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RECORD \$ \_\_\_\_\_

Prepared By Steven H. Gray, Esq.  
GRAY, ACKERMAN & HAINES, P.A.  
125 NE 1<sup>st</sup> Avenue, Suite 1  
Ocala, FL 34470



RECORDING FEES 103.50

DEED DOC TAX 0.70

Return To:  
Marcia D. Allen  
City of Ocala Engineering/Real Estate Division  
P. O. Box 1270  
Ocala, Florida 3447-1270

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-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**GRANT OF DRAINAGE, STORAGE AND INGRESS AND EGRESS EASEMENTS**

**THIS INDENTURE**, made this 11 day of November, 2009, by **BAYI, LLC**, a Florida limited liability company, whose address is 1720 S.E. 16<sup>th</sup> Avenue, Building 200, Ocala, Florida 34471 hereinafter called the **GRANTOR**, and the City of Ocala, a Florida municipal corporation, whose address is P.O. Box 1270, Ocala, Florida 34478-1270, hereinafter called the **GRANTEE**.

**WITNESSETH**, that Grantor, for and in consideration of the sum of ten 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 the Grantee, its successors or assigns forever, a non-exclusive, perpetual (subject to relocation as set forth herein) easement for the construction, operation and maintenance of a water and stormwater drainage system to be constructed by Grantee, and related appurtenances including, without limitation, open ditches, swales, underground stormwater pipes, underground and aboveground drainage structures, drainage retention ponds, and grading and appurtenances for such improvements (all of which items are to be located in the Easement Area defined below, and are collectively referred to as the "Facilities") and for access thereafter to the Facilities upon, over, under, across and on the following described land (collectively the "Easement Area") situate, lying and being in Marion County, Florida:

**SEE ATTACHED EXHIBIT "A"**

The easement rights granted to Grantee 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; (c) 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; (d) a perpetual, non-exclusive right, privilege and easement upon, over, under, in and across the Easement Area for the purpose of accumulation, drainage, stormwater management, discharge, transmission.

flowage, passage and storage of water and stormwater runoff from the adjacent right-of-way of NW 44<sup>th</sup> Avenue, a public road facility owned and operated by Grantee (the "*Grantee Parcel*"); (e) 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 the easement rights for the purposes described above. No buildings, structures, or obstacles shall be located, constructed, excavated or created within the Easement Area which would unreasonably interfere with the Grantee's easement rights granted hereby.

The easement rights granted to Grantee herein shall be subject to the terms and provisions of the Easement Conditions which are listed on attached Exhibit "B", and are incorporated herein for all purposes.

Grantor does hereby fully warrant its title to the Easement Area, and title to the easement rights granted hereunder, and will defend the same against the lawful claims of all persons whosoever.

**SPACE LEFT BLANK INTENTIONALLY**

IN WITNESS WHEREOF, BAYI, LLC has executed this Grant of Drainage, Storage and Ingress and Egress Easements effective this 11 day of November, 2009.

**GRANTOR:**

Signed, sealed and delivered in our presence as witnesses:

**BAYI, LLC, a Florida limited liability company**

LARRY E. YOUNG  
Witness

By: [Signature]  
Name: Roy T. Boyd, III  
Title: Manager

Larry E. Young  
Printed Name

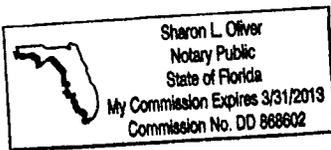
Sharon L. Oliver  
Witness

Sharon L. Oliver  
Printed Name

**STATE OF FLORIDA  
COUNTY OF MARION**

The foregoing Grant of Drainage, Storage and Ingress and Egress Easements was acknowledged before me by Roy T. Boyd, III. as the Manager of BAYI, LLC who is:

- Personally known by me. OR
- Produced a driver's license as identification.



Sharon L. Oliver  
Print Name: Sharon L. Oliver  
Notary Public, State of Florida  
Commission Number DD868602  
Commission expires 3-31-2013

**EXHIBIT "A"**

**Legal Description for Temporary Drainage Retention Area ( DRA 1):**

COMMENCING AT THE NORTHEAST CORNER OF THE NW ¼ OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE N.89°44'44"W. ALONG THE NORTH BOUNDARY OF THE NE ¼ OF THE NW ¼ OF SAID SECTION 10, A DISTANCE OF 165.94 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF PROPOSED NW 44<sup>TH</sup> AVENUE (100 FEET WIDE); THENCE DEPARTING FROM SAID NORTH BOUNDARY S.08°02'44"E. ALONG SAID WEST RIGHT OF WAY LINE 377.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 905.00 FEET; THENCE SOUTHERLY ALONG AND WITH THE ARC OF SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 08°31'23", AN ARC DISTANCE OF 134.62 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.03°47'03"E. 134.50 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE S.00°28'39"W. 287.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.00°28'39"W. ALONG SAID WEST RIGHT OF WAY LINE 31.64 FEET; THENCE DEPARTING FROM SAID WEST RIGHT OF WAY LINE N.70°59'48"W. 379.68 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 580.00 FEET; THENCE SOUTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°43'15", AN ARC DISTANCE OF 138.89 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.27°20'45"W. 138.56 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°34'15", AN ARC DISTANCE OF 73.80 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.76°29'30"W. 67.28 FEET TO THE POINT OF TANGENCY; THENCE N.61°13'23"W. 187.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°36'08", AN ARC DISTANCE OF 58.12 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N.27°55'19"W. 54.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 710.00 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°04'42", AN ARC DISTANCE OF 62.93 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N.02°50'24"E. 62.91 FEET TO THE POINT OF TANGENCY; THENCE N.00°18'03"E. 83.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°03'08", AN ARC DISTANCE OF 23.15 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N.26°13'31"W. 22.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°05'40", AN ARC DISTANCE OF 46.33 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N.26°12'15"W. 44.69 FEET TO THE POINT OF TANGENCY; THENCE N.00°20'36"E. 140.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 45.00 FEET; THENCE NORTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 114°21'03", AN ARC DISTANCE OF 89.81 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N.57°31'07"E. 75.63 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 190.00 FEET; THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°21'49", AN ARC DISTANCE OF 34.37 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.54°30'51"E. 34.32 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 210.00 FEET; THENCE EASTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°30'57", AN ARC DISTANCE OF 225.47 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.80°05'24"E. 214.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°48'08", AN ARC

DISTANCE OF 89.71 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.59°26'48"E. 78.15 FEET TO THE POINT OF TANGENCY; THENCE S.08°02'44"E. 4.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 580.00 FEET; THENCE SOUTHERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°34'01", AN ARC DISTANCE OF 258.81 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.04°44'16"W. 256.67 FEET; THENCE ON A NONTANGENT LINE S.70°59'48"E 369.63 FEET TO THE POINT OF BEGINNING.

**Legal Description for Temporary Drainage Retention Area ( DRA 2):**

COMMENCING AT THE NORTHEAST CORNER OF THE NW ¼ OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE N.89°44'44"W. ALONG THE NORTH BOUNDARY OF THE NE ¼ OF THE NW ¼ OF SAID SECTION 10, A DISTANCE OF 165.94 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF PROPOSED NW 44<sup>TH</sup> AVENUE (100 FEET WIDE); THENCE DEPARTING FROM SAID NORTH BOUNDARY S.08°02'44"E. ALONG SAID WEST RIGHT OF WAY LINE 377.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 905.00 FEET; THENCE SOUTHERLY ALONG AND WITH THE ARC OF SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 08°31'23", AN ARC DISTANCE OF 134.62 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.03°47'03"E. 134.50 FEET TO THE POINT OF TANGENCY; THENCE S.00°28'39"W. ALONG SAID WEST RIGHT OF WAY LINE 1585.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 905.00 FEET; THENCE SOUTHWESTERLY ALONG AND WITH THE ARC OF SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 38°39'29", AN ARC DISTANCE OF 610.61 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.19°48'23"W. 599.09 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 905.00 FEET; THENCE CONTINUE SOUTHERLY ALONG AND WITH THE ARC OF SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 02°34'15", AN ARC DISTANCE OF 40.16 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.40°25'15"W. 40.60 FEET; THENCE DEPARTING FROM SAID WEST RIGHT OF WAY LINE N.39°41'52"W. 326.12 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 190.00 FEET; THENCE WESTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°19'25", AN ARC DISTANCE OF 83.98 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.68°49'18"W. 83.29 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 75.00 FEET; THENCE WESTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°34'00", AN ARC DISTANCE OF 29.54 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N.87°14'00"W. 29.35 FEET; THENCE ON A NON-TANGENT LINE S.29°23'09"W. 326.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 205.00 FEET; THENCE SOUTHERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°27'15". AN ARC DISTANCE OF 198.41 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.01°39'31"W. 190.76 FEET TO THE POINT OF TANGENCY; THENCE S.26°04'33"E. 78.98 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S.57°38'33"W. ALONG SAID WEST RIGHT OF WAY LINE 40.24 FEET; THENCE DEPARTING FROM SAID WEST RIGHT OF WAY LINE N.26°04'33"W. 83.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 245.00 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°27'17", AN ARC DISTANCE OF 237.13 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N.01°39'30"E. 227.98 FEET TO THE POINT OF TANGENCY; THENCE N.29°23'09"E. 326.73 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 75.00 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°53'51", AN ARC DISTANCE OF 53.53 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N.24°34'08"W. 52.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 860.00 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°28'00", AN ARC DISTANCE OF 322.21 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N.14°51'13"W. 320.33 FEET TO THE POINT OF REVERSE CURVATURE OF

A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 75.00 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 115°39'40", AN ARC DISTANCE OF 151.40 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N.32°14'37"E. 126.97 FEET TO THE POINT OF TANGENCY; THENCE S.89°55'33"E. 235.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°24'12", AN ARC DISTANCE OF 118.34 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.44°43'27"E. 106.44 FEET TO THE POINT OF TANGENCY; THENCE S.00°28'39"W. 33.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°39'48", AN ARC DISTANCE OF 289.69 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.14°18'33"W. 286.88 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 190.00 FEET; THENCE SOUTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°56'04", AN ARC DISTANCE OF 52.84 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.36°06'29"W. 52.67 FEET; THENCE ON A NON-TANGENT LINE S.39°41'52"E. 319.28 FEET TO THE POINT OF BEGINNING.

**Temporary 15' Access Easement (NORTH):**

COMMENCING AT THE NORTHEAST CORNER OF THE NW ¼ OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE N.89°44'44"W. ALONG THE NORTH BOUNDARY OF THE NE ¼ OF THE NW ¼ OF SAID SECTION 10, A DISTANCE OF 165.94 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF PROPOSED NW 44<sup>TH</sup> AVENUE (100 FEET WIDE); THENCE DEPARTING FROM SAID NORTH BOUNDARY S.08°02'44"E. ALONG SAID WEST RIGHT OF WAY LINE 117.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.08°02'44"E. ALONG SAID WEST RIGHT OF WAY LINE 15.00 FEET; THENCE DEPARTING FROM SAID WEST RIGHT OF WAY LINE S.81°57'16"W. 117.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 167.50 FEET; THENCE SOUTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°38'20", AN ARC DISTANCE OF 130.50 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.59°38'06"W. 127.22 FEET TO THE POINT OF TANGENCY; THENCE S37°18'56"W. 97.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 182.50 FEET; THENCE SOUTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°19'45", AN ARC DISTANCE OF 160.31 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.62°28'49"W. 155.21 FEET; THENCE ON A NON-TANGENT LINE S.00°00'00"E. 27.52 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 210.00 FEET; THENCE WESTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°05'36", AN ARC DISTANCE OF 15.00 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.90°00'00"W. 15.00 FEET; THENCE ON A NON-TANGENT LINE N.00°00'00"E. 42.53 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 167.50 FEET; THENCE NORTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°15'03", AN ARC DISTANCE OF 161.52 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N.64°56'28"E. 155.34 FEET TO THE POINT OF TANGENCY; THENCE N.37°18'56"E. 97.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 182.50 FEET; THENCE NORTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°38'20", AN ARC DISTANCE OF 142.18 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N.59°38'06"E. 138.62 FEET TO THE POINT OF TANGENCY; THENCE N.81°57'16"E. 117.47 FEET TO THE POINT OF BEGINNING.

**Temporary 15' Access Easement (SOUTH):**

COMMENCING AT THE NORTHEAST CORNER OF THE NW ¼ OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE N.89°44'44"W. ALONG THE NORTH BOUNDARY OF THE NE ¼ OF THE NW ¼ OF SAID SECTION 10, A DISTANCE OF 165.94 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF PROPOSED NW 44<sup>TH</sup> AVENUE (100 FEET WIDE); THENCE DEPARTING FROM SAID NORTH BOUNDARY S.08°02'44"E. ALONG SAID WEST RIGHT OF WAY LINE 377.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 905.00 FEET; THENCE SOUTHERLY ALONG AND WITH THE ARC OF SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 08°31'23", AN ARC DISTANCE OF 134.62 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.03°47'03"E. 134.50 FEET TO THE POINT OF TANGENCY; THENCE S.00°28'39"W. ALONG SAID WEST RIGHT OF WAY LINE 1585.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 905.00 FEET; THENCE SOUTHWESTERLY ALONG AND WITH THE ARC OF SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 57°09'55", AN ARC DISTANCE OF 902.94 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.29°03'36"W. 865.95 FEET TO THE POINT OF TANGENCY; THENCE S.57°38'33"W. ALONG SAID WEST RIGHT OF WAY LINE 231.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.57°38'33"W. ALONG SAID WEST RIGHT OF WAY LINE 15.00 FEET; THENCE DEPARTING FROM SAID WEST RIGHT OF WAY LINE N.32°20'52"W. 56.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 392.26 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°22'09", AN ARC DISTANCE OF 112.07 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N.40°31'56"W. 111.69 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 205.00 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°56'19", AN ARC DISTANCE OF 103.54 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N.14°54'59"E. 102.44 FEET TO THE POINT OF TANGENCY; THENCE N.29°23'09"E. 326.64 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 75.00 FEET; THENCE EASTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°20'26", AN ARC DISTANCE OF 16.15 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.82°07'12"E. 16.12 FEET; THENCE ON A NON-TANGENT LINE S.29°23'09"W. 332.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 190.00 FEET; THENCE SOUTHERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°55'33", AN ARC DISTANCE OF 89.29 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.15°55'22"W. 88.47 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 407.26 FEET; THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°22'28", AN ARC DISTANCE OF 109.28 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.40°02'06"E. 108.95 FEET TO THE POINT OF TANGENCY; THENCE S.32°20'52"E. 56.56 FEET TO THE POINT OF BEGINNING.

Project: NW 44 Avenue

ORIG: 04/14/2014 10:00 AM  
PROJECT: 10/06

1. THE PROPOSED DRAINAGE SYSTEM SHALL BE DESIGNED TO MAINTAIN THE EXISTING GROUND SURFACE GRADES AND TO PREVENT ANY UNDESIRABLE EROSION OR SOIL LOSS.

2. THE DRAINAGE SYSTEM SHALL BE DESIGNED TO MAINTAIN THE EXISTING GROUND SURFACE GRADES AND TO PREVENT ANY UNDESIRABLE EROSION OR SOIL LOSS.

3. THE DRAINAGE SYSTEM SHALL BE DESIGNED TO MAINTAIN THE EXISTING GROUND SURFACE GRADES AND TO PREVENT ANY UNDESIRABLE EROSION OR SOIL LOSS.

4. THE DRAINAGE SYSTEM SHALL BE DESIGNED TO MAINTAIN THE EXISTING GROUND SURFACE GRADES AND TO PREVENT ANY UNDESIRABLE EROSION OR SOIL LOSS.

5. THE DRAINAGE SYSTEM SHALL BE DESIGNED TO MAINTAIN THE EXISTING GROUND SURFACE GRADES AND TO PREVENT ANY UNDESIRABLE EROSION OR SOIL LOSS.

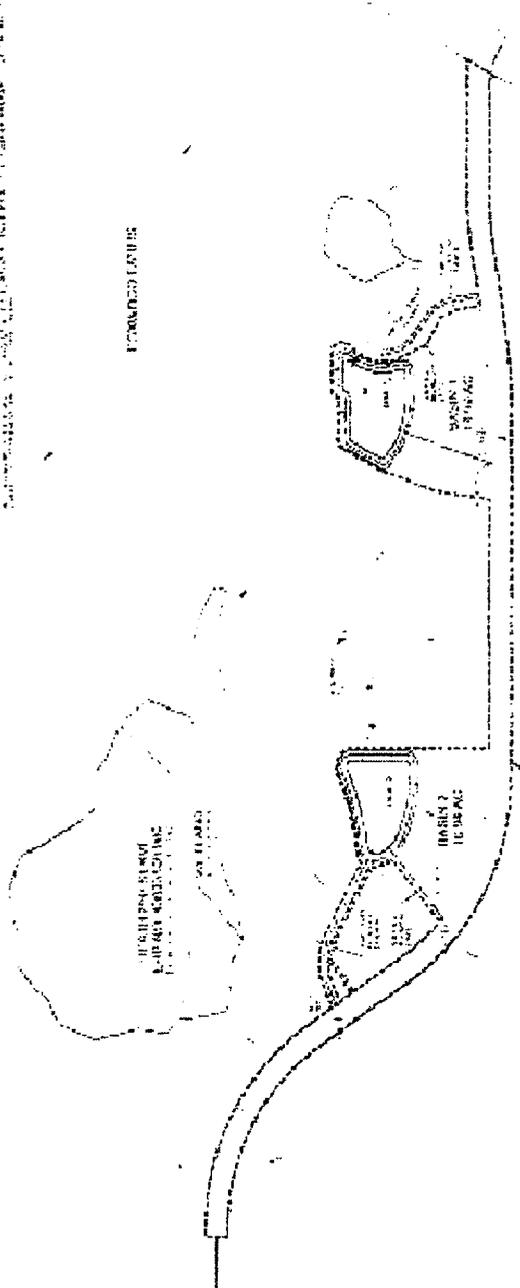
6. THE DRAINAGE SYSTEM SHALL BE DESIGNED TO MAINTAIN THE EXISTING GROUND SURFACE GRADES AND TO PREVENT ANY UNDESIRABLE EROSION OR SOIL LOSS.

7. THE DRAINAGE SYSTEM SHALL BE DESIGNED TO MAINTAIN THE EXISTING GROUND SURFACE GRADES AND TO PREVENT ANY UNDESIRABLE EROSION OR SOIL LOSS.

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9. THE DRAINAGE SYSTEM SHALL BE DESIGNED TO MAINTAIN THE EXISTING GROUND SURFACE GRADES AND TO PREVENT ANY UNDESIRABLE EROSION OR SOIL LOSS.

10. THE DRAINAGE SYSTEM SHALL BE DESIGNED TO MAINTAIN THE EXISTING GROUND SURFACE GRADES AND TO PREVENT ANY UNDESIRABLE EROSION OR SOIL LOSS.



NOT A PROFESSIONAL ENGINEER  
AN UNLICENSED ARCHITECT

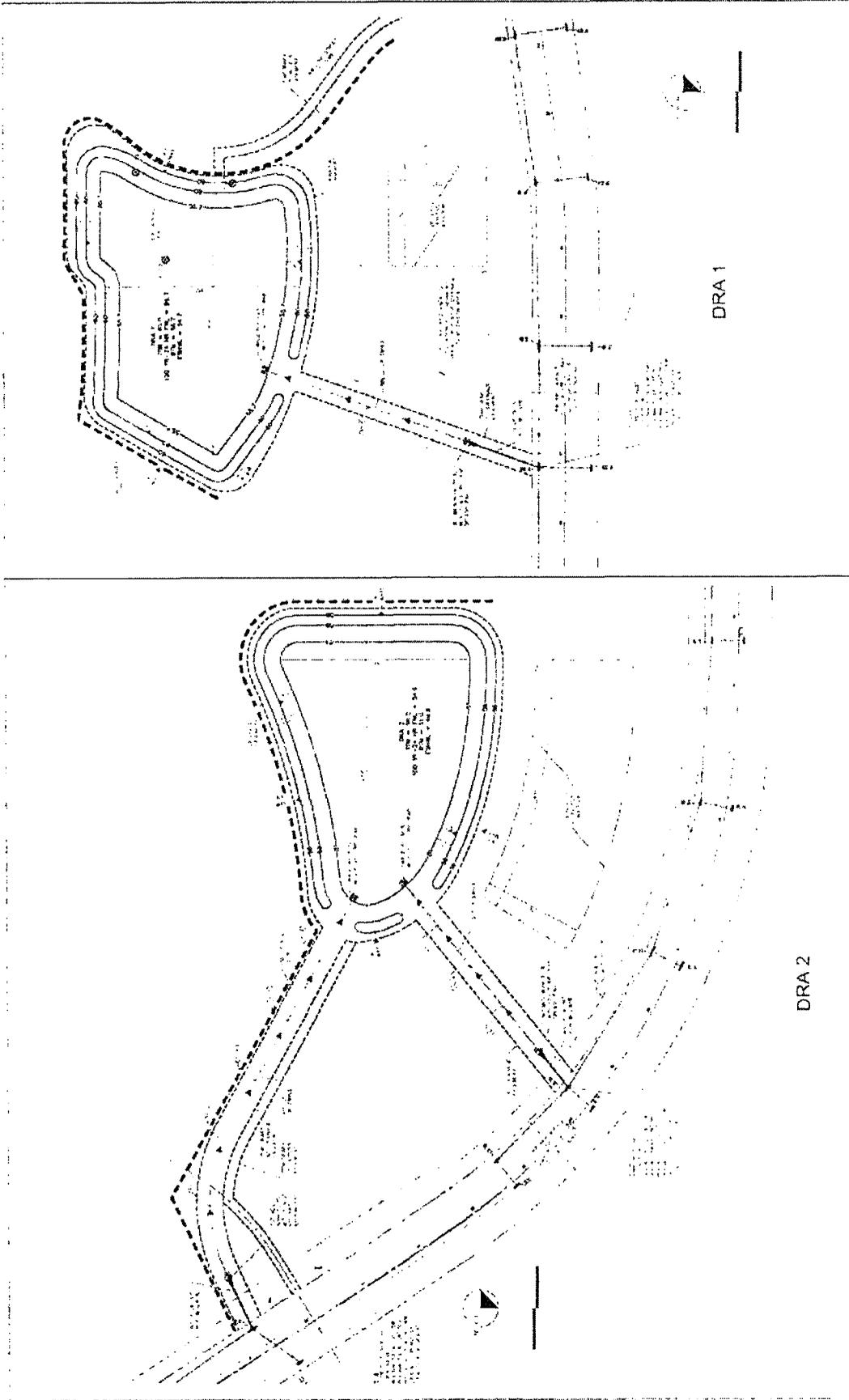


STATE RIGHT-OF-WAY  
10/06/14

Y:\shg\FILES\Bay 1, LLC #05-2552\Road Grant Project\Grant of Drain, Storage & Ingress-Egress Easements\Drainage Ingress Egress Easement for BAY 1 LLC (9-14-09).wpd  
08/15/08/1/gm Printed October 27, 2009

Disc 8 of 9

Project: NW 44 Avenue



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POND CONSTRUCTION PLAN

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**EXHIBIT "B"**

**SPECIAL CONDITIONS TO GRANT OF DRAINAGE, STORAGE AND INGRESS AND  
EGRESS EASEMENTS FROM BAYI, LLC TO CITY OF OCALA  
[NW 44<sup>TH</sup> AVENUE PROJECT]**

GRANTOR and GRANTEE agree that by the execution, receipt and recordation of this Grant of Easements in the Public Records of Marion County, Florida, the Grant of Easements shall be subject to the following Special Conditions:

- 1     **Perpetual: Appurtenant to Ownership.** Subject to the provisions of Paragraph 5 below, the Grant of easements and rights to Grantee contained herein shall be perpetual and appurtenant to, and with the title to, the Grantee Parcel, and shall be binding upon and inure to the benefit of the Parties here and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of the Easement Area or the Grantee Parcel, and all persons claiming under them.
  
- 2     **District Compliance & Enforcement.** The design, construction and operation of the Facilities shall fully comply with all of the applicable rules and regulations of the Southwest Florida Water Management District, an agency of the State of Florida ("*District*"). District shall have the right to enforce, by proceedings at law or equity, the provisions of this Grant of Easements which relate to the maintenance, operation or repair of the Facilities located on the Easement Area. The quantity and sources of water and stormwater runoff which shall be managed, transmitted or stored in the Facilities under the provisions of this Grant of Easements shall be those described in District Permit Nos. 44033109.02 issued \_\_\_\_\_ and 44033109.003 issued \_\_\_\_\_ (collectively the "*District Permits*").
  
- 3     **Construction.** The Grantee shall be solely responsible for all costs incurred with respect to the design, permitting and construction of the Facilities, which shall be constructed in accordance with the provisions of the District Permits, the District's regulations, and any amendments or modifications thereof. Any repair or reconstruction of the Facilities on the Easement Area shall be as permitted, or if modified as approved, by the District.
  
- 4     **Maintenance.** The Grantee shall be solely liable for the maintenance, repair and management of the Facilities constructed on the Easement Area, in accordance with the provisions of the Permit issued by the District, the District's regulations, and any amendments or modifications thereof.
  
- 5     **Right to Relocate; Replacement Facilities.** Grantee acknowledges that the Easement Area is included within the boundaries of a larger parcel of property owned by Grantor (the "*Parent Tract*"), which Grantor plans to develop at a future date. Subject to the requirement that such actions must be approved by: Grantee (which approval shall not be unreasonably

withheld); the District: the United States of America and departments or agencies thereof pursuant to applicable laws and regulations including, without limitation, 13 C.F.R. Part 314 (collectively the "USA"); and any other applicable governmental authorities, Grantor expressly retains the right to re-permit, redesign, reconstruct, expand or relocate the Facilities at the time of Grantor's development of the Parent Tract, which rights of Grantor shall be subject to the following provisions:

- 5.1 Grantor shall be solely responsible for all costs incurred in procuring modification of any existing Permit or Permits for the Facilities issued by a governmental agency (consent to which will not be unreasonably withheld by Grantee), and all costs for the design, permitting and reconstruction of any modified or replacement Facilities (collectively the "*Replacement Facilities*"). The Replacement Facilities shall provide Grantee the same discharge, transmission and storage capacities for water and stormwater runoff from the Grantee Parcel as exist in Facilities which have been constructed by City under the terms of this Grant of Easements.
- 5.2 The Replacement Facilities may be designed to include shared stormwater transmission, discharge and retention capacity for the benefit of Grantee (as the owner of the Grantee Parcel) and Grantor (as the owner of the Parent Tract). In this event Grantor and Grantee shall enter into an Agreement under which they will share costs of maintenance and repairs of the Replacement Facilities based upon their respective pro-rata shares of the usage of the total permitted and constructed stormwater capacity of the shared Replacement Facilities.
- 5.3 Upon the completion of construction of Replacement Facilities which are compliant with the terms of these Conditions, and conveyance to Grantee of unencumbered title to easements in and to the Replacement Facilities in form and substance reasonably satisfactory to Grantee, Grantee shall terminate the easement rights granted herein.
- 5.4 Grantor shall, with respect to the construction of Replacement Facilities, perform all other actions required by the District and all other applicable governmental authorities (including by not limited to the USA) with respect to modification of the Facilities, construction of Replacement Facilities, and related activities.

6 **Grantee Construction Obligations.** During the period of the construction of the Facilities Grantee shall have an additional temporary construction easement over any contiguous real property owned by Grantor located with twenty-five feet (25') of the outer boundaries of the Easement Area, which temporary construction easement shall automatically terminate upon the completion of the construction of Grantee's Facilities. Upon the termination of the temporary construction easement pursuant to the terms of this Paragraph City shall execute and deliver to Grantee a release of City's temporary construction easement rights established pursuant to the terms of this Paragraph. Grantee shall be solely responsible for full and

complete payment of all monies owed to all contractors, material providers, or laborers engaged to construct the Facilities on the Easement Area, and shall insure that all construction undertaken on the Easement Area complies fully with all applicable local, state and federal laws, statutes, rules and regulations.

- 7 **Acknowledgment of Grantee.** Grantee has caused this Grant of Easements, including these Conditions, to be recorded in the Public Records of Marion County, Florida and by the recordation of the same expressly consents to and agrees to the terms of these Conditions.

**END OF SPECIAL CONDITIONS**