

Return to:

Tracy 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 4th day of December, 2025 by Cincinnati Capital Partners 521 LLC, a Florida limited liability company, whose address is: 1202 N Magnolia Ave, Ocala, FL 34475, 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 and non-exclusive easement for the construction, operation and maintenance of utilities provided by Grantee, and related facilities including, without limitation, above-ground and underground water, sanitary sewer, storm water and electric transmission or distribution 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"), situate, lying and being in Marion County, Florida:

All of Grantor's right, title in the easement area more particularly described in the attached Exhibit "A-1", and depicted in the attached Exhibit "A-2"

The easement rights specifically include: (a) the right of perpetual and non-exclusive 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 opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the facilities improve, construct, repair, maintain, rebuild, relocate, 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; (d) the right to permit any contractor or subcontractor of Grantee to attach lines or wires to such facilities and lay cable within the easement area; and (e) 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 (including, but not limited to, fences, landscaping, parking areas, drive aisles, sidewalks, lighting facilities and irrigation systems) shall be located, constructed, excavated, or created within the easement area by Grantor unless approved by the City of Ocala Engineering Department. Grantee and The City of Ocala Engineering Department agree to not unreasonably withhold their approval of the location, construction, excavation, or creation of such buildings, structures, or obstacles within the easement area. If Grantee damages any such improvements made by Grantor which were previously approved by the City of Ocala Engineering Department, Grantee shall promptly repair such damage. Grantee shall not be liable for any damage to or responsible for any repairs of improvements made by Grantor which were not previously approved by the City of Ocala Engineering Department.

* 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.

Subsequent to the execution of this easement and subject to Grantee's approval, Grantor may request that Grantee relocate its facilities over, under and upon subject parcel at the sole expense of Grantor and Grantee agrees to not unreasonably withhold its approval of such relocation. In the event of such relocation, the vacated portion of this easement shall be released by Grantee to Grantor and the site of the relocated facilities being conveyed shall be included in this easement grant as though it had been included ab initio.

Whenever any notice, demand, consent, delivery or request is required or permitted hereunder, it shall be in writing and shall be deemed to have been properly given or served (a) when delivered in fact to the other party, or (b) three (3) business days after having been deposited in the United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or (c) when delivered to Federal Express or other comparable overnight courier which obtains a receipt to confirm delivery to the addresses set forth below or at such other addresses as are specified by written notice so given in accordance herewith. All notices and requests required or authorized hereunder shall be delivered as aforesaid to the respective parties hereto as follows:

TO GRANTOR:

Cincinnati Capital Partners 521 LLC
1202 N Magnolia Ave
Ocala, FL 34475

TO GRANTEE:

City of Ocala
City Engineer
1805 NE 30th Avenue, Bldg. 700
Ocala, FL 34470

With a copy to:

City of Ocala
City Manager
110 SE Watula Avenue
Ocala, FL 34471

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

The remainder of this page is intentionally left blank.

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

CINCINNATI CAPITAL PARTNERS LLC,
A Florida limited liability company

By:

(Signature)

(Printed Name)

As its

Signed, sealed, and delivered in the presence of:

Witness

Printed Name

Post Office Address

Witness

Printed Name

Post Office Address

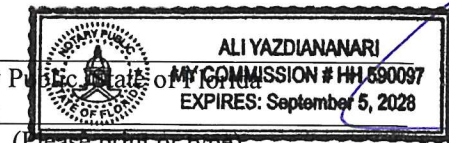
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of December, 2025, by Paul D. Owens, as president of CINCINNATI CAPITAL PARTNERS LLC, a Florida limited liability company.

Notary Public in and for the State of Florida

Name:



(Please print or type)

Commission Number: HH 590097

Commission Expires: 09/05/2028

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-1"

A PORTION OF N.W. 13TH STREET (30 FEET WIDE) LYING EAST OF THE FLORIDA NORTHERN RAILROAD RIGHT OF WAY AND SOUTH OF BLOCK Q AND BLOCK R AND NORTH OF BLOCK P, ALLRED'S ADDITION TO OCALA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK A, PAGE 74, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.W. CORNER OF LOT 3, BLOCK Q, ALLRED'S ADDITION TO OCALA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK A, PAGE 74, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N.89°56'54"E., ALONG THE NORTH RIGHT OF WAY LINE OF N.W. 13TH STREET (30 FEET WIDE), 169.45 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAGNOLIA TERRACE (A 40 FOOT ABROGATED RIGHT OF WAY) PER RESOLUTION 99-34, RECORDED IN OFFICIAL RECORDS BOOK 2600, PAGE 1852, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE CONTINUE N.89°56'54"E., ALONG SAID NORTH RIGHT OF WAY LINE, 15.00 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, S.00°03'06"E., 30.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID N.W. 13TH STREET; THENCE S.89°56'54"W., ALONG SAID SOUTH RIGHT OF WAY LINE, 184.82 FEET TO THE N.E. CORNER OF LOT 2, BLOCK P OF SAID PLAT; THENCE N.59°00'25"W., 58.17 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF SAID N.W. 13TH STREET WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA NORTHERN RAILROAD (WIDTH VARIES); THENCE N.89°56'54"E., ALONG SAID NORTH RIGHT OF WAY LINE, 20.21 FEET TO THE S.E. CORNER OF BLOCK R OF SAID PLAT; THENCE CONTINUE N.89°56'54"E., ALONG SAID NORTH RIGHT OF WAY LINE, 30.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 6,292.08 SQUARE FEET (0.144 ACRES), MORE OR LESS.

RESERVING IN FAVOR OF THE CITY OF OCALA A UTILITY EASEMENT OVER, UNDER AND ACROSS THE ABOVE DESCRIBED LANDS.

Exhibit A-2"

FOR:
 STIRLING FOODS

