

Project: Site Plan #
Property Appraiser's Parcel ID No.: 24256-003-00

Prepared by/Return to:

Tracy L. Taylor
City of Ocala
City Engineer's Office - Real Estate Division
1805 NE 30 Ave., Bldg. 700
Ocala, Florida 34470

GRANT OF GENERAL UTILITY EASEMENT

THIS INDENTURE, made this ____ day of _____, 2023, by MHC Spanish Oaks, L.L.C., a Delaware limited liability company, whose address is: Two North Riverside Plaza, Suite 800, Chicago, IL 60606 hereinafter called the Grantor* and the City of Ocala, a Florida municipal corporation, whose address is: 1805 NE 30 Avenue, Building 700, Ocala, Florida 34470, hereinafter called the Grantee*.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, 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 perpetual nonexclusive easement for the construction, operation and maintenance of utilities provided by Grantee, and related facilities including, without limitation, above-ground and underground sanitary sewer lines and systems (all of which items to be located in the easement area being referred to as the "facilities") over, under, across and on the following described land (the "easement area"), situated, lying and being in Marion County, Florida:

SEE ATTACHED EXHIBIT "A"

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; (b) 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 reasonable opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the facilities, improve, construct, repair, maintain, rebuild, relocate (with Grantor's prior approval, which will not unreasonably be withheld), remove and provide access and service to the facilities; (c) the right to decrease or increase, or to change the quantity and type of, the facilities; and (d) 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 such easement for the purposes described above. No buildings, structures, or obstacles (except fences) within the easement area shall be located, constructed, excavated or created within the easement area. Any proposed fence installation with appropriate gates must be approved by the City of Ocala Engineering Department and must allow ready access to Grantee's facilities. The nonexclusive easements granted herein shall be subject to any and all existing easements, rights of way, covenants, liens, and other encumbrances affecting the property.

* Wherever the context so admits or requires, the terms "Grantor" and "Grantee" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations.

Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whosoever.

The facilities shall be installed in locations reasonably acceptable to Grantor, which do not interfere with Grantor's operations on said real property in which the easement area is located.

Grantee agrees that it shall at all times in the easement area and at its sole cost and expense comply with all applicable laws, codes, and ordinances.

Following any work by Grantee in the easement area, Grantee shall return the surface of the property to substantially the same condition as existed prior to Grantee's work. Grantee, and its successors, grantees, and assigns, shall indemnify and defend (at the option of Grantor and hold harmless Grantor and its directors, officers, shareholders, agents, employees, contractors, successors, grantees, and assigns, from and against any and all liabilities, obligations, losses, expenses (including reasonable attorneys' fees), claims, judgments, suits, or damages of any kind whatsoever, incident to or which may arise from or is alleged to arise in any manner from the exercise of Grantee's rights under this easement or related to the use of the Grantor's property by Grantee or its employees, agents, contractors or invitees.

Grantee shall purchase and maintain insurance policies providing the types of coverage and limits of liability set forth below. Grantee warrants that such coverages are in place and are afforded by a carrier rated "excellent" or "A" or better by AM Best. These policies shall waive subrogation against Grantor and be primary to any of Grantor's insurance. Grantee shall provide Grantor with a certificate of insurance evidencing the above coverage upon the recordation of this easement upon each renewal of said policies. These certificates shall state that coverage cannot be canceled or reduced until 30 days prior notice has been given to Grantor. Grantee agrees that the foregoing insurance coverage will not limit Grantee's responsibility to indemnify Grantor and hold it harmless as provided herein.

Commercial General Liability, including premises and operations liability, contractual liability, personal injury liability, products and completed operations liability and broad form property damage liability, with limits of liability no less than \$1,000,000 bodily injury and property damage combined per occurrence.

Commercial Automobile Liability with limit of liability no less than \$1,000,000 combined single limit.

Workers' Compensation in compliance with state requirements and including at least \$100,000 employer's liability.

Grantee shall name the following parties as additional insureds for both ongoing and completed operations on the Commercial General Liability policy: Grantor, MHC Spanish Oaks, L.L.C.; Equity LifeStyle Properties, Inc.; Realty Systems, Inc.; and their respective subsidiaries, affiliates, shareholders, beneficiaries, partners, nominees, agents, associated entities and trusts; and the respective officers and directors of each. Upon the execution of this Agreement and subsequently upon the renewal of coverage, Grantee shall provide Grantor with written proof of additional insured coverage in the form of an Additional Insured Endorsement or similar reliable proof, which must specifically name the additional insureds.

Project: Site Plan #
Property Appraiser's Parcel ID No.: 24256-003-00

This easement shall terminate without further action by either party in the event Grantee no longer offers wastewater services to Grantor's property.

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

MHC Spanish Oaks, L.L.C., a Delaware limited liability company

By: _____
(Signature)

(Printed Name)

As its _____

Signed, sealed and delivered in the presence of:

Witness

Printed Name

Witness

Printed Name

Project:
Project Parcel No.:
Property Appraiser's Parcel ID No.:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this ____ day of _____, 2021, by _____, as
_____ for _____, a
_____.

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 blanks below).

Type of Identification Produced: _____

Project:
Project Parcel No.:
Property Appraiser's Parcel ID No.:

EXHIBIT A

PARCEL I:

Commence at the Northeast corner of Section 3, Township 15 South, Range 22 East; thence N. 89°50'21" W., 30.00 feet; thence S. 00°11'08" W., 30.00 feet to the Point of Beginning; thence continue S. 00°11'08" W., along the West right-of-way line for Citrus Drive (36th Avenue NE-60 feet wide), 1602.94 feet to the North boundary of Booster Stadium; thence N. 89°57'55" W., 1383.11 feet along the North boundary of the Booster Stadium; thence S. 01°02'56" E., along the West boundary of the Booster Stadium, 709.01 feet to a point on the Northeasterly right-of-way line of a Florida Power Corporation easement (200 feet wide); thence along said right-of-way line N. 68°50'33" W., 1892.90 feet to the Eastern right-of-way line of a Florida Power Corporation easement (150 feet wide); thence along said Florida Power Corporation easement N. 00°20'57" E., 183.24 feet to the South boundary of the Northeast 1/4 of the Northwest 1/4 of Section 3, Township 15 South, Range 22 East, Marion County, Florida and the South boundary of Carol Estates as recorded in Plat Book V, pages 26, 27 and 28 of the public records of Marion County, Florida; thence N. 88°45'12" E., along the South boundary of the Northeast 1/4 of the Northwest 1/4 of Section 3, Township 15 South, Range 22 East, Marion County, Florida and the South boundary of Carol Estates as recorded in Plat Book V, pages 26, 27 and 28 of the public records of Marion County, Florida, 551.17 feet to the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 3; thence N. 88°45'25" E., along the South boundary of the Northwest 1/4 of the Northeast 1/4 of Section 3, Township 15 South, Range 22 East, Marion County, Florida and the South boundary of Carol Estates as recorded in Plat Book V, pages 26, 27 and 28 of the public records of Marion County, Florida, 1307.29 feet to the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 3; thence N. 00°11'08" E., along the West boundary of the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 15 South, Range 22 East and the Eastern boundary of Carol Estates, 1409.30 feet to the South right-of-way line of Joy Avenue (35th Street NE-60 feet wide); thence S. 89°50'21" E., along the South right-of-way line of Joy Avenue, 1276.90 feet to the Point of Beginning.

PARCEL II:

A nonexclusive easement for utilities and utility service over and across Lots 14, 15, 16, 17, 19, 20, 21, 22, 23, 25 and 26 of Carol Estates recorded in Plat Book V, Pages 26-28 of the Public Records of Marion County, Florida, as set forth in that certain Boundary Agreement and Easement Agreement dated February 1, 1990, recorded August 30, 1990 in Official Record Book 1681, Page 95 of the Public Records of Marion County, Florida.