

RETURN TO:
City of Ocala
1805 NE 30th Avenue Building #700
Ocala, FL 34470

PREPARED BY:
Robert W. Batsel, Jr., Esq.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

NOTE TO RECORDING CLERK: Pursuant to Florida Administrative Code 12B-4.014(2)(a), these easements are conveyed in exchange for \$0 consideration and is not subject to documentary stamp tax.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made and entered as of November ____, 2022 (“Effective Date”), by and between **City of Ocala, a Florida municipal corporation**, whose mailing address is 110 SE Watula Avenue, Ocala, FL 34471 (“City”), and **HIDDEN VILLAGE HOMEOWNERS’ ASSOCIATION OF OCALA, INC., a Florida not for profit corporation**, whose address is 1700 SE 27th Loop, Ocala, FL 34471 (“Hidden Village”).

WITNESSETH:

WHEREAS, Hidden Village is the owner of certain property located in Marion County, Florida, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Hidden Village Property”);

WHEREAS, Hidden Village has constructed certain improvements on the Hidden Village Property including drainage retention areas and appurtenant swales, inlets, and pipes (“DRAs”);

WHEREAS, simultaneously herewith, Hidden Village has conveyed a portion of the Hidden Village Property, consisting of all road improvements and the real property upon which they are located (“City ROW”), to the City, and the City has agreed to accept and maintain such property and road improvements;

WHEREAS, Hidden Village has agreed to provide to City the right to utilize the DRAs for the purpose of storing, detaining, and retaining stormwater runoff from the City ROW;

WHEREAS, the parties desire for Hidden Village to retain responsibility for maintenance of private improvements described herein; and

WHEREAS, in connection with and in addition to the foregoing, City and Hidden Village desire to clarify their respective rights and obligations as set forth herein.

NOW THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and hereby incorporated into the terms of this Easement.

2. **Grant of Drainage Easement.**

(a) Hidden Village hereby grants and conveys to City, for the benefit of the City ROW, a non-exclusive drainage easement over, under and upon the Hidden Village Property, including the DRAs, for the purposes of (i) storing and holding stormwater; (ii) connecting, installing, maintaining, repairing and replacing related storm water collection facilities from City ROW or other City-owned property to the DRAs, and (iii) transmitting and collecting stormwater generated by the City ROW across, under and upon the Hidden Village Property and into the DRAs (the "Hidden Village Drainage Easement").

(b) Hidden Village shall be permitted to relocate any pipes, lines, equipment, or facilities associated with the DRAs or Hidden Village Drainage Easement, at Hidden Village's sole cost expense, provided that any such relocation shall not materially and adversely interfere with City's use of same.

(c) City and Hidden Village each hereby agree that it will not take any action that is inconsistent with or that would unreasonably interfere with the other party's use of the DRAs for the purposes specified herein; provided, however, that Hidden Village hereby reserves the right and privilege of using the Hidden Village Drainage Easement Area for any and all purposes not inconsistent with or which would not unreasonably interfere with City's use of the Hidden Village Drainage Easement Area or the Stormwater Pond. Additionally, City and Hidden Village each hereby agree that it will not take any action that violates any permit issued by applicable governmental agencies.

(d) Hidden Village shall be permitted to enlarge, reconfigure, and/or relocate the DRAs provided that such activity (i) shall not violate or affect any existing permit (unless Hidden Village is able to modify/amend such permit), (ii) shall at all times preserve the capacity required by the City ROW during such relocation and upon such reconfigured DRAs, and (iii) shall comply with any additional requirements from applicable governing authorities. In the event that it is necessary for the DRAs to be enlarged or reconfigured to accommodate the stormwater from the City ROW or the Hidden Village Property, the party causing such need or increased use shall be responsible for all costs associated with the improvements to the DRAs and the parties shall amend this Easement to reflect the modified location of the Hidden Village Drainage Easement area.

3. **Maintenance of the Drainage Easement.** Hidden Village shall be responsible for maintaining the improvements located within the DRAs (the "Drainage Improvements"), that serve the Hidden Village Property and the City ROW. Additionally, Hidden Village shall be responsible for maintaining the Hidden Village Drainage Easement Area. In the event that any portion of the Drainage Improvements requires maintenance, repair, replacement or removal, such work shall be performed by Hidden Village in a manner which shall limit, to the extent reasonably and commercially possible, interruptions to the City's use of the Hidden Village Drainage Easement.

4. **Blanket Easement - Signage.** Hidden Village hereby grants and conveys to City, for the benefit of the City ROW, a non-exclusive blanket easement over, under, and upon the Hidden Village Property, for the purposes of installation and maintenance of street signs deemed necessary by the City, in its sole discretion, to safely and properly manage traffic within the City ROW.

5. **Maintenance of Hidden Village Property – Subdivision Sign Improvements, Medians and Islands.** Hidden Village shall be responsible for maintaining all improvements existing over, under, and upon the Hidden Village Property other than roads, including subdivision sign improvements, landscaping, and irrigation located within the City ROW ("Private Improvements"). In the event that any portion of the

Private Improvements requires maintenance, repair, replacement or removal, such work shall be performed by Hidden Village in a manner which shall limit, to the extent reasonably and commercially possible, interruptions to the City's use of the City ROW.

6. **Duration of Easements.** All covenants, rights and obligations hereby granted, created and declared shall exist for the benefit of the City Property and the Hidden Village Property, respectively, in perpetuity and may not be changed, amended, modified, canceled or terminated other than as expressly provided herein, except by an instrument in writing executed by both parties hereto, and recorded among the public records of Marion County, Florida.

7. **Private Easement.** This Easement is not a public easement but is for the specific and sole use of City for the limited purposes set forth herein.

8. **Incidental Rights.** The easements and rights of use hereby created and conveyed include all incidental rights reasonably necessary for the use and enjoyment of the easements for their intended purposes. All rights not expressly granted hereunder are expressly reserved to the owner of the property encumbered by such easement.

9. **Successors.** The easements, covenants, rights and obligations hereby granted, created and declared shall run with and be appurtenant to the land herein described, and shall run with said lands forever and be binding upon and inure to the benefit of and be enforced by all the parties hereto and their respective successors, unless the same are terminated as provided herein. With or without specific reference thereto, the conveyance of an interest in any portion of the City Property or the Hidden Village Property shall be subject to the respective burdens and benefits of this Easement to the same extent as if all of the terms of this instrument were set forth in such conveyance in full. Both City and Hidden Village acknowledge and agree that the lien of any mortgage of either of them, which encumbers the City ROW or the Hidden Village Property, respectively, shall encumber such party's easement interest hereunder only and shall not encumber the fee title to such other party's property.

10. **Attorneys' Fees.** In the event of any dispute concerning the interpretation or enforcement of the terms hereof, the prevailing party in any such dispute shall be entitled to recover from the non-prevailing party all costs and expenses incurred in connection therewith, including but not limited to reasonable attorneys' fees, paralegals' fees and expenses incurred prior to trial, at trial, on appeal and in connection with any administrative or bankruptcy proceedings.

11. **Governing Law.** This Easement and the provisions contained herein shall be construed and interpreted in accordance with and controlled and governed by the laws of the State of Florida.

12. **Entire Agreement.** This Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof.

13. **Miscellaneous.** City and Hidden Village each hereby represents and warrants that it has full right, power, and authority to enter into this Easement and that the person executing this Easement on behalf of City and Hidden Village, respectively, is duly authorized to do so. This Easement may be executed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. Each party has participated fully in the review and drafting of this Easement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Easement.

14. **Notices.** All notices required under this Easement shall be in writing and shall be given by hand delivery, acknowledged electronic transmission, overnight delivery service (e.g. Federal Express/United Parcel Service), or United States mail, first class postage prepaid addressed as follows (or to any such other address or officer as either party may designate in writing):

City: City of Ocala
1805 NE 30th Avenue Building #700
Ocala, FL 34470

Hidden Village: HIDDEN VILLAGE HOMEOWNERS ASSOCIATION OF OCALA, INC.
c/o Nick D'Altilio, President
1700 SE 27th Loop
Ocala, FL 34471

[Signatures to appear on the following page(s)]

IN WITNESS WHEREOF, the parties have executed this Joint Retention Easement Agreement in manner and form sufficient to bind them as of the day and year first written above.

CITY:

City of Ocala, a Florida municipal corporation

This contract is ratified and accepted
by the City of Ocala City Council
on _____

James P. Hilty, Sr., City Council

Attest:

President Date: _____

Angel B. Jacobs, City Clerk

Approved as to form and legality:

William 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 _____, 2022, by Ire Bethea, as City Council President of City of Ocala, a Florida municipal corporation, on behalf of such municipal corporation.

Personally Known _____ or
Produced Identification _____
Type of Identification Produced:

Notary Public, State of _____
Name: _____
My Commission Expires: _____
My Commission Number is: _____

SELLER

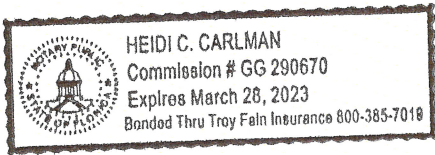
HIDDEN VILLAGE HOMEOWNERS
ASSOCIATION OF OCALA, INC.,
a Florida not for profit corporation

By: Nick D'Altilio
Nick D'Altilio, as President

Robert W. Bassel, Jr.
Witness Signature
ROBERT W. BASSEL, JR.
Witness Printed Name
Heidi C. Carlman
Witness Signature
HEIDI C. CARLMAN
Witness Printed Name

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of December, 2022, by Nick D'Altilio, as President of **HIDDEN VILLAGE HOMEOWNERS ASSOCIATION OF OCALA, INC., a Florida not or profit corporation.**



Heidi C. Carlman
Notary Public, State of Florida
Name: HEIDI C. CARLMAN
(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: FL Drivers License

EXHIBIT A

**HIDDEN VILLAGE PATIO HOMES
CONVERSION FROM PRIVATE TO PUBLIC RIGHT-OF-WAY
S.E. 27TH STREET & S.E. 27TH LOOP
(A PORTION OF MARION COUNTY PARCEL 29865-000-00)**

DESCRIPTION

THE ROADS RIGHT-OF-WAY IDENTIFIED AS S.E. 27TH STREET (60 FEET WIDE) AND S.E. 27TH LOOP (GENERALLY 26 FEET WIDE) AS ASSOCIATED WITH THE HIDDEN VILLAGE PATIO HOMES DEVELOPMENT, BEING A PORTION OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2380, AT PAGE 787, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID RIGHT-OF-WAY LYING IN THE NW 1/4 OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS (IT BEING THE EXPRESS INTENT THAT THE PERIMETER LINES OF THE HEREIN DESCRIBED RIGHT-OF-WAY SHALL INTERMITTENTLY (ON A UNIT-BY-UNIT BASIS AS APPLICABLE) RUN TO AND ALONG AND SHALL BE CONTIGUOUS WITH THE ABUTTING BOUNDARY LINE SEGMENT(S) OF EACH RESIDENTIAL UNIT LYING WITHIN SAID HIDDEN VILLAGE PATIO HOMES DEVELOPMENT AS DESCRIBED IN THE FOLLOWING WARRANTY DEEDS RECORDED IN THE OFFICIAL RECORDS BOOKS OF SAID COUNTY: BOOK 1973, PAGE 1040 (AS TO UNIT 1); BOOK 1987, PAGE 1329 (AS TO UNIT 2); BOOK 2072, PAGE 1896 (AS TO UNIT 3); BOOK 2015, PAGE 496 (AS TO UNIT 4); BOOK 1894, PAGE 1529 (AS TO UNIT 5); BOOK 1947, PAGE 1861 (AS TO UNIT 6); BOOK 2197, PAGE 362 (AS TO UNIT 7); BOOK 2177, PAGE 1067 (AS TO UNIT 8); BOOK 2189, PAGE 1897 (AS TO UNIT 9); (NO UNIT 10); BOOK 2242, PAGE 753 (AS TO UNIT 11); BOOK 2273, PAGE 994 (AS TO UNIT 12); BOOK 2242, PAGE 715 (AS TO UNIT 13); BOOK 2242, PAGE 584 (AS TO UNIT 14); BOOK 2460, PAGE 1639 (AS TO UNIT 15); BOOK 2453, PAGE 973 (AS TO UNIT 16); BOOK 2461, PAGE 305 (AS TO UNIT 17); BOOK 2454, PAGE 1889 (AS TO UNIT 18); BOOK 2483, PAGE 355 (AS TO UNIT 19); (NO UNIT 20); BOOK 2318, PAGE 1542 (AS TO UNIT 21); BOOK 2313, PAGE 1234 (AS TO UNIT 22); BOOK 2345, PAGE 1055 (AS TO UNIT 23); BOOK 2303, PAGE 1288 (AS TO UNIT 24); (NO UNIT 25); BOOK 2176, PAGE 1609 (AS TO UNIT 26); BOOK 2148, PAGE 1287 (AS TO UNIT 27); BOOK 2144, PAGE 1480 (AS TO UNIT 28); BOOK 2074, PAGE 1208 (AS TO UNIT 29); BOOK 2071, PAGE 591 (AS TO UNIT 30); BOOK 2096, PAGE 28 (AS TO UNIT 31); BOOK 2072, PAGE 1902 AND BOOK 2097, PAGE 1097 (AS TO UNIT 32); BOOK 1842, PAGE 145 (AS TO UNIT 33); BOOK 1823, PAGE 138 (AS TO UNIT 34); BOOK 1854, PAGE 710 (AS TO UNIT 35); BOOK 1775, PAGE 1888 (AS TO UNIT 36); BOOK 1803, PAGE 1629 (AS TO UNIT 37); BOOK 1826, PAGE 606 (AS TO UNIT 38); BOOK 1771, PAGE 172 (AS TO UNIT 39); BOOK 1777, PAGE 179 (AS TO UNIT 40); BOOK 1780, PAGE 81 (AS TO UNIT 41); BOOK 2157, PAGE 536 (AS TO UNIT 42); BOOK 2172, PAGE 110 (AS TO UNIT 43); BOOK 2256, PAGE 570 (AS TO UNIT 44); BOOK 2281, PAGE 201 (AS TO UNIT 45); BOOK 2147, PAGE 1247 (AS TO UNIT 46); BOOK 2378, PAGE 977 (AS TO UNIT 47); BOOK 2384, PAGE 136 (AS TO UNIT 48); BOOK 2368, PAGE 1796 (AS TO UNIT 49); BOOK 2390, PAGE 2004 (AS TO UNIT 50); BOOK 1952, PAGE 205 (AS TO UNIT 51); BOOK 1787, PAGE 1142 (AS TO UNIT 52); BOOK 1819, PAGE 1556 (AS TO UNIT 53); BOOK 1998, PAGE 578 AND BOOK 2005, PAGE 1632 (AS TO UNIT 54); BOOK 1794, PAGE 712 (AS TO UNIT 55); BOOK 1854, PAGE 716 (AS TO UNIT 56); BOOK 1737, PAGE 211 (AS TO UNIT 57); BOOK 2472, PAGE 715 (AS TO UNIT 58); AND BOOK 2247, PAGE 648 (AS TO THE HIDDEN VILLAGE PATIO HOMES DEVELOPMENT COMMUNITY CENTER):

COMMENCING AT THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST; THENCE S89°12'58"E, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, 804.20 FEET, TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2380, AT PAGE 787, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE S89°12'58"E, ALONG THE NORTH LINE OF SAID LANDS, 635.00 FEET, TO A CORNER OF SAID LANDS; THENCE S00°48'49"W, ALONG AN EAST LINE OF SAID LANDS, 282.50 FEET, TO A CORNER OF SAID LANDS AND TO THE **POINT OF BEGINNING**; THENCE N89°12'58"W, ALONG THE WESTERLY PROJECTION OF A NORTH LINE OF SAID LANDS AND ALONG THE NORTH RIGHT-OF-WAY LINE OF S.E. 27TH STREET (60 FEET WIDE), 80.59 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE DEPARTING SAID WESTERLY PROJECTION, NORTHWESTERLY, ALONG SAID CURVE, 38.34 FEET, THROUGH A CENTRAL ANGLE OF 87°52'16" AND A CHORD BEARING AND DISTANCE OF N45°16'50"W, 34.69 FEET, TO THE POINT OF COMPOUND CURVATURE WITH THE EXTERIOR RIGHT-OF-WAY LINE OF S.E. 27TH LOOP (GENERALLY 26 FEET WIDE), SAID EXTERIOR RIGHT-OF-WAY LINE BEING A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 147.00 FEET; THENCE NORTHERLY, ALONG SAID EXTERIOR RIGHT-OF-WAY LINE AND CURVE, 27.82 FEET, THROUGH A CENTRAL ANGLE OF 10°50'42" AND A CHORD BEARING AND DISTANCE OF N04°04'39"E, 27.78 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID EXTERIOR RIGHT-OF-WAY LINE THE FOLLOWING TWENTY (20) COURSES: (1) N09°30'00"E, 29.55 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 83.00 FEET; (2) THENCE ALONG SAID CURVE, NORTHWESTERLY, 139.79 FEET, THROUGH A CENTRAL ANGLE OF 96°30'00" AND A CHORD BEARING AND DISTANCE OF N38°45'00"W, 123.85 FEET, TO THE POINT OF TANGENCY THEREOF; (3) THENCE N87°00'00"W, 147.85 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 113.00 FEET; (4) THENCE ALONG SAID CURVE, WESTERLY, 19.72 FEET, THROUGH A CENTRAL ANGLE OF 10°00'00" AND A CHORD BEARING AND DISTANCE OF S88°00'00"W, 19.70 FEET, TO THE POINT OF TANGENCY THEREOF; (5) THENCE S83°00'00"W, 88.94 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 73.00 FEET; (6) THENCE SOUTHWESTERLY, ALONG SAID CURVE, 90.46 FEET, THROUGH A CENTRAL ANGLE OF 71°00'00" AND A CHORD BEARING AND DISTANCE OF S47°30'00"W, 84.78 FEET, TO THE POINT OF TANGENCY THEREOF; (7) THENCE S12°00'00"W, 100.63 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 313.00 FEET; (8) THENCE SOUTHERLY, ALONG SAID CURVE, 185.74 FEET, THROUGH A CENTRAL ANGLE OF 34°00'00" AND A CHORD BEARING AND DISTANCE OF S05°00'00"E, 183.02 FEET, TO THE POINT OF TANGENCY THEREOF; (9) THENCE S22°00'00"E, 7.61 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 93.00 FEET; (10) THENCE SOUTHEASTERLY, ALONG SAID CURVE, 95.77 FEET, THROUGH A CENTRAL ANGLE OF 59°00'00" AND A CHORD BEARING AND DISTANCE OF S51°30'00"E, 91.59 FEET, TO THE POINT OF TANGENCY THEREOF; (11) THENCE S81°00'00"E, 79.04 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 113.00 FEET; (12) THENCE EASTERLY, ALONG SAID CURVE, 23.67 FEET, THROUGH A CENTRAL ANGLE OF 12°00'00" AND A CHORD BEARING AND DISTANCE OF S87°00'00"E, 23.62 FEET, TO THE POINT OF TANGENCY THEREOF; (13) THENCE N87°00'00"E, 143.56 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 83.00 FEET; (14) THENCE NORTHEASTERLY, ALONG SAID CURVE, 81.02

FEET, THROUGH A CENTRAL ANGLE OF $55^{\circ}55'46''$ AND A CHORD BEARING AND DISTANCE OF $N59^{\circ}02'07''E$, 77.84 FEET, TO A NON-TANGENT INTERSECTION WITH THE WESTERLY PROJECTION OF A SOUTH LINE OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1854, AT PAGE 710, OF SAID PUBLIC RECORDS (NOW HEREINAFTER REFERRED TO AS SAID LANDS AND ALSO IDENTIFIED AS UNIT 35 OF HIDDEN VILLAGE PATIO HOMES); (15) THENCE $S89^{\circ}06'21''E$, ALONG SAID WESTERLY PROJECTION, 0.12 FEET, TO THE WESTERNMOST CORNER OF SAID LANDS AND A NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 83.10 FEET; (16) THENCE NORTHEASTERLY, ALONG SAID CURVE, 57.33 FEET, THROUGH A CENTRAL ANGLE OF $39^{\circ}31'49''$ AND A CHORD BEARING AND DISTANCE OF $N11^{\circ}15'55''E$, 56.20 FEET, TO THE POINT OF TANGENCY THEREOF; (17) THENCE $N08^{\circ}30'00''W$, 29.67 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 146.90 FEET; (18) THENCE NORTHERLY, ALONG SAID CURVE, 21.28 FEET, THROUGH A CENTRAL ANGLE OF $08^{\circ}17'58''$ AND A CHORD BEARING AND DISTANCE OF $N04^{\circ}21'01''W$, 21.26 FEET, TO THE WESTERNMOST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1826, PAGE 606 (NOW HEREINAFTER REFERRED TO AS SAID LANDS AND ALSO IDENTIFIED AS UNIT 38 OF HIDDEN VILLAGE PATIO HOMES) AND A NON-TANGENT INTERSECTION WITH THE WESTERLY PROJECTION OF A NORTH LINE OF SAID LANDS; (19) THENCE $N89^{\circ}06'25''W$, ALONG SAID WESTERLY PROJECTION, 0.10 FEET, TO A NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 147.00 FEET; (20) THENCE NORTHERLY, ALONG SAID CURVE, 4.04 FEET, THROUGH A CENTRAL ANGLE OF $01^{\circ}34'35''$ AND A CHORD BEARING AND DISTANCE OF $N00^{\circ}35'19''E$, 4.04 FEET, TO THE POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE DEPARTING SAID EXTERIOR RIGHT-OF-WAY LINE, NORTHEASTERLY, ALONG SAID CURVE, 39.01 FEET, THROUGH A CENTRAL ANGLE OF $89^{\circ}24'25''$ AND A CHORD BEARING AND DISTANCE OF $N46^{\circ}04'49''E$, 35.17 FEET, TO THE POINT OF TANGENCY THEREOF WITH THE WESTERLY PROJECTION OF A SOUTH LINE OF THE AFOREMENTIONED LANDS RECORDED IN OFFICIAL RECORDS BOOK 2380, AT PAGE 787 (NOW HEREINAFTER REFERRED TO AS SAID LANDS), AND WITH THE SOUTH RIGHT-OF-WAY LINE OF AFOREMENTIONED S.E. 27TH STREET (60 FEET WIDE); THENCE $S89^{\circ}12'58''E$, ALONG SAID WESTERLY PROJECTION AND SOUTH RIGHT-OF-WAY LINE, 81.45 FEET, TO A CORNER OF SAID LANDS; THENCE CONTINUE $S89^{\circ}12'58''E$, ALONG A SOUTH LINE OF SAID LANDS AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 449.21 FEET, TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF S.E. 18TH AVENUE (A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH, FORMERLY 60 FEET WIDE) AND TO A CORNER OF SAID LANDS; THENCE $N00^{\circ}51'01''W$, ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG THE EAST LINE OF SAID LANDS (SAID EAST LINE LYING 30 FEET WEST OF, AS MEASURED PERPENDICULARLY TO AND RUNNING PARALLEL WITH, THE CENTERLINE OF SAID S.E. 18TH AVENUE), 30.01 FEET, TO ITS INTERSECTION WITH THE CENTERLINE OF THE AFOREMENTIONED S.E. 27TH STREET; THENCE $N89^{\circ}12'58''W$, ALONG SAID CENTERLINE AND ITS WESTERLY PROJECTION, 576.60 FEET, TO ITS NON-TANGENT INTERSECTION WITH THE INTERIOR RIGHT-OF-WAY LINE OF THE AFOREMENTIONED S.E. 27TH LOOP, SAID INTERIOR RIGHT-OF-WAY LINE BEING A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 147.00 FEET; THENCE SOUTHERLY, ALONG SAID INTERIOR RIGHT-OF-WAY LINE AND CURVE, 12.66 FEET, THROUGH A CENTRAL ANGLE OF $04^{\circ}56'01''$ AND A CHORD BEARING AND DISTANCE OF $S04^{\circ}01'59''W$, 12.65 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID INTERIOR RIGHT-OF-WAY LINE THE FOLLOWING TWENTY (23) COURSES: (1) $S06^{\circ}30'00''W$, 26.53 FEET, TO THE POINT OF CURVATURE

WITH A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 173.00 FEET; (2) THENCE SOUTHERLY, ALONG SAID CURVE, 1.54 FEET, THROUGH A CENTRAL ANGLE OF 00°30'31" AND A CHORD BEARING AND DISTANCE OF S06°14'44"W, 1.54 FEET, TO A NON-TANGENT INTERSECTION WITH THE EASTERLY PROJECTION OF A NORTH LINE OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2472, PAGE 715, OF SAID PUBLIC RECORDS (NOW HEREINAFTER REFERRED TO AS SAID LANDS AND ALSO IDENTIFIED AS UNIT 58 OF HIDDEN VILLAGE PATIO HOMES); (3) THENCE N89°12'07"W, ALONG SAID EASTERLY PROJECTION, 0.10 FEET, TO THE EASTERNMOST CORNER OF SAID LANDS AND THE NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 173.10 FEET; (4) THENCE SOUTHERLY, ALONG SAID CURVE, 43.77 FEET, THROUGH A CENTRAL ANGLE OF 14°29'18" AND A CHORD BEARING OF S01°15'21"E, 43.65 FEET, TO THE POINT OF TANGENCY THEREOF; (5) THENCE S08°30'00"E, 29.67 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 56.90 FEET; (6) THENCE SOUTHEASTERLY, ALONG SAID CURVE, 6.47 FEET, THROUGH A CENTRAL ANGLE OF 06°31'03" AND A CHORD BEARING AND DISTANCE OF S05°14'29"E, 6.47 FEET, TO THE EASTERNMOST CORNER OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1854, AT PAGE 716, OF SAID PUBLIC RECORDS (NOW HEREINAFTER REFERRED TO AS SAID LANDS AND ALSO IDENTIFIED AS UNIT 56 OF HIDDEN VILLAGE PATIO HOMES) AND TO THE NON-TANGENT INTERSECTION WITH THE EASTERLY PROJECTION OF A SOUTH LINE OF SAID LANDS; (7) THENCE S89°12'07"E, ALONG SAID EASTERLY PROJECTION, 0.10 FEET, TO ITS NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 57.00 FEET; (8) THENCE SOUTHWESTERLY, ALONG SAID CURVE, 88.52 FEET, THROUGH A CENTRAL ANGLE OF 88°58'40" AND A CHORD BEARING AND DISTANCE OF S42°30'40"W, 79.89 FEET, TO THE POINT OF TANGENCY THEREOF; (9) THENCE S87°00'00"W, 143.56 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 87.00 FEET; (10) THENCE WESTERLY, ALONG SAID CURVE, 18.22 FEET, THROUGH A CENTRAL ANGLE OF 12°00'00" AND A CHORD BEARING AND DISTANCE OF N87°00'00"W, 18.19 FEET, TO THE POINT OF TANGENCY THEREOF; (11) THENCE N81°00'00"W, 79.04 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 67.00 FEET; (12) THENCE NORTHWESTERLY, ALONG SAID CURVE, 68.99 FEET, THROUGH A CENTRAL ANGLE OF 59°00'00" AND A CHORD BEARING AND DISTANCE OF N51°30'00"W, 65.98 FEET, TO THE POINT OF TANGENCY THEREOF; (13) THENCE N22°00'00"W, 7.61 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 287.00 FEET; (14) THENCE NORTHERLY, ALONG SAID CURVE, 170.31 FEET, THROUGH A CENTRAL ANGLE OF 34°00'00" AND A CHORD BEARING AND DISTANCE OF N05°00'00"W, 167.82 FEET, TO THE POINT OF TANGENCY THEREOF; (15) THENCE N12°00'00"E, 100.63 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 47.00 FEET; (16) THENCE NORTHEASTERLY, ALONG SAID CURVE, 58.24 FEET, THROUGH A CENTRAL ANGLE OF 71°00'00" AND A CHORD BEARING AND DISTANCE OF N47°30'00"E, 54.59 FEET, TO THE POINT OF TANGENCY THEREOF; (17) THENCE N83°00'00"E, 88.94 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 87.00 FEET; (18) THENCE EASTERLY, ALONG SAID CURVE, 15.18 FEET, THROUGH A CENTRAL ANGLE OF 10°00'00" AND A CHORD BEARING AND DISTANCE OF N88°00'00"E, 15.17 FEET, TO THE POINT OF TANGENCY THEREOF; (19) THENCE S87°00'00"E, 147.85 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 57.00 FEET; THENCE SOUTHEASTERLY, ALONG SAID CURVE, 96.00 FEET,

THROUGH A CENTRAL ANGLE OF 96°30'00" AND A CHORD BEARING AND DISTANCE OF S38°45'00"E, 85.05 FEET, TO THE POINT OF TANGENCY THEREOF; (20) THENCE S09°30'00"W, 29.55 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 173.00 FEET; (21) THENCE SOUTHERLY, ALONG SAID CURVE, 39.25 FEET, THROUGH A CENTRAL ANGLE OF 13°00'00" AND A CHORD BEARING AND DISTANCE OF S03°00'00"W, 39.17 FEET, TO THE POINT OF TANGENCY THEREOF; (22) THENCE S03°30'00"E, 33.72 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 147.00 FEET; (23) THENCE SOUTHERLY, ALONG SAID CURVE, 13.00 FEET, THROUGH A CENTRAL ANGLE OF 05°03'59" AND A CHORD BEARING AND DISTANCE OF S00°58'01"E, 12.99 FEET, TO THE AFOREMENTIONED NON-TANGENT INTERSECTION WITH THE WESTERLY PROJECTION OF THE CENTERLINE OF S.E. 27TH STREET; THENCE DEPARTING SAID INTERIOR RIGHT-OF-WAY LINE OF S.E. 27TH LOOP, S89°12'58"E ALONG SAID WESTERLY PROJECTION AND ALONG THE AFOREMENTIONED CENTERLINE OF S.E. 27TH STREET, 576.60 FEET, TO ITS INTERSECTION WITH THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF S.E. 18TH AVENUE AND TO THE AFOREMENTIONED EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2380, AT PAGE 787 (NOW HEREINAFTER REFERRED TO AS SAID LANDS); THENCE N00°51'01"W, ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG SAID EAST LINE, 30.01 FEET, TO A CORNER OF SAID LANDS; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE AND SAID EAST LINE, N89°12'58"W, ALONG A NORTH LINE OF SAID LANDS AND ALONG THE NORTH RIGHT-OF-WAY LINE OF AFOREMENTIONED S.E. 27TH STREET, 447.47 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 1.60 ACRES, MORE OR LESS.

THE FOREGOING DESCRIPTION WAS PREPARED TO DESCRIBE THE EXTENT OF LANDS FOR WHICH TITLE IS CURRENTLY VESTED INTO HIDDEN VILLAGE HOMEOWNERS ASSOCIATION OF OCALA, INC. (BY VIRTUE OF THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2380, PAGE 787, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA), PROPOSED FOR CONVEYANCE TO THE CITY OF OCALA TO BE SUBSEQUENTLY ESTABLISHED AS PUBLIC RIGHT-OF-WAY; REFER TO DRAWING 22-004162.01, DATED SEPTEMBER 13, 2022, FOR THE SKETCH OF THE DESCRIPTION.