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(Marion County)
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This Instrument Prepared by and Return To:
 W. James Gooding III
 Gooding & Batsel, PLLC
 1531 SE 36th Avenue
 Ocala, FL 34471

PARCEL ID: SEE ATTACHED EXHIBIT A

**GRANT OF DRAINAGE EASEMENTS
 (NORTHERN DRA, DRAINAGE CONVEYANCE EASEMENT, SOUTHERN DRA)**

THIS GRANT OF DRAINAGE EASEMENTS, executed this 8 day of August, 2024, by and between **KAS Ocala, LLC, a Florida limited liability company**, whose post office address is 150 N Wacker Drive, Suite 1220, Chicago, IL 60606 (hereinafter called "Grantor"), to the **City of Ocala, a Florida municipal corporation**, whose post office address is 201 SE 3rd Street, Second Floor, Ocala, Florida 34471 (hereinafter called "Grantee")¹.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor for good and valuable consideration, the receipt whereof is hereby acknowledged;

1. **Grant of Easements.** Subject to the Reservation set forth in paragraph 3, Grantor does hereby grant, bargain and sell unto Grantee forever the following perpetual, non-exclusive drainage easements (each a "Drainage Easement," and if more than one, the "Drainage Easements") for the construction, operation and maintenance of a stormwater management system consisting of structures, ditches, swales, pipes or other facilities to convey, street or retain surface water and stormwater (all of which items to be located in the following described Drainage Easement Areas being referred to as the "Drainage Facilities"):

1.1. Two easements (each a "DRA Easement," and if more than one, the "DRA Easements") for the purpose of retaining surface water and stormwater (collectively "Stormwater") from NW 44th Avenue and other public roads (all of such roads being referred to collectively as the "Roads") into two drainage retention areas (each a "DRA," and if more than one, the "DRAs"), one being referred to as the "Northern DRA" and the other being referred to as the "Southern DRA" over, under, across and on the following described property (each a "DRA Easement Area," and if more than one, the "DRA Easement Areas") lying and being in Marion County, Florida:

1.1.1. Northern DRA Easement: **SEE LEGAL DESCRIPTION ENTITLED "NORTHERN DRA" ON THE ATTACHED EXHIBIT A.**

1.1.2. Southern DRA Easement: **SEE LEGAL DESCRIPTION ENTITLED "SOUTHERN DRA" ON THE ATTACHED EXHIBIT A.**

¹ By executing the Acceptance by Grantee below Grantor's signature line in this instrument, Grantee acknowledges its acceptance of this instrument including the provisions of paragraphs 3 through 4 hereof.

*** EXEMPT FROM DOCUMENTARY EXCISE TAXES UNDER RULE 12 B-4.013(4), FAC (THREAT OF CONDEMNATION).**

- 1.2. An easement (the “Drainage Conveyance Easement”) for the purpose of conveying Stormwater from the Roads, into the DRAs, through Drainage Facilities designed to convey Stormwater over, under, across and on the following described land (the “Drainage Conveyance Easement Area”) lying and being in Marion County, Florida: **SEE LEGAL DESCRIPTION ENTITLED “DRAINAGE CONVEYANCE EASEMENT AREA” ON THE ATTACHED EXHIBIT A.**

2. Easement Rights and Obligations.

- 2.1. Pursuant to the Drainage Easements, Grantee shall have all rights to convey and retain Stormwater in the Easement Areas from the Roads as permitted by Environmental Resource Permit No. 4432518-0 (the “ERP Permit”) issued by the Southwest Florida Water Management District (the “WMD”), and any existing amendment thereto that concern such conveyance and retention. No buildings, structures, or obstacles (except fences) shall be located, constructed, or installed within any Drainage Easement Area without the express written consent of Grantee which may be withheld or conditioned by Grantee in its reasonable discretion. Any proposed fence installation with appropriate gates must be approved by Grantee in its reasonable discretion.
- 2.2. By accepting the Drainage Easements, Grantee agrees to maintain the Drainage Facilities in good operating condition, in full and complete compliance with all conditions and covenants of the ERP Permit and of the WMD, and in full and complete compliance with any applicable rules or regulations of all governmental authorities with jurisdiction over the Drainage Facilities including the WMD. This obligation shall include the normal and ordinary maintenance, repair and replacement of the Drainage Facilities.
- 2.3. Grantor does hereby covenant that Grantor is lawfully seized of the Drainage Easement Areas in fee simple; that Grantor has good right and lawful authority to grant the Drainage Easements; that Grantor hereby specially warrants that title to the Drainage Easement Areas are free from all encumbrances made by Grantor, and Grantor will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.
- 2.4. Subject to: (a) ad valorem taxes for the current year; and (b) easements, limitations, covenants, restrictions and other matters of record, if any, but provided, however, that such reference shall not serve to reimpose same.

3. Modification. THIS CONVEYANCE IS SUBJECT TO AND RESERVING the following rights:

- 3.1. Grantor may modify, enlarge or relocate one or more of the Drainage Facilities, including the DRAs, (the “Existing Drainage Facilities”), at Grantor’s sole expense, to accommodate Stormwater runoff from real property owned by Grantor contiguous to the Easement Areas (the “Grantor Parcel”) as well as the Roads. Any such modification, enlargement or relocation of the Existing Drainage Facilities, including any conveyance facilities in connection therewith, (all of which are being collectively referred to as the “Modified Drainage Facilities”) shall be of the same character, and capable of the same use as, the Existing Drainage Facilities; without limiting the foregoing, the Modified Drainage Facilities shall accommodate the same quantity, and provide the same treatment capacity, for the benefit of the Roads as does each Existing Drainage Facilities.

- 3.2. In connection with the construction of a Modified Drainage Facility, Grantor shall have a temporary construction easement over the portions of the Roads, necessary for the construction of the Modified Drainage Facility. Grantor shall not interfere with traffic on the Roads in connection with such activities except during such times as permitted by Grantee in its reasonable discretion.
- 3.3. During construction of the Modified Drainage Facilities, and until City approves the As-Built Surveys of the Modified Drainage Facilities pursuant to paragraph 3.4.2, the Existing Drainage Facilities shall remain available for use by Grantee.
- 3.4. Upon completion of construction of the Modified Drainage Facilities:
 - 3.4.1. Grantor shall provide Grantee with as-built surveys of the Modified Drainage Facilities for approval by Grantee in its reasonable discretion.
 - 3.4.2. Upon approval of the as-built surveys by Grantee, Grantor and Grantee will enter into an amendment to this instrument relocating the Drainage Easement Areas to the locations of the Modified Drainage Facilities and releasing any portion of the Drainage Easement Areas described in the attached **Exhibit A** that are not part within the new Drainage Easement Areas. The form and substance of such instrument shall be acceptable to Grantee in its reasonable discretion.
- 3.5. Grantor shall comply with all applicable environmental permitting requirements concerning the Modified Drainage Facilities, and Grantee shall cooperate with Grantor in obtaining any necessary amendment to the Existing Permit concerning the Existing Drainage Facilities. The Modified Drainage Facilities shall comply with all criteria or conditions as governmental authorities may require for the joint uses intended by Grantee and Grantor.
- 3.6. Following construction of the Modified Drainage Facilities:
 - 3.6.1. Grantee shall continue to maintain the Modified Drainage Facilities to the same extent and standards it was previously obligated to maintain the Existing Drainage Facilities under paragraph 2.2.
 - 3.6.2. In the event of a catastrophic occurrence with respect to any Modified Drainage Facilities (for purposes of this paragraph 3.6.2, "catastrophic occurrence" shall be deemed to be the occurrence of a sinkhole or some other geotechnical occurrence causing the Stormwater retention capability of the Modified Drainage Facilities to cease to exist or to be materially impaired as to functionality), the cost of repair of such catastrophic occurrence shall be borne by Grantor and Grantee on a pro-rata basis. Grantee shall repair the Modified Drainage Facilities and provide Grantor with documentation establishing the actual and reasonable costs associated by Grantee in doing so. Grantor shall reimburse Grantee for the portion of the repair costs equal to the percentage that the volume of Stormwater that Grantor is permitted to convey into the damaged Modified Drainage Facilities by the Amended Permit bears to the total volume of Stormwater permitted by the Amended Permit to be conveyed into such Modified Drainage Facilities. Grantor shall reimburse Grantee within 30 days of Grantee's provision of documentation (such as contracts, invoices, or statements) sufficient to establish the amount incurred by Grantee in repairing the Modified Drainage Facilities. If Grantor fails

to do so, the amount owed shall accrue interest at the maximum rate allowed by law. In the event of any litigation to collect the amount owed, the prevailing party shall recover its attorney's fees.

3.7. Grantor may assign its reimbursement obligations under paragraph 3.6.2 to a property owners' association or Community Development District form pursuant to Chapter 190, Florida Statutes, (either a "POA"), formed for the development of the Grantor Parcel or any portion thereof contiguous to the Modified Drainage Facilities, provided that all of the following conditions are satisfied:

3.7.1. The POA is formed for the specific purpose of owning and maintaining common elements, or reimbursing others for such maintenance, constructed in connection with the development of the portion of the Grantor Parcel that includes the Modified Drainage Facilities; for purposes of this paragraph 3.7 "maintenance" includes repairs.

3.7.2. The POA is granted the authority to own, maintain and operate the Modified Drainage Facilities, or to reimburse others for maintenance of the Modified Drainage Facilities, by a declaration or similar instrument (the "Declaration") recorded in the Public Records of Marion County, Florida.

3.7.3. The POA is empowered under the terms of any recorded Declaration or other instrument to collect assessments from all of the owners (other than governmental entities or the POA) of parcels located on the Grantor Parcel for the purpose of providing funds necessary for the maintenance and operation of the Modified Drainage Facilities, or to reimburse others for such maintenance, in such amounts as, in the reasonable opinion of Grantee, are sufficient to satisfy Grantee's reimbursement obligations under paragraph 3.6.2.

3.7.4. Upon satisfaction of the foregoing conditions, Grantor shall have the right to convey to the POA fee simple title to the Modified Drainage Facilities. The POA shall have the right to assume the reimbursement obligations of Grantor with respect to all the Modified Drainage Facilities which are the subject matter of this instrument, and Grantor shall be released from any and further liabilities or responsibilities with respect to such reimbursement. The conveyance of the Modified Drainage Facilities, assumption of the reimbursement obligations of Grantor by the POA, and the release of Grantor shall be completed in accordance with the following provisions:

3.7.4.1. Simultaneous with the conveyance of the Modified Drainage Facilities to the POA, Grantor and the POA shall enter into an agreement (the "Assumption Agreement"), to be recorded in the Public Records of Marion County, Florida, under which the POA expressly acknowledges assumption of all of Grantor's obligations under this instrument with respect to the Modified Drainage Facilities. A copy of the recorded Assumption Agreement shall be provided to Grantee and to the WMD by formal notice within thirty (30) days of the date of its recordation in the Public Records.

3.7.4.2. Upon completion of the execution of the Assumption Agreement and the recording of the same in the Public Records of Marion County,

Florida, the POA shall have assumed and shall be responsible for all reimbursement obligations of Grantor with respect to the Modified Drainage Facilities which are subject of this instrument.

4. **Additional Rights Concerning Maintenance.** If Grantee fails to maintain the Existing Drainage Facilities or Modified Drainage Facilities, Grantor may, but shall not be obligated, to do so. If Grantor does so, Grantee shall reimburse Grantor for the actual and reasonable costs incurred by Grantee in performing the maintenance, together with ten percent (10%) of such amount to reimburse Grantor for its overhead. The amount owed shall accrue interest at the maximum amount allowed by law. In the event of any litigation to collect the amount owed, the prevailing party shall recover its attorney's fees.

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SIGNATURES START ON NEXT PAGE**

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

KAS Ocala, LLC, a Florida limited liability company

By: [Signature]
Kenneth A. Steel, Jr., as Manager

LAURA A. LOUGHRY
Witness Signature
LAURA A. LOUGHRY
Witness Printed Name

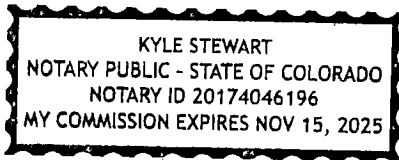
Print Witness Address: _____
800 S. POINTE DRIVE
MIAMI BEACH FL 33139

[Signature]
Witness Signature
Cheryl L. Schmidt
Witness Printed Name

Print Witness Address: _____
P.O. Box 2763
Aspen CO 81612

STATE OF Colorado
COUNTY OF DuPage

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of July, 2024, by Kenneth A. Steel, Jr., as Manager of KAS Ocala, LLC, a Florida limited liability company, on behalf of such company.



[Signature]
Notary Public, State of Colorado
Name: Kyle Stewart
(Please print or type)
Commission Number: 20174046196
Commission Expires: 11/15/2025

Notary: Check one of the following:
 Personally known OR
 Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: Florida Drivers License

ACCEPTANCE BY GRANTEE

City of Ocala, a Florida municipal corporation ("Grantee"), accepts the conveyance of the Drainage Easements set forth in the preceding instruments and agrees to the terms of such Grant, including, without limitation, the provisions of paragraphs 3 through 4 of the Grant.

CITY

City of Ocala, a Florida municipal corporation

ATTEST:

Angel B. Jacobs
City Clerk

Angel B. Jacobs

Barry Mansfield
President, Ocala City Council

Barry Mansfield

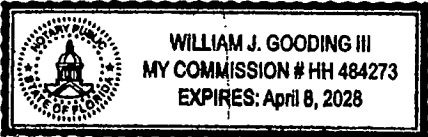
Approved as to form and legality

William Sexton
City Attorney

William Sexton

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of August, 2024, by Barry Mansfield, as President of Ocala City Council.



William J. Gooding III
Notary Public, State of Florida
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

Personally known OR
 Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

EXHIBIT A

NORTHERN DRA - (A PORTION OF PARCEL ID NO. 2380-000-001)

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN THE CERTIFICATE OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 6449, AT PAGE 877, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID PARCEL LYING IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 8" X 8" OCTAGONAL CONCRETE MONUMENT WITH BRASS DISK STAMPED "1/4 SEC. COR. 22, 27" MARKING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE S89°52'11"E, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27 AND ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN THE CERTIFICATE OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 6449, AT PAGE 877, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA (HEREINAFTER REFERRED TO AS SAID LANDS), 100.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S89°52'11"E, ALONG SAID NORTH LINE (AND ALONG THE NORTH LINE OF SAID LANDS), 365.00 FEET; THENCE DEPARTING SAID NORTH LINE (AND DEPARTING THE NORTH LINE OF SAID LANDS), S00°23'47"W, ALONG A LINE THAT RUNS PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 27, 250.00 FEET; THENCE N89°52'11"W, PARALLEL WITH THE AFOREMENTIONED NORTH LINE OF THE NORTHEAST 1/4 (AND PARALLEL WITH THE AFOREMENTIONED NORTH LINE OF SAID LANDS), 365.00 FEET, TO AN INTERSECTION WITH THE LINE THAT LIES 100.00 FEET EASTERLY OF (AS MEASURED PERPENDICULARLY TO AND RUNNING PARALLEL WITH) THE AFOREMENTIONED WEST LINE OF THE NORTHEAST 1/4 OF SECTION 27; THENCE N00°23'47"E, ALONG SAID PARALLEL LINE, 250.00 FEET TO THE POINT OF BEGINNING.

DRAINAGE CONVEYANCE EASEMENT AREA (ACROSS A PORTION OF PARCEL ID NO. 2380-000-001)

A STRIP OF LAND (30.00 FEET WIDE) BEING A PORTION OF THE LANDS DESCRIBED IN THE CERTIFICATE OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 6449, AT PAGE 877, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID PARCEL LYING IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 8" X 8" OCTAGONAL CONCRETE MONUMENT WITH BRASS DISK STAMPED "1/4 SEC. COR. 22, 27" MARKING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE S00°23'47"W, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, 38.17 FEET, TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, S79°18'19"E, 101.64 FEET, TO AN INTERSECTION WITH THE LINE THAT LIES 100.00 FEET EAST OF (AS MEASURED PERPENDICULARLY TO AND RUNNING PARALLEL WITH) THE AFOREMENTIONED WEST LINE OF THE NORTHEAST 1/4; THENCE S00°23'47"W, ALONG SAID PARALLEL LINE, 30.49 FEET; THENCE DEPARTING SAID PARALLEL LINE, N79°18'19"W, 101.64 FEET, TO AN INTERSECTION WITH THE AFOREMENTIONED WEST LINE OF THE NORTHEAST 1/4; THENCE N00°23'47"E, ALONG SAID WEST LINE, 30.49 FEET, TO THE POINT OF BEGINNING.

SOUTHERN DRA (A PORTION OF PARCEL ID NO. 23812-001-00)

A PORTION OF PARCEL ID NO. 23812-001-00

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN THE CERTIFICATE OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 6449, AT PAGE 877, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID PARCEL LYING IN THE NW 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 4" X 4" CONCRETE MONUMENT WITH DISK STAMPED: COO PSM 5756 MARKING THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE N89°55'30"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27, 101.56 FEET, TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF S.W. 43RD COURT (A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" OF THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5072, AT PAGE 183, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; FORMERLY KNOWN AS S.W. 44TH AVENUE) AND TO THE POINT OF BEGINNING; THENCE CONTINUE N89°55'30"W, ALONG SAID SOUTH LINE (AND ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN THE CERTIFICATE OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 6449, AT PAGE 877, OF SAID PUBLIC RECORDS, HEREINAFTER REFERRED TO AS SAID LANDS), 199.99 FEET; THENCE DEPARTING SAID SOUTH LINE (AND DEPARTING THE SOUTH LINE OF SAID LANDS) N04°41'47"W, 412.20 FEET; THENCE N89°55'48" E, 175.00 FEET TO A NON-TANGENT INTERSECTION WITH THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY OF S.W. 43RD COURT, SAID WESTERLY RIGHT-OF-WAY LINE BEING A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1005.00 FEET; THENCE SOUTHEASTERLY, ALONG SAID RIGHT-OF-WAY LINE AND CURVE, 163.55 FEET, THROUGH A CENTRAL ANGLE OF 09°19'27" AND A CHORD BEARING AND DISTANCE OF S05°17'48"E, 163.37 FEET, TO THE POINT OF TANGENCY, THEREOF; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S09°57'31"E, 252.42 FEET, TO THE POINT OF BEGINNING.

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