, however, that nothing herein shall be construed to prevent Grantor from planting or maintaining trees, shrubbery or other plants in such area. In the event that Grantee constructs or installs (or removes) any improvements in such easement area or otherwise alters such area, Grantee shall promptly thereafter restore the property to the condition in which it existed prior to such construction, installation, removal or alteration. In addition, each Party agrees to indemnify, defend and hold harmless the other, 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 the easement, 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 (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the easement

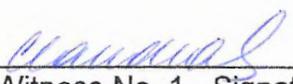
by such Party, its officers, board members, agents, representatives or employees. This easement shall not be construed in any way to alter Grantee's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort, contract or otherwise. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require Grantee to indemnify or insure Grantor for Grantor's negligence.

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.

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

Signed, sealed and delivered in the presence of:

**Grantor:**

  
(Witness No. 1 - Signature)

**HP Ocala 40th Avenue, LLC**, a Florida limited liability company

CLAUDIA ASPIROZ  
(Witness No. 1 - Printed Name)

By:   
Steven Campisi, its Manager

Address: 101 S NEW YORK AVE  
SUITE 211, WINTER PARK, FL 32789

  
(Witness No. 2 - Signature)

Michelle Jarae  
(Witness No. 2 - Printed Name)

Address: 101 S New York Ave, Unit 211  
Winter Park, FL 32789

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of:  physical presence or  online notarization, this 8 day of October, 2024, by Steven Campisi, as Manager of HP Ocala 40th Avenue, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me; and who acknowledged that he executed this Document freely and voluntarily for the purposes therein expressed.

  
NOTARY PUBLIC, State of Florida

My Commission Expires: 10/17/2026  
My Commissioner No: HH 322924



**GRANTEE:**

**Marion County**, a political subdivision of the State of Florida

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
(Deputy) Clerk

By: \_\_\_\_\_  
Kathy Bryant, Chairman  
Board of County Commissioners

(Seal)

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of:  physical presence or  online notarization, this \_\_\_\_\_ day of May, 2024, by \_\_\_\_\_, as Chairman of the Board of County Commissioners of Marion County, Florida, who is personally known to me; and who acknowledged that he executed this Document freely and voluntarily for the purposes therein expressed.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commissioner No: \_\_\_\_\_

EXHIBIT A

DESCRIPTION OF EASEMENT AREA

Area 1:

A PORTION OF TRACT F AND A PORTION OF LOT 16 EXECUTIVE PARK AS RECORDED IN PLAT BOOK T, PAGE 11 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N.E. CORNER OF SAID TRACT F; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT F, N.89°36'15"W., A DISTANCE OF 30.07 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID NORTH BOUNDARY, S.00°02'35"W., A DISTANCE OF 19.12 FEET; THENCE N.89°55'04"W., A DISTANCE OF 24.00 FEET; THENCE N.00°02'35"E., A DISTANCE OF 78.17 FEET; THENCE S.89°55'04"E., A DISTANCE OF 24.00 FEET; THENCE S.00°02'35"W., A DISTANCE OF 59.05 FEET TO THE POINT OF BEGINNING.

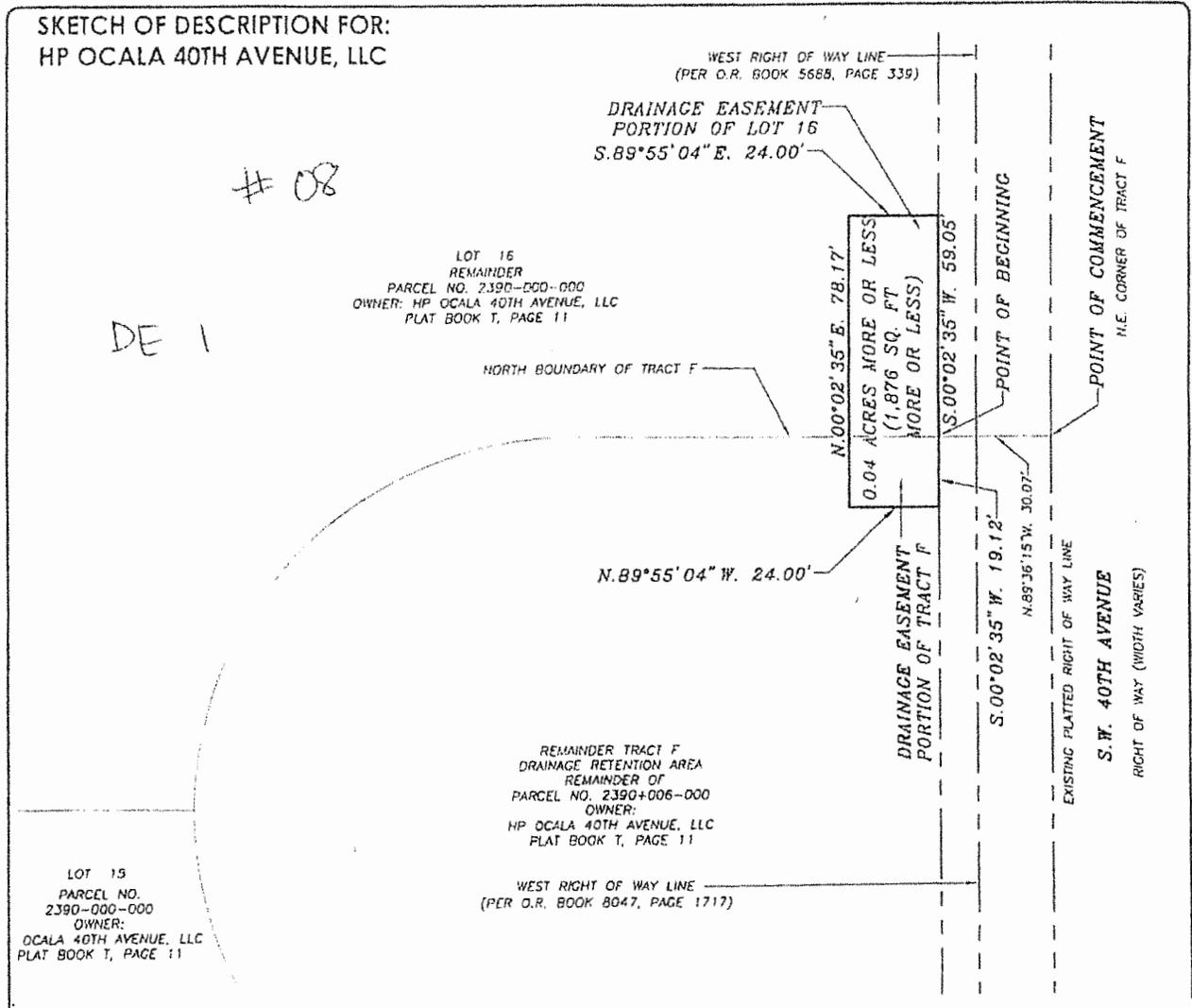
TOGETHER WITH:

Area 2:

A PORTION OF TRACT F EXECUTIVE PARK AS RECORDED IN PLAT BOOK T, PAGE 11 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID TRACT F; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT F, N.89°38'09"W., A DISTANCE OF 30.15 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°02'35"E., A DISTANCE OF 12.84 FEET TO THE POINT OF BEGINNING. THENCE N.89°55'04"W., A DISTANCE OF 24.00 FEET; THENCE N.00°02'35"E., A DISTANCE OF 131.81 FEET; THENCE S.89°42'55"E., A DISTANCE OF 24.00 FEET; THENCE S.00°02'35"W., A DISTANCE OF 131.73 FEET TO THE POINT OF BEGINNING.

Sketch of Description of Area 1



## Sketch of Description of Area 2

