

This Instrument Prepared by:
Fred N. Roberts, Jr., Esquire
Klein & Klein, LLC
40 SE 11th Avenue
Ocala, FL. 34471

Recording costs – \$ _____

**AGREEMENT REGARDING GRANT OF
UTILITY EASEMENT & RELEASE OF EASEMENTS**

THIS AGREEMENT REGARDING GRANT OF UTILITY EASEMENT & RELEASE OF EASEMENTS (“Agreement”) is executed effective _____, 2024, by and between:

- **FRIENDS RECYCLING, L.L.C., a Florida limited liability company** (“Friends”); and
- **CITY OF OCALA, a Florida municipal corporation**, its successors and assigns (“City”).

W I T N E S S E T H:

WHEREAS, Friends is the owner of that certain real property more particularly described on **Exhibit A** attached hereto (the “Property”); and

WHEREAS, City has previously installed a water main and fire hydrant (the “Utility Improvements”) on the Property in the area approximately depicted on **Exhibit B** attached hereto (the “Approximate Line Location”); and

WHEREAS, certain portions of the Property are subject to that certain GRANT OF RIGHT-OF-WAY AND GENERAL UTILITY EASEMENT, dated August 27, 2009 which is recorded in Official Records¹ Book 5254, Page 871 (the “First Easement”) and to that certain GRANT OF RIGHT-OF-WAY AND GENERAL UTILITY EASEMENT, dated August 27, 2009 which is recorded in Official Records Book 5254, Page 875 (the “Second Easement”) (First Easement and Second Easement hereinafter collectively referred to as the “Prior Easements”) each of which were granted by Friends in favor of the City; and

WHEREAS, City has agreed to release the Prior Easements and Friends has agreed to grant an easement for City to continue to maintain the Utility Improvements on the Property in accordance with and subject to the terms hereof.

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 Dollars (\$10.00) and other valuable consideration to said Friends in hand paid by said City, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct.
2. **Grant of Easement to City.**
 - 2.1. Friends hereby establishes, grants, bargains, sells, and assigns to City, its successors and assigns, a perpetual non-exclusive easement for the operation, maintenance, and replacement of underground water utility lines (“Water Line”) and to maintain the currently installed fire hydrant (the “Hydrant”) (collectively, the “Facilities”) with said easement being twenty feet (20’) in width lying ten feet (10’) on each side of the centerline of the location of the Water Line on the Property as of the date hereof (the “City Easement Area”).

¹ All references to Official Records contained herein shall mean the Official Records of Marion County, Florida.

- 2.2. The easement rights 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 within the City Easement Area; (b) the right to clear the City 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 reasonable opinion of City, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (c) all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of the Facilities and for the enjoyment and use of such easements for the purposes described above. The foregoing notwithstanding, improvements constructed within or encroaching into the City Easement Area shall be allowed to be maintained, restored or rebuilt within the City Easement Area and City shall take reasonable efforts not to disturb any such improvements in connection with the use or benefit of the easement granted hereby.
 - 2.3. The parties agree that Friends may, at its sole cost and expense, cause for the relocation of all or a portion of the Facilities to another location on the Property. In such event, the following shall apply:
 - 2.3.1. Friends and City shall cooperate to cause for the plans and specifications (the "Plans") for any relocation to be prepared, which Plans shall be subject to City's reasonable approval, which shall not be unreasonably withheld, conditioned or delayed.
 - 2.3.2. Any construction shall be done by a contractor or vendor approved by City, which approval shall not be unreasonably withheld, conditioned or delayed.
 - 2.3.3. Friends and City shall cooperate regarding any permitting required in connection with such relocation.
 - 2.4. At the request of either Friends or City, the then Facilities may be specifically located and described by a surveyor licensed in Florida and this Easement Agreement shall be amended to specifically reflect the location of the City Easement Area. The requesting party shall be responsible for all cost incurred in connection with applicable survey(s) and the drafting of the amendment hereto but each party shall otherwise be responsible for their respective attorneys or other professional fees incurred in connection therewith.
3. **Grant of Easement to Friends.** City hereby establishes, grants, bargains, sells, and assigns to Friends, its successors and assigns, a perpetual non-exclusive easement for ingress, egress and utilities, over, under and across that certain real property being more particularly described on **Exhibit C** attached hereto (the "**Friends Easement Area**"). The parties specifically acknowledge that the Friends Easement Area has been retained by City and is adjacent to or lies between the Property and certain public rights of way.
4. **Release of Prior Easements.** By execution hereof, the City terminates, discharges and releases the Prior Easements and releases the real property encumbered thereby. The Prior Easements are hereby extinguished of record. The City hereby expressly acknowledges and agrees that it either has no other rights or otherwise hereby releases all other rights relating to the Property except for as granted hereby. This expressly includes acknowledgement that the City has no rights to right of way or access across or through the Property except as expressly granted hereby.
5. **Acknowledgement Regarding Encroachment.** City hereby acknowledges that as the prior owner of the Property, it is aware of the existence of other easements or rights which may exist on or encumber the Property. As such, City is and shall remain fully responsible for any liability relating to or arising out of any encroachment of the Facilities into or onto other easement areas or other improvements on the Property, including gas lines or other such facilities now existing or hereafter constructed pursuant to such rights.

6. **Agreement to Cooperate.** City hereby agrees to cooperate with Friends, or its successor in interest to the Property, regarding any steps necessary to cause for the release, termination, vacation, abrogation, or to otherwise extinguish any right of City or the public which may be hereafter asserted relating to the Property by virtue of the Prior Easements or by any use, occupancy, or maintenance of City in connection with the Prior Easements. The foregoing sentence shall not apply to the easements granted by this Agreement.
7. **General Provisions.**
 - 7.1. **Headings.** The headings contained within this Modification are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Modification.
 - 7.2. **Counterparts.** This Modification may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Modification to produce or account for more than one such counterpart.
 - 7.3. **Gender.** As used in this Modification, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.
8. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any parcel owner hereto shall inure to the benefit of any third-parcel owner, nor shall any third-parcel owner be deemed to be a beneficiary of any of the provisions contained in this Agreement.
9. **Covenant Running With Land.** This Agreement and the Easements arising hereunder shall be deemed covenants running with the Parcel benefited thereby, and thus shall benefit, and be binding upon, the owners of such Parcel and its respective legal representatives, heirs, successors or assigns.

[THIS SPACE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

FRIENDS RECYCLING, L.L.C., a Florida limited liability company

Witness Signature

Witness Printed Name

Witness Address

Witness Signature

Witness Printed Name

Witness Address

By: _____

Print Name: _____

Title : _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on _____, 2024, by _____, as Manager of **FRIENDS RECYCLING, L.L.C., a Florida limited liability company**, on behalf of the company.

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: _____

ATTEST:

City of Ocala, a Florida municipal corporation

Angel B. Jacobs
City Clerk

President, Ocala City Council

Approved as to form and legality

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 _____, 202____, by _____, as City Council President of the City of Ocala, Florida, a Florida municipal corporation, on behalf of the City.

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
Property

Commencing at a point 1491.54 West of the NE corner of North 1/2 of SE 1/4 of Section 2, Township 15 South, Range 21 East, thence run South parallel with the East boundary of Section, 901.4 feet; thence East 21.54 feet; thence South 420 feet to South boundary of North 1/2 of SE 1/4; thence West 393.95 feet; thence North 1320.31 feet to the North boundary line of North 1/2 of SE 1/4; thence East 372.41 feet to the Point of Beginning. EXCEPT the North 25 feet thereof for road and LESS AND EXCEPT: Begin at the Northwest corner of the aforescribed lands thence S.89 degrees 31'13"E., parallel with the North boundary line of the North 1/2 of SE 1/4 of Section 2, Township 15 South, Range 21 East, a distance of 125.00 feet; thence S.18 degrees 31'43"W., a distance of 404.46 feet to the Southeast corner of those lands described in Official Records Book 1086, Page 1661 and 1662, Public Records of Marion County, Florida, being a point on the West boundary line of the aforescribed lands in Official Records Book 3022, Page 1585 and 1586; thence N. 00 degrees 31'35"E., along West boundary line, a distance of 384.56 feet to the Point of Beginning.

AND

A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE N89°31'15"W, ALONG THE NORTH LINE OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 1491.54 FEET, TO ITS INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST LINE OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5884, AT PAGE 1115, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°30'30"W ALONG SAID NORTHERLY PROJECTION, 25.00 FEET, TO THE NORTHEAST CORNER OF SAID LANDS; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARIES OF SAID LANDS, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, CONTINUE S00°30'30"W, 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°30'30"W, 125.19 FEET; THENCE N89°34'40"W, 203.48 FEET; THENCE S00°28'08"W, 56.46 FEET; THENCE N89°34'40"W, 107.89 FEET TO THE SOUTHWEST CORNER OF SAID LANDS, SAID POINT BEING ON THE EAST LINE OF LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5254, AT PAGE 867, OF SAID PUBLIC RECORDS; THENCE PROCEED S18°35'59"W ALONG SAID EAST LINE, A DISTANCE OF 197.20 FEET TO A POINT ON THE EAST LINE OF THE WEST 379.54 FEET OF THE EAST 2243.49 FEET OF THE AFOREMENTIONED NORTH 1/2 OF THE SOUTHEAST 1/4; THENCE S00°31'39"W ALONG SAID EAST LINE, A DISTANCE OF 916.09 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE DEPARTING SAID EAST LINE, PROCEED N89°31'15"W ALONG SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE DEPARTING SAID SOUTH LINE, PROCEED N00°31'39"E ALONG THE WEST LINE OF LANDS DESCRIBED IN WARRANTY DEEDS RECORDED IN O.R. BOOK 5884, PAGE 1115 AND O.R. BOOK 5850, PAGE 462, A DISTANCE OF 210.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN O.R. BOOK 5850, PAGE 462; THENCE S89°31'15"E ALONG THE NORTH BOUNDARY OF SAID LANDS, 40.46 FEET TO THE SOUTHERNMOST SOUTHWEST CORNER OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN O.R. BOOK 6397, PAGE 1000; THENCE N00°31'39"E ALONG THE SOUTHERNMOST WEST LINE OF SAID LANDS, A DISTANCE OF 210.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN O.R. BOOK 6435, PAGE 339; THENCE DEPARTING SAID WEST LINE, PROCEED N89°31'15"W ALONG THE SOUTH LINE OF SAID LANDS RECORDED IN O.R. BOOK 6435, PAGE 339, A DISTANCE OF 210.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS, SAID POINT BEING ON THE WEST LINE OF THE EAST 2243.49 FEET OF THE AFOREMENTIONED NORTH 1/2 OF THE SOUTHEAST 1/4; THENCE N00°31'39"E ALONG SAID WEST LINE, A DISTANCE OF 845.47 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF N.W. 28TH STREET (A PROPOSED PUBLIC RIGHT-OF-WAY OF VARYING WIDTH); THENCE DEPARTING SAID WEST LINE, PROCEED S89°31'15"E, ALONG SAID RIGHT-OF-WAY LINE, 23.54 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 530.00 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, NORTHEASTERLY, 106.18 FEET, THROUGH A CENTRAL ANGLE OF 11°28'42" AND A CHORD BEARING AND DISTANCE OF N84°44'24"E,

106.00 FEET, TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, NORTHEASTERLY, 94.16 FEET, THROUGH A CENTRAL ANGLE OF 11°28'42" AND A CHORD BEARING AND DISTANCE OF N84°44'24"E, 94.00 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S89°31'15"E, 529.47 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE WEST 112.86 FEET OF THE SOUTH 210.00 FEET OF THE LANDS DESCRIBED IN THE WARRANTY DEEDS RECORDED IN O.R. BOOK 5850, PAGE 462 AND PARCEL 1 OF O.R. BOOK 5884, PAGE 1115.

EXHIBIT B
Approximate Line Location

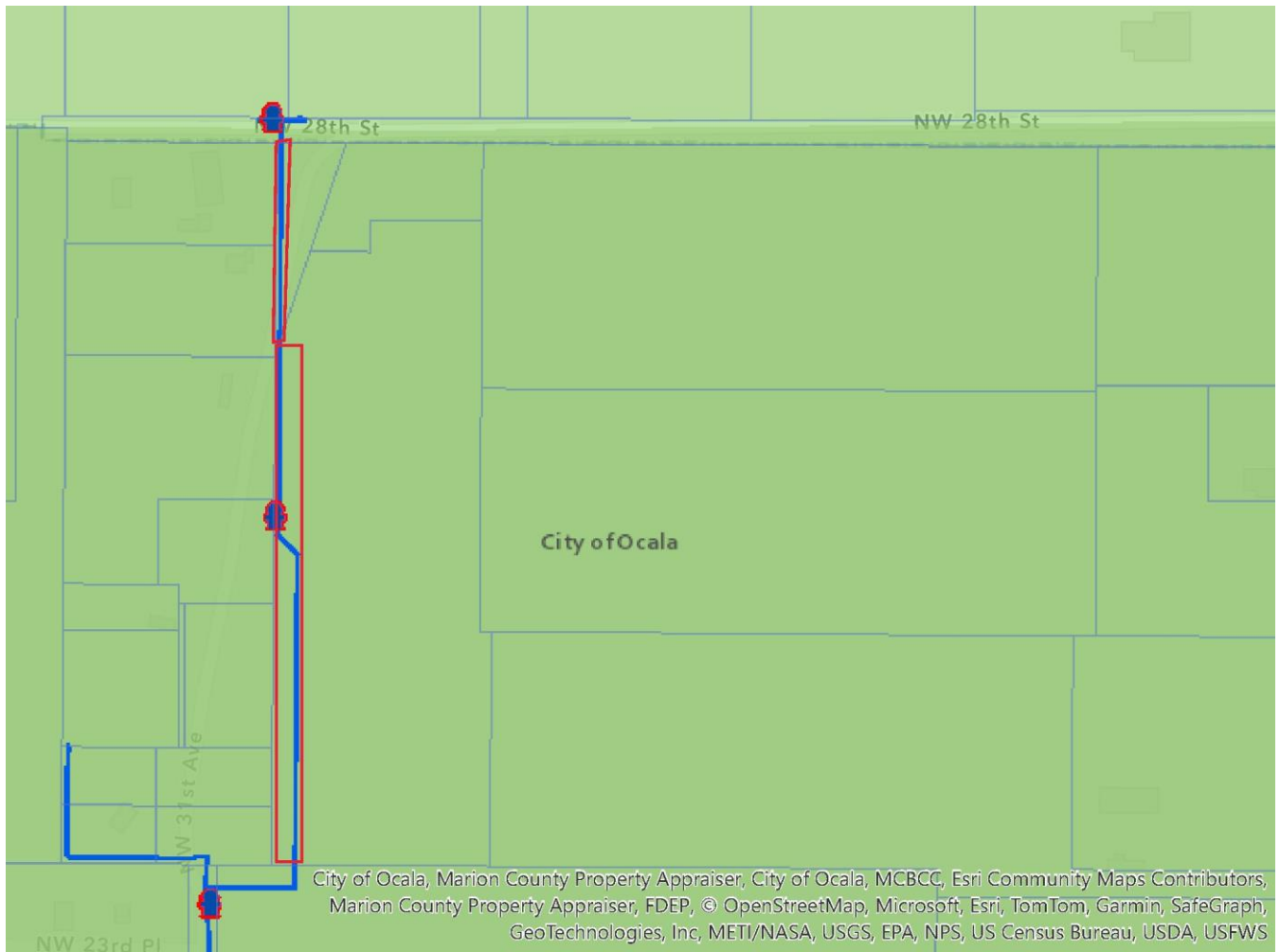


EXHIBIT "C"
Friends Easement Area

THE WEST 112.86 FEET OF THE SOUTH 210.00 FEET OF THE LANDS DESCRIBED IN THE WARRANTY DEEDS RECORDED IN O.R. BOOK 5850, PAGE 462 AND PARCEL 1 OF O.R. BOOK 5884, PAGE 1115, BOTH BEING RECORDED IN THE OFFICIAL RECORDS OF MARION COUNTY, FLORIDA

AND

The north 15 feet of the following described lands:

That portion of the Southeast 1/4 of Section 2, Township 15 South, Range 21 East, Marion County, Florida, further described as follows:

For a point of reference, commence at the Northeast corner of said Southeast 1/4 of Section 2; thence run N.89°31'13"W. along the North line thereof, a distance of 1491.54 feet; thence departing said North line run S.00°31'35"W. a distance of 25.00 feet to the Southerly right of way line of N.W. 28th Street and the point of beginning; said point of beginning, being the Northeast corner of a parcel of land described in Official Records Book 3022, Page 1585, Public Records of Marion County, Florida; thence departing said right of way line, continue S.00°31'35" W. along said parcel, a distance of 140.56 feet; thence departing said parcel run N.89°31'13"W, a distance of 203.56 feet; thence S.00°31'35"W. 56.46 feet; thence N.89°31'13"W. 107.89 feet to the Easterly right of way line of N.W. 31st Avenue; thence N.18°31'43"E. along said line, a distance of 207.22 feet to a point on the aforementioned Southerly right of way line of NW 28th Street; thence run S.89°31'13"E., along said line a distance of 247.41 feet to the point of beginning.

AND

The North 25 feet of the following described lands:

Parent Parcel: That portion of land lying in the Northwest corner of those lands described in Book 3022, Page 1585, 1586, of the Public Records of Marion County, Florida, being more particularly described as follows:

Commencing at a point 1491.54 feet West of the NE corner of North 1/2 of SE 1/4 of Section 2, Township 15 South, Range 21 East, thence run South parallel with the East boundary of Section, 901.4 feet; thence East 21.54 feet; thence South 420 feet to South boundary of North 1/2 of SE 1/4; thence West 393.95 feet; thence North 1320.31 feet to the North boundary line of North 1/2 of SE 1/4; thence East 372.41 feet to the Point of Beginning.