



GREGORY C HARRELL CLERK & COMPTROLLER MARION CO  
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 REC FEES: \$44.00 INDEX FEES: \$0.00  
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This instrument prepared by:  
 City of Ocala Utility Services  
 Electric Engineering Division  
 1805 NE 30<sup>th</sup> Ave. Bldg 400  
 Ocala, FL 34470-4875

1) Parcel I.D. # 21670-000-00

2) Job Site Address: \_\_\_\_\_

**GRANT FOR ELECTRIC UTILITY EASEMENT  
 (LLC)**

THIS EASEMENT, Made this day between 3) Cal Hearthstone Lot Option Pool 01, L.P.  
 (GRANTOR) their heirs, successors and assigns, and the City of Ocala, a Florida Municipal Corporation,  
 under the laws of the State of Florida, its successors, lessees and assigns (GRANTEE):

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein  
 contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate, and maintain in  
 perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for  
 providing electric energy and services and communication services. Said facilities being located in the  
 following described Easement Area within GRANTOR'S premises in Marion County, Florida, to wit:

4) SEC: 10, 5) TWP: 15, 6) RNG: 21.

7) LEGAL DESCRIPTION:

*SEE EXHIBIT "A"*

The Easement shall be 10 feet in width and the length and direction are as set forth in City of Ocala  
 work order number EU21-124. GRANTEE or GRANTOR may hereafter have a survey performed of the  
 actual location of GRANTEE'S facilities as installed, and GRANTOR and GRANTEE shall thereafter  
 enter into an amendment to this instrument incorporating the more specific legal description, as  
 determined by such survey, as the length and direction of the Easement; the width of the Easement shall  
 remain the same as set forth above. The party obtaining the survey shall bear all costs and expenses  
 associated therewith and with the preparation and recording of the amendment.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for the  
 GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the  
 right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities;  
 (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth, and other physical  
 objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation,  
 operation, or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber  
 adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endangers or interferes  
 with the safe and efficient installation, operation, or maintenance of said facilities; (e) the reasonable right  
 for GRANTEE to enter upon lands of the GRANTOR adjacent to said Easement Area for the purpose of  
 exercising the rights herein granted; (f) all other rights and privileges reasonably necessary or convenient  
 for GRANTEE'S safe and efficient operation and maintenance and use of said easement for the purposes  
 described above.

GRANTOR hereby covenants and agrees that no buildings, structures, or obstacles (except fences) shall be located, constructed, excavated, or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE'S facilities. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon easement area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTOR hereby warrants and covenants (a) the GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions, and conditions herein contained shall inure and extent to and be obligatory upon the heirs, successors, lessees, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its proper officers duly authorized by the Board of Directors this:

8) 18 day of JANUARY, 2023.

By signing below, I/we attest that no changes have been made to the content of this document.

Cal Hearthstone Lot Option Pool 01, L.P., a Delaware limited partnership  
 by: Cal Hearthstone PBLO GP, LLC, a Delaware limited liability company  
 its General Partner

WITNESSES:

- 9) [Signature]  
Signature - Witness #1
- 10) [Signature]  
Printed Name - Witness #1
- 11) \_\_\_\_\_  
Signature - Witness #2
- 12) \_\_\_\_\_  
Printed Name - Witness #2

13) \_\_\_\_\_  
LLC Name

14) by: [Signature]  
Signature

Steven C. Porath, Authorized Representative  
Printed Name and Title

15) Attest: [Signature]  
Signature

Andrea Agha, Director, Lennar  
Printed Name and Title

LLC Grantor's mailing address: 23975 Park Sorrento, Suite 220  
Calabasas, CA 91302

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Los Angeles }  
On January 18, 2023 before me, Karen S Hornback, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Steven C Beath  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Karen S Hornback  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

## Exhibit "A"

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE N.W. 1/4 OF SAID SECTION 10; THENCE N.72°56'27"E., 65.45 FEET; THENCE N.45°00'00"E., 170.00 FEET; THENCE N.66°49'43"E., 264.91 FEET; THENCE N.66°15'56"E., 114.04 FEET; THENCE N.59°16'16"E., 86.47 FEET; THENCE N.62°48'08"E., 92.08 FEET; THENCE N.51°18'26"E., 85.40 FEET; THENCE N.00°33'34"W., 131.45 FEET; THENCE N.37°06'48"E., 97.18 FEET; THENCE N.25°03'36"E., 146.10 FEET; THENCE N.49°50'09"E., 184.26 FEET; THENCE S.66°14'33"E., 116.69 FEET; THENCE S.69°14'01"E., 75.01 FEET; THENCE N.01°15'45"E., 133.80 FEET; THENCE N.00°55'29"W., 123.80 FEET; THENCE N.17°47'45"E., 147.57 FEET; THENCE N.29°52'38"E., 118.42 FEET TO THE NORTH BOUNDARY OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 10; THENCE ALONG SAID NORTH BOUNDARY, S.89°43'41"E., 39.80 FEET TO THE NORTHEAST CORNER OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 10; THENCE DEPARTING THE NORTH BOUNDARY OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 10, ALONG THE NORTH BOUNDARY OF THE S.E. 1/4 OF THE N.W. 1/4 OF SAID SECTION 10, S.89°23'14"E., 144.35 FEET TO THE WESTERLY BOUNDARY OF PARCEL 1 OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7454, PAGE 1470 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID WESTERLY BOUNDARY THE FOLLOWING SEVEN (7) COURSES: (1) N.46°00'14"E., 257.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 45°38'25", AND A CHORD BEARING AND DISTANCE OF N.23°09'57"E., 542.97 FEET; (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 557.60 FEET TO THE END OF SAID CURVE; (3) THENCE N.00°16'34"E., 73.91 FEET; (4) THENCE N.89°36'45"W., 30.01 FEET; (5) THENCE N.00°22'14"E., 260.07 FEET; (6) THENCE N.89°45'04"W., 504.78 FEET TO THE WEST BOUNDARY OF THE N.E. 1/4 OF THE N.W. 1/4 OF SAID SECTION 10; (7) THENCE CONTINUE ALONG THE WESTERLY BOUNDARY OF SAID LANDS AND THE WEST BOUNDARY OF THE N.E. 1/4 OF THE N.W. 1/4 OF SAID SECTION 10, N.00°28'51"E., 309.96 FEET TO THE NORTHEAST CORNER OF THE N.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 10; THENCE DEPARTING THE WEST BOUNDARY OF THE N.E. 1/4 OF THE N.W. 1/4 OF SAID SECTION 10 AND THE WESTERLY BOUNDARY OF SAID LANDS, ALONG THE NORTH BOUNDARY OF THE N.E. 1/4 OF THE N.W. 1/4 OF SAID SECTION 10, THE FOLLOWING TWO (2) COURSES: (1) S.89°48'54"E., 801.13 FEET; (2) THENCE S.89°35'46"E., 354.91 FEET TO THE WESTERLY RIGHT OF WAY LINE OF N.W. 44TH AVENUE (100 FOOT RIGHT OF WAY); THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES: (1) S.08°02'38"E., 377.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 905.00 FEET, A CENTRAL ANGLE OF 08°31'31", AND A CHORD BEARING AND DISTANCE OF S.03°46'32"E., 134.53 FEET; (2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE

AND RIGHT OF WAY LINE, A DISTANCE OF 134.66 FEET TO THE END OF SAID CURVE; (3) THENCE S.00°28'47"W., 1,585.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 905.00 FEET, A CENTRAL ANGLE OF 57°09'34", AND A CHORD BEARING AND DISTANCE OF S.29°03'58"W., 865.87 FEET; (4) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 902.85 FEET TO THE END OF SAID CURVE; (5) THENCE S.57°38'10"W., 477.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,005.00 FEET, A CENTRAL ANGLE OF 57°07'57", AND A CHORD BEARING AND DISTANCE OF S.29°04'34"W., 961.13 FEET; (6) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 1,002.14 FEET TO THE END OF SAID CURVE; (7) THENCE S.00°10'19"E., 19.67 FEET TO THE SOUTH BOUNDARY OF THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, ALONG THE SOUTH BOUNDARY OF THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 10, N.89°35'27"W., 1,275.44 FEET TO THE SOUTHWEST CORNER OF THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 10, N.00°34'42"E., 1,321.94 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 128.52 ACRES, MORE OR LESS.