

RETURN TO:

CITY OF OCALA, FLORIDA
REAL ESTATE DIVISION
ENGINEERING & WATER RESOURCES DEPT.
1805 N.E. 30TH AVENUE
BUILDING 700
OCALA, FLORIDA 34470

AGREEMENT CONCERNING PERPETUAL AERIAL ENCROACHMENT INTO EASEMENT

THIS AGREEMENT CONCERNING PERPETUAL AERIAL ENCROACHMENT INTO EASEMENT (this "Agreement") is entered into this _____ day of _____, 20_____, by and between the City of Ocala, a Florida municipal corporation, Grantor, hereafter referred to as ("City") and Kalasa Investments, LLC, a Florida limited liability company, Grantee, hereafter referred to as ("Owner").

WHEREAS:

- A. Owner owns real property (the "Owner Property") as described in the attached Exhibit 'A'.
- B. The City is the sole beneficial owner/holder of a certain Easement (Individual) affecting the Owner Property, recorded in Official Records Book 5341, Pages 1361-1367, public records of Marion County, Florida (the "Existing Easement").
- C. Owner, or its tenant(s), licensees or others holding the right to construct, maintain, operate and replace a billboard on the Owner Property (collectively, the "Allowed Encroachers") desire to construct a two (2) sided billboard (the "Structure") on the Owner Property, partly within the portion of the Owner Property encumbered by the Existing Easement (the "Encroachment Area").
- D. City agrees to allow the Structure to be constructed, operated, maintained and replaced within the Encroachment Area pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

- 1. **Agreements.** Owner and City acknowledges and agree as follows:
 - 1.1 The City hereby grants to the Allowed Encroachers a perpetual right and license to allow the Structure to encroach aurally into the Existing Easement within the Encroachment Area, as approximately depicted on Exhibit 'B', attached hereto and made a part hereof. Such encroachment shall be no less than twenty feet (20') above ground level.
 - 1.2 The City shall (notwithstanding the Structure) continue to have the right to utilize the Existing Easement for the purposes set forth in the Existing Easement, provided however that any allowed use does not interfere with the construction, maintenance, operation and/or replacement of the Structure.

- 1.3 This Agreement shall not constitute the basis for an estoppel or adverse possession claim against the City based on the location Structure within the Encroachment Area.
 - 1.4 Nothing in this Agreement shall alter the City's right to utilize the Existing Easement and Owner shall provide access to Encroachment Area through other portions of the Owner Property, if necessary.
 - 1.5 City represents and warrants to the Allowed Encroachers that, to the best of its knowledge, understanding and belief, it is the sole holder of the Existing Easement rights, and it is authorized to enter into this Agreement.
 - 1.6 The City shall be responsible for any damage to the Structure to the extent caused by the City or its employees, contractors or others that the City allows to enter into the Existing Easement. Any of the Allowed Encroachers that are using the Encroachment Area shall be responsible for any damage to the City's facilities in the Encroachment Area to the extent caused by the Allowed Encroacher.
 - 1.7 The Structure will be constructed as approximately depicted on Exhibit 'B' hereto.
 - 1.8 This Agreement only deals with the matters set forth herein.
2. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY; WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS Written EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
3. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable

attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

4. **Successors and Assigns.** All covenants, Agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors of the parties to this Agreement, including successors in title as to the Owner Property. This Agreement shall run with and benefit the Owner Property in perpetuity.
5. **Entire Understanding.** This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations (if any) made by and between the parties.
6. **Amendments.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

(Signatures and acknowledgments on following pages)

IN WITNESS WHEREOF, Grantor (the City) has caused these presents to be duly signed the day and year first above written.

ATTEST/WITNESS:

**City of Ocala,
A Florida municipal corporation:**

(signature)

By: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

Witnessed/Approved as to form and legality:

(signature)

PRINT: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by _____.

Notary Public, State of Florida
Name: _____
Commission No. _____
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: _____

IN WITNESS WHEREOF, Grantee has caused these presents to be duly signed the day and year first above written.

WITNESS:

[Signature]
(signature)

PRINT: DAWN TOTTEL

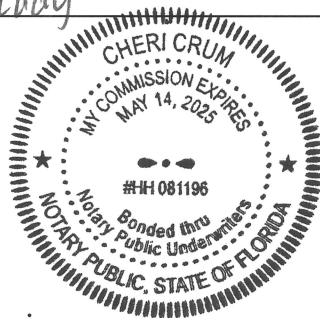
[Signature]
(signature)

PRINT: Cheri Crum

STATE OF Florida

COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of October, 2023, by Kavitha Reddy.



Kalasa Investments, LLC

a Florida limited liability company:

By: Kavitha Reddy

PRINT: KAVITHA REDDY

TITLE: MANAGER

[Signature]
Notary Public, State of Florida

Name: Cheri Crum

Commission No. #H081196

Commission Expires: 5-14-25

Notary: Check one of the following:

☒ Personally known OR

☐ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____

EXHIBIT 'A'

Parcel 1, OAK RIDGE BUSINESS CENTER III, according to the plat thereof as recorded in Plat Book 12, Page 41, of the public records of Marion County, Florida.

