

DOCUMENT PREPARED BY/RETURN TO:

City of Ocala, Florida  
Jared R. Gainey, Assistant City Attorney  
City Attorney's Office  
110 SE Watula Avenue  
Ocala, Florida 34471

CITY OF OCALA, FLORIDA

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ENCROACHMENT EASEMENT

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THIS EASEMENT, Made this day between the CITY OF OCALA, FLORIDA, a Florida municipal corporation ("Grantor"), whose mailing address is 110 SE Watula Avenue Ocala, Florida 34471, and Dixie Investments, Inc., a Florida Corporation, whose mailing address is 3145 66th Avenue NE Naples, Florida 34120 and its heirs, successors in title, and assigns, ("Grantee"):

**WHEREAS:**

- A. Grantee owns the real property described in the attached Exhibit A ("Grantee Property"), upon which an existing residence and improvements have been constructed; and
- B. Grantor owns real property consisting of public right of way adjacent to the Grantee Property commonly known as Northwest 18th Avenue ("Grantor Property"); and
- C. Grantee has constructed a portion of their existing residences or other improvements including, but not limited to, a porch, steps, walkway, and fencing, which encroach onto the Grantor Property ("Encroaching Improvements"); and
- D. Portions of the Encroaching Improvements encroach within a portion of Grantor Property as more particularly described and depicted on the attached Exhibit B ("Encroachment Area"); and
- E. Grantee has requested that Grantor grant an easement over the Encroachment Area for the purpose of maintaining the Encroaching Improvements within the Encroachment Area; and
- F. Grantor desires to grant the said easement over the Encroachment Area subject to the terms and conditions outlined herein.

**NOW THEREFORE**, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual benefits, covenants, and conditions contained herein, Grantor grants and conveys to Grantee a non-exclusive easement ("Easement") for the maintenance of the Encroaching Improvements over the Encroachment Area described in Exhibit B, subject to the following terms and conditions:

- 1. **Grantee Right to Main Encroaching Easements.** Grantee shall have the right to maintain and operate the Encroaching Improvements and shall have the right to access the Encroachment Area for the purpose of such maintenance and operation. Grantee shall be prohibited from improving or developing Grantee Property or the Encroaching Improvements in such a way that Grantee further encroaches onto Grantor Property or expands the Encroachment Area. This Easement shall not be construed as granting any other rights, ownership, tenancy, or otherwise to any other portion of Grantor Property aside from the Encroachment Area.
- 2. **Grantor Right to Terminate.**
  - a. Conditions for Termination. Subject to the notice provisions described herein, Grantor shall have the right to terminate this Easement at any time and for any reason, including, but not limited to the following reasons:

- i. Grantor determines that termination of the Easement is in Grantor's or the public's best interest;
    - ii. Grantor determines that the Easement, the Encroaching Improvements, and/or Grantee's use of the Encroachment Area is incompatible with or inhibits a current or future use or development of the Grantor Property by Grantor;
    - iii. Grantor determines that Grantee is not reasonably maintaining or operating the Encroaching Improvements;
    - iv. Grantee improves or develops Grantee Property in a way that further encroaches onto the Grantor Property;
    - v. Grantee's use or enjoyment of this Easement, its maintenance of the Encroaching Improvements, or any other activity of Grantee with respect to this Easement, the Encroaching Improvements, or the Grantor Property constitutes a violation of Florida law, Federal law, or the City of Ocala, Florida's Code of Ordinances; or
    - vi. Grantee causes damage to the Grantor Property including, but not limited to, the Encroachment Area;
  - b. Notice of Termination. Grantor shall provide written notice of any termination of this Easement to Grantee at the mailing address identified in this Easement. If ownership of Grantee Property is transferred subsequent to the execution of this Easement, Grantor shall make reasonable efforts to provide written notice of termination to the subsequent owner of Grantee Property. However, failure of such subsequent title owner to receive such notice shall not render termination of this Easement ineffective. Upon termination of this Easement, Grantor shall execute and record an instrument acknowledging the termination in the public records of Marion County, Florida, and shall deliver a copy of said instrument to Grantee along with the written notice of termination.
  - c. Removal of Encroaching Improvements upon Termination. Grantee shall, within thirty (30) days of the date of termination of this Easement, commence with complete removal of the Encroaching Improvements from the Grantor Property and shall diligently pursue such efforts until completion. If Grantee fails to commence with removal of the Encroaching Improvements from the Grantor Property within thirty (30) of days of termination of this Easement or fails to cause the complete removal of the Encroaching Improvements from the Grantor Property within one hundred eighty (180) days of termination of this Easement, Grantor shall be authorized to have the Encroaching Improvements removed from the Grantor Property, in which event Grantee shall reimburse Grantor for all costs incurred by Grantor in removing the Encroaching Improvements. In such an event, Grantor shall make reasonable efforts to avoid damage to Grantee Property apart from the Encroaching Improvements but shall not be liable for any damages to Grantee Property caused by removal of the Encroaching Improvements.
3. **Covenant Running With the Land.** It is Grantor's express desire that this Easement and the terms and rights arising hereunder be deemed covenants to run with the Grantee Property, and thus benefit and be binding upon Grantee and its respective legal representatives, heirs, assigns, and successors in title. Upon the transfer of title (including by foreclosure of a mortgage or other lien) of the Grantee Property, the new owner shall be liable for all obligations and liabilities arising prior to and subsequent to the transfer.
4. **Warranty of Grantor.** Grantor hereby warrants and covenants that:
- a. Grantor is the owner of the fee simple title of Grantor Property in which the Encroachment Area (the Easement area) is located;
  - b. Grantor has the full right and lawful authority to grant and convey this Easement to Grantee;
  - c. Grantee shall have quiet and peaceful possession, use, and enjoyment of this Easement subject to the conditions outlined herein.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CITY OF OCALA, FLORIDA,  
A Florida municipal corporation

By: \_\_\_\_\_  
Kristen M. Dreyer, as  
President, Ocala City Council

\_\_\_\_\_  
WITNESS 1 (signature)

\_\_\_\_\_  
Angel B. Jacobs  
WITNESS 1 (printed name)

\_\_\_\_\_  
110 S.E. Watula Avenue, Ocala, Florida 34471  
WITNESS 1 (address)

\_\_\_\_\_  
WITNESS 2 (signature)

\_\_\_\_\_  
William E. Sexton  
WITNESS 2 (printed name)

\_\_\_\_\_  
110 S.E. Watula Avenue, Ocala, Florida 34471  
WITNESS 2 (address)

ATTEST:

APPROVED AS TO FORM/LEGALITY:

\_\_\_\_\_  
ANGEL B. JACOBS, City Clerk

\_\_\_\_\_  
WILLIAM E. SEXTON, City Attorney

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by Kristen M. Dreyer, as President of the City Council of the City of Ocala, Florida, a Florida municipal corporation, who is personally known to me, for and on behalf of the City of Ocala, Florida.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT 'A'  
(Grantee Property Description)

PAGE 1 OF 1  
BOUNDARY SURVEY

LEGAL DESCRIPTION:  
THE NORTH 16 FEET OF THE EAST 75 FEET OF THE SOUTH 240 FEET OF LOT 21, AND  
THE NORTH 31 FEET OF THE EAST 135 FEET OF THE SOUTH 271 FEET OF LOT 21, E/W  
AGNES ADDITION TO OCALA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN  
PLAT BOOK E, PAGE 16, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

CERTIFIED TO:  
JEROME L. WASHINGTON  
GUARANTY TITLE COMPANY OF PALATKA,  
MORTGAGE RESEARCH CENTER, LLC  
DBA VETERANS UNITED HOME LOANS

COMMUNITY NUMBER: 120330  
PANEL: 0509  
SUFFIX: E  
FLOOD ZONE: X  
FIELD WORK: 01/16/2025

PROPERTY ADDRESS:  
448 NORTHWEST 18TH AVENUE  
OCALA, FLORIDA 34475  
SURVEY NUMBER: 670337  
CLIENT FILE NUMBER: 18835

SURVEY NOTES  
BUILDING CROSSING INTO THE PROPERTY  
ON EASTERLY SIDE OF LOT.  
THERE ARE FENCES NEAR THE BOUNDARY  
OF THE PROPERTY.

ABBREVIATION DESCRIPTION:

A.E. ANCHOR EASEMENT  
A.C. AIR CONDITIONER  
B.B. BEARING  
B.R. BEARING REFERENCE  
C. CALCULATED  
C.A. CENTRAL/DELTA ANGLE  
D. DIE/DIAGONAL  
D.E. DIE/DESCRIPTION  
D.M. DIE/MEASURED  
D.N. DIE/NOT  
D.W. DIE/WATER  
E.C.W. EDGE OF WATER  
F.C.M. FOUND CONCRETE MONUMENT  
F.F.E. FINISH FLOOR ELEVATION  
F.I.P. FOUND IRON PIPE  
F.P. FOUND PIER  
F.P.K. FOUND PARKER-KALON MAIL  
L. LENGTH  
L.A. LIMITED ACCESS EASEMENT  
L.E. LIMITED EASEMENT  
M. MEASURED  
M.H. MANHOLE  
M.N. MAIL  
N.D. NOT TO SCALE  
N.T.S. NOT TO SCALE  
O.H.L. OVERHEAD UTILITY LINES  
O.R.B. OFFICIAL RECORDS BOOK  
P.B. PLAT BOOK  
P.C. POINT OF CURVATURE  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
P.R. POINT OF REVERSE CURVE  
R. RIGHT-OF-WAY  
R.W. ROAD/RADIUS  
S.I.R. SET IRON ROD  
S.L. SET LINE  
U. UTILITY EASEMENT  
U.L. UTILITY LINES

SYMBOL DESCRIPTIONS:

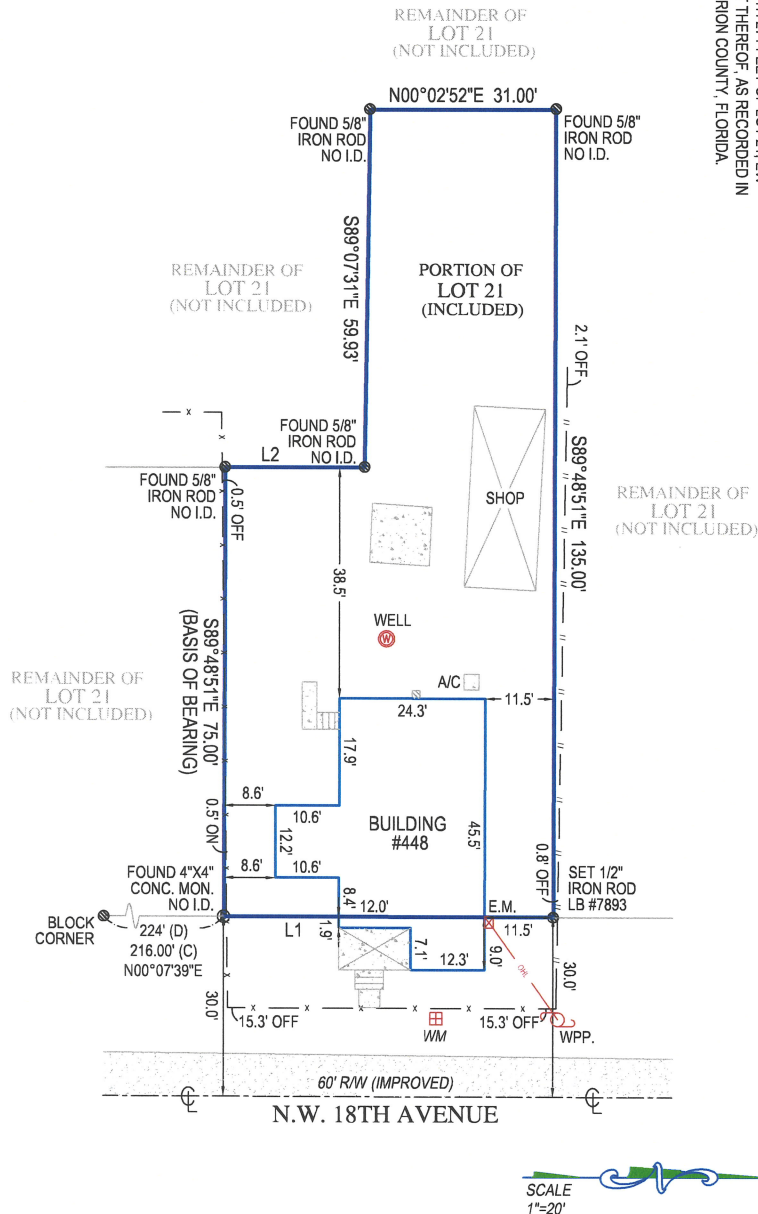
— = CATCH BASIN  
— = CENTERLINE ROAD  
— = COVERED AREA  
— = EXISTING ELEVATION  
— = FENCE  
— = PROPERTY CORNER  
— = UTILITY BOX  
— = UTILITY POLE  
— = WATER METER  
— = MANHOLE  
— = WELL  
— = METAL FENCE  
— = WOOD FENCE

REVISIONS:

LINE	LENGTH	BEARING
L1	55.00' (C/47' D)	N00°07'39"E
L2	23.28' (7'16" D)	N00°02'52"E

- GENERAL NOTES:
- LEGAL DESCRIPTION PROVIDED BY OTHERS
  - THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES
  - NOT SHOWN ON THE PLAT
  - THE PLAT OF THE EASMENTS OR OTHER ENCUMBRANCES WERE NOT LOCATED
  - WATERBODIES TO WHICH THE LANDS ARE NOT TO BE USED TO RECOVER (HOLD) BOUNDARY LINES
  - ONLY VISIBLE ENCUMBRANCES LOCATED
  - DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN

- FENCE OWNERSHIP NOT DETERMINED
- ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFERENCED TO N.A.S.D. 1988
- THIS SURVEY HAS BEEN COMPLETED FOR A MORTGAGE TRANSACTION. ITS SCOPE IS LIMITED TO THE SURVEY
- THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF
- RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE. THE SURVEYING ASSUMES NO
- RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. ALL ASSES DIMENSIONS SHALL
- CONTROL. THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.



SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND  
CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY  
DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC  
SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL OR A PHYSICAL  
EMBOSSED SEAL AND SIGNATURE.

(SIGNED)

DAVID G. CUTLER  
PROFESSIONAL SURVEYOR AND MAPPER #5593

David G. Cutler  
NO. 5593  
Digitally signed by  
David G. Cutler  
Date: 2025.01.10  
14:07:59 -0500

TARGET  
SURVEYING, LLC

LB #7893  
SERVING FLORIDA

6250 N. MILITARY TRAIL, SUITE 102  
WEST PALM BEACH, FL 33407  
PHONE (561) 640-4800  
STATEWIDE PHONE (800) 226-4807  
STATEWIDE FACSIMILE (800) 741-0576  
WEBSITE: <http://targetsurveying.net>



# EXHIBIT 'B'

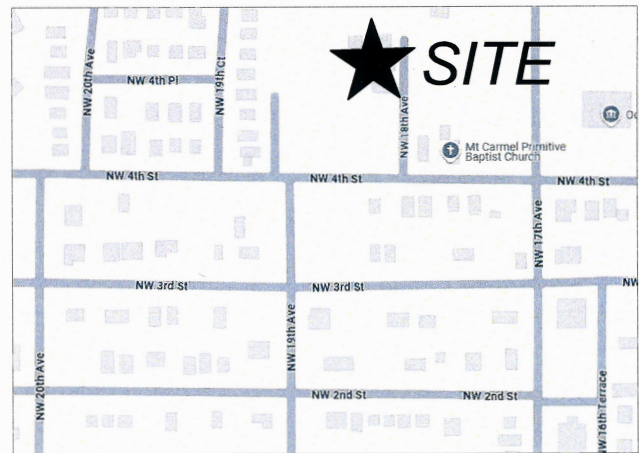
(Encroachment Area / Easement Area Property Description)

## SKETCH AND DESCRIPTION

(COVER & LEGAL DESCRIPTION)

**PROPERTY ADDRESS:**  
448 NORTHWEST 18TH AVENUE  
OCALA, FL 34475

THE PURPOSE OF THIS SKETCH AND DESCRIPTION  
IS TO SHOW A PORTION OF A BUILDING LOCATED  
WITHIN THE RIGHT OF WAY OF N.W. 18TH AVENUE  
OCALA, MARION COUNTY, FLORIDA



**VICINITY MAP**  
NOT TO SCALE

## LEGAL DESCRIPTION

A PORTION OF N.W. 18TH AVENUE (ORIGINALLY PLATTED AS A UNAMMED 60' RIGHT OF WAY SHOWN BETWEEN BLOCKS 21 AND 20, DEEDED PER OFFICIAL RECORDS BOOK 8197, PAGES 0846-0846 AS EW AGNEWS ADDITION TO OCALA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK E, PAGE 16, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 4"X4" CONCRETE MONUMENT BEING THE SOUTHEAST CORNER OF THE NORTH 16 FEET OF THE EAST 75 FEET OF THE SOUTH 240 FEET OF LOT 21, OF SAID PLAT BOOK E, PAGE 16, ALSO BEING ON THE WEST RIGHT OF WAY LINE OF SAID N.W. 18TH AVENUE, THENCE ALONG SAID WEST RIGHT OF WAY LINE N 00° 07'39" E, A DISTANCE OF 55.76 FEET TO A POINT, THENCE LEAVING SAID WEST RIGHT OF WAY, S 88° 59' 23" E, 15.40 FEET TO A POINT, THENCE S 00° 07' 39" W, A DISTANCE OF 55.54 FEET, THENCE N 89° 48'51" W, A DISTANCE OF 15.40 FEET TO THE POINT OF BEGINNING.

### REVISIONS:

2/12/2025 - CLIENT COMMENTS  
2/20/2025 - REVISED ENCROACHMENT AREA/DESCRIPTION  
3/12/2025 - CLIENT COMMENTS/AREA & DESCRIPTION REVISION

### ABBREVIATION LEGEND

CH=CHORD  
L=LENGTH  
N.R.=NON RADIAL  
P=PLAT  
P.B.=PLAT BOOK  
PG.=PAGE  
P.I.D.=PARCEL IDENTIFICATION NUMBER  
P.O.B.=POINT OF BEGINNING  
P.O.C.=POINT OF COMMENCEMENT  
R=RADIUS  
U.E.=UTILITY EASEMENT

SURVEY NO. 670337  
SKETCH DATE: 02-20-2025



THIS IS **NOT** A SURVEY, TO  
ACCOMPANY SKETCH ONLY


**SURVEYORS CERTIFICATE**  
I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION IS A TRUE  
AND CORRECT REPRESENTATION PREPARED UNDER MY DIRECTION.  
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE  
AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED  
SEAL AND SIGNATURE.

David G. Cutler  
Digitally signed by  
David G. Cutler  
Date: 2025.03.13  
16:02:23 -04'00'



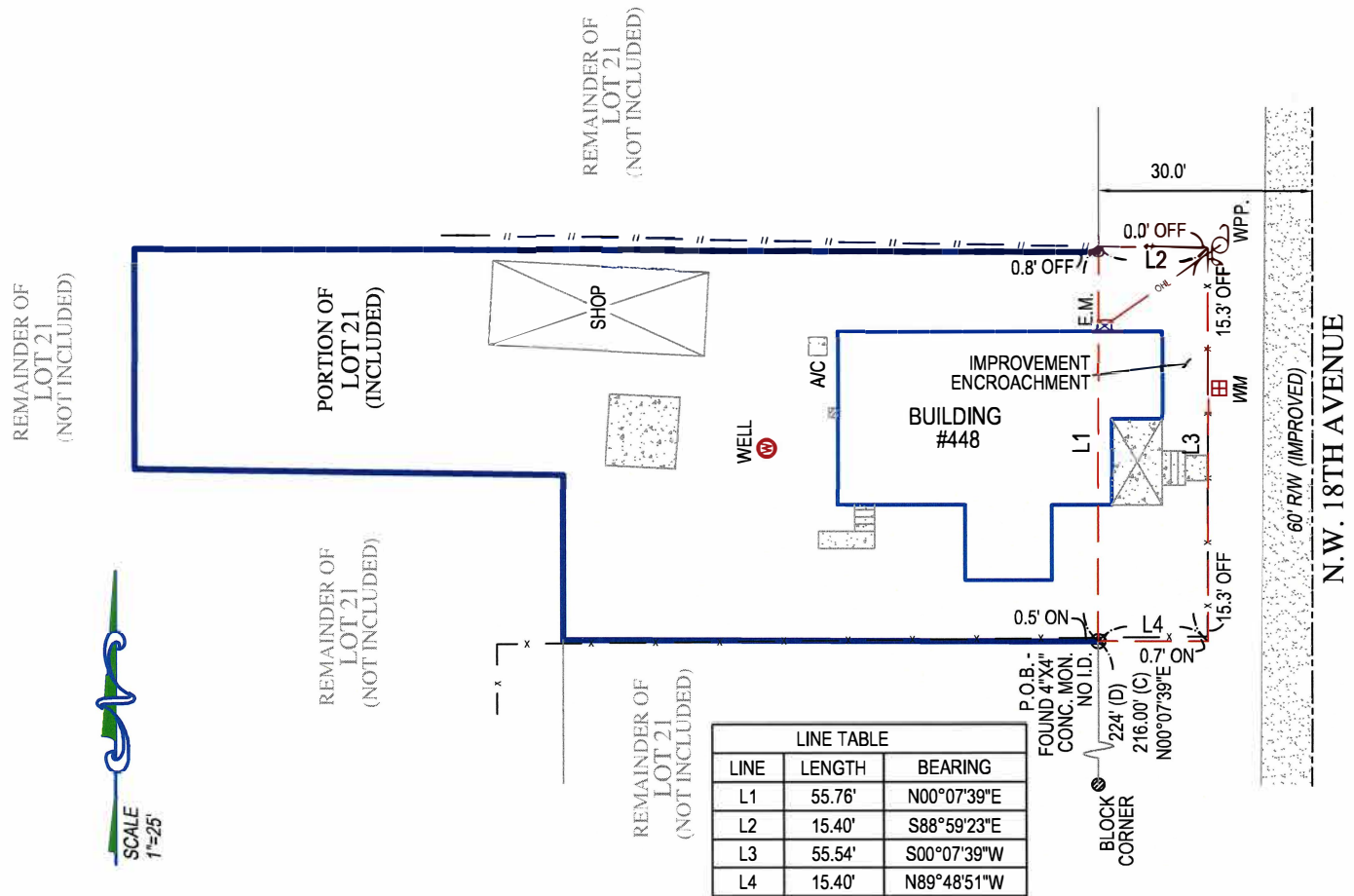
LB #7893

**SERVING FLORIDA**  
6250 N. MILITARY TRAIL, SUITE 102  
WEST PALM BEACH, FL 33407  
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STATEWIDE FACSIMILE (800) 741-0576  
WEBSITE: <http://targetsurveying.net>

(SIGNED)   
DAVID G CUTLER  
PROFESSIONAL SURVEYOR AND MAPPER #5593

PAGE 1 OF 2 PAGES  
(NOT COMPLETE WITHOUT PAGE 2)

(SKETCH OF DESCRIPTION)



REVISIONS:  
3/6/2025 - REVERSED BEARING DIRECTION  
3/12/2025 - CLIENT COMMENTS/AREA & DESCRIPTION REVISION

David G. Cutler

PAGE 2 OF 2 PAGES  
(NOT COMPLETE WITHOUT PAGE 1)



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