

Prepared by:

James T. Hartley, Esquire  
Gooding and Batsel, PLLC  
1531 SE 36th Avenue  
Ocala, Florida 34471

Return to:

City of Ocala Electric Utility  
Electric Engineering Division  
1805 NE 30th Avenue, Bldg. 400  
Ocala, Florida 34470

### **GRANT FOR ELECTRIC UTILITY EASEMENT**

THIS EASEMENT, is made this 21<sup>st</sup> day of November, 2024, between Lai Chun Wong A/K/A Lai Chung Wong, her successors, lessees and assigns ("Grantor"), 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 a non-exclusive 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:  
SEC: 1, TWP: 15 South, RNG 22 East.

**LEGAL DESCRIPTION:** See attached Exhibit A and Exhibit B (collectively "Easement Area").

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for 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 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 the 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; and (f) all other rights and privileges reasonable, necessary, or convenient for GRANTEE'S safe and efficient installation, operation, and maintenance of said facilities and for the enjoyment and use of said easement for the purpose described above.

GRANTOR hereby covenants and agrees that no buildings, structures, drainage retention areas, 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 and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer; provided, GRANTOR shall be permitted to use the Easement Area for all other purposes not unreasonably interfering with the easement rights granted under this instrument, including, without limitation, for sidewalks, curbing, pavement, parking areas, landscaping (but not trees) and other utilities crossing said Easement Area.. 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 canceled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE'S facilities within the Easement Area in GRANTOR'S premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE'S facilities by GRANTOR or by GRANTOR'S agents or employees.

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 and subject to any use made by GRANTOR not inconsistent with the rights granted herein.

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

Any addendums attached to this agreement shall be limited to legal descriptions, surveys or drawings unless prior approval has been received from the City of Ocala.

INTENTIONAL PAGE BREAK  
SIGNATURES ON FOLLOWING PAGE(S)

IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be executed by their duly authorized officers or representatives this 21 day of November 2024.

**GRANTOR**

Lai Chun Wong

Lai Chun Wong A/K/A Lai Chung Wong

Witness Signature

Dan Liu

Witness Printed Name

Print Witness Address:

218-05 73 Ave Bayside NY 11364

Lily Chao

Witness Signature

Lily Chao

Witness Printed Name

Print Witness Address:

584 Bushwick Ave Brooklyn  
NY 11206

STATE OF New York

COUNTY OF Queens

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21 day of November 2024, by Lai Chun Wong.

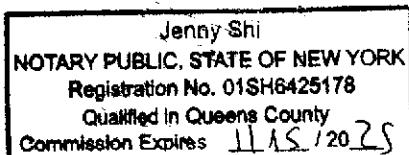
Jenny Shi  
Notary Public, State of Florida  
Name: Jenny Shi

Commission Number: 01SH6425178  
Commission Expires: 11/15/2025

Notary: Check one of the following:

Personally known OR  Produced Identification  
[ ] Produced Identification (if this box is checked, fill in  
blanks below).

Type of Identification Produced: NYS IP



FOR:

LAI CHUNG WONG

PARCEL NO. 24228-003-00

**DESCRIPTION:****(7.50 FOOT ELECTRIC UTILITY EASEMENT)**

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF THE WEST 1/2 OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; THENCE NORTH, ALONG THE EAST BOUNDARY OF SAID WEST 1/2, A DISTANCE OF 264.67 FEET TO THE N.E. CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1124, PAGE 907, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING POINT OF BEGINNING. THENCE DEPARTING SAID EAST BOUNDARY, WEST A DISTANCE OF 7.50 FEET; THENCE NORTH, PARALLEL WITH AND 7.50 FEET DISTANT FROM THE EAST BOUNDARY OF SAID WEST 1/2, A DISTANCE OF 264.67 FEET; THENCE EAST, A DISTANCE OF 7.50 FEET TO A POINT ON SAID EAST BOUNDARY; THENCE SOUTH, ALONG SAID EAST BOUNDARY, A DISTANCE OF 264.67 FEET TO THE POINT OF BEGINNING.

\*\* SEE SHEET 2 OF 2 FOR SKETCH \*\*

**SURVEYOR'S CERTIFICATION:**

THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.



STATE CERTIFIED SDVBE

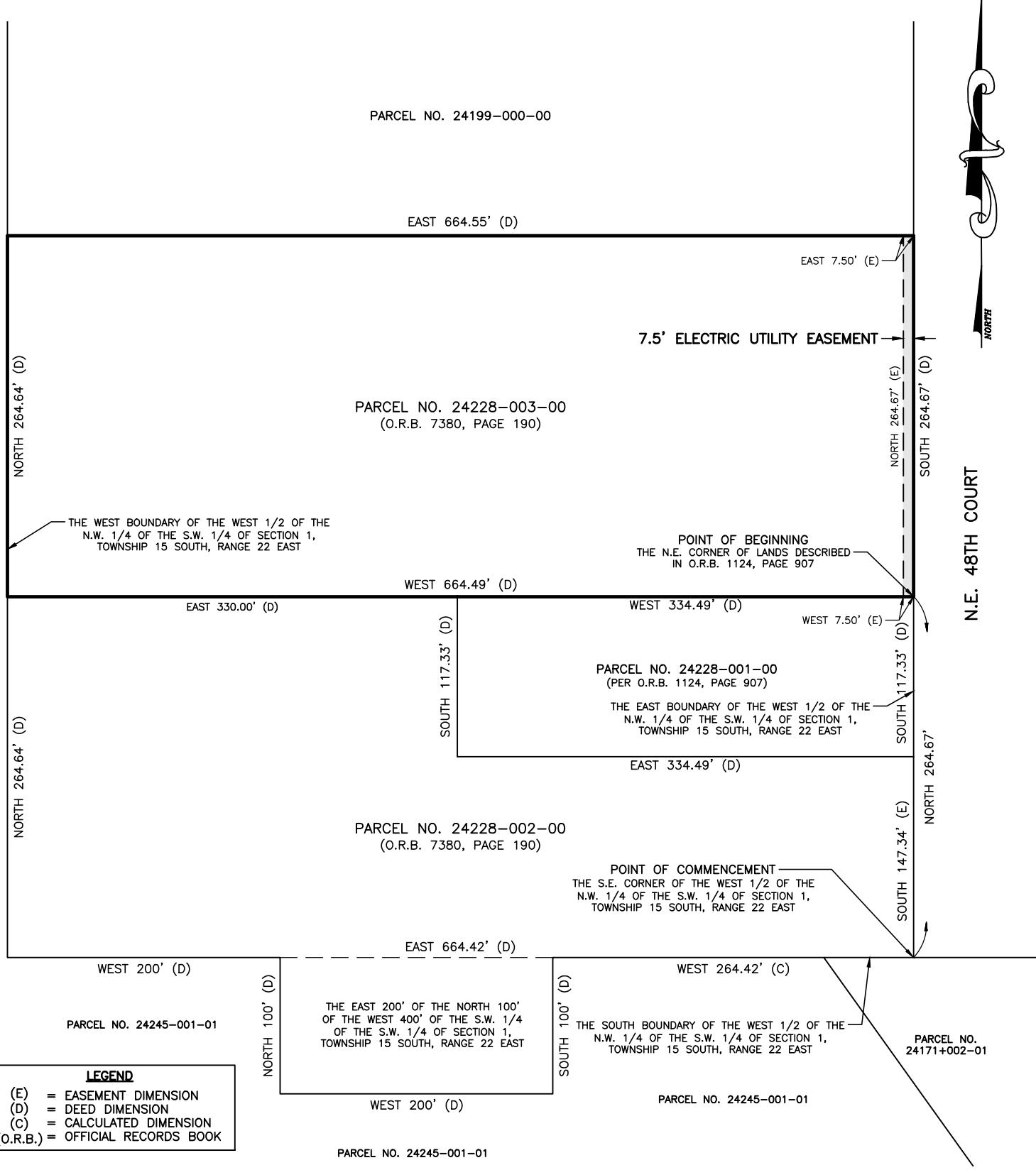
~NOTE: THIS IS NOT A SURVEY~

DATE

GLEN H. PREECE, JR., P.S.M. - LS 5427

DATE OF SKETCH: NOVEMBER 6, 2024

DRAWN:	J.R.C.	REVISIONS	BY	DATE
CHECKED:	G.H.P.			
FILE INFO:				
1-15-22				
SCALE: 1" = 100'	COPYRIGHT © 2024	JOB ORDER# 24-137 (EUE-1)		



## EXHIBIT B

## SKETCH OF DESCRIPTION

FOR:

LAI CHUNG WONG

PARCEL NO. 24228-002-00

**DESCRIPTION:****(7.50 FOOT ELECTRIC UTILITY EASEMENT)**

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.E. CORNER OF THE WEST 1/2 OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; THENCE WEST, ALONG THE SOUTH BOUNDARY OF SAID WEST 1/2, A DISTANCE OF 7.50 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH, PARALLEL WITH AND 7.50 FEET DISTANT FROM THE EAST BOUNDARY OF SAID WEST 1/2, A DISTANCE OF 147.34 FEET; THENCE EAST, A DISTANCE OF 7.50 FEET TO SAID EAST BOUNDARY; THENCE SOUTH, ALONG SAID EAST BOUNDARY, A DISTANCE OF 147.34 FEET TO THE POINT OF BEGINNING.

**DESCRIPTION:****(15 FOOT ELECTRIC UTILITY EASEMENT)**

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.E. CORNER OF THE WEST 1/2 OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; THENCE WEST, ALONG THE SOUTH BOUNDARY OF SAID WEST 1/2, A DISTANCE OF 264.42 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH, A DISTANCE OF 15.00 FEET; THENCE EAST, PARALLEL WITH AND 15.00 FEET DISTANT FROM THE SOUTH BOUNDARY OF SAID WEST 1/2, A DISTANCE OF 264.42 FEET TO THE EAST BOUNDARY OF SAID WEST 1/2; THENCE SOUTH, ALONG SAID EAST BOUNDARY, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

\*\* SEE SHEET 2 OF 2 FOR SKETCH \*\*

**SURVEYOR'S CERTIFICATION:**

THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.



STATE CERTIFIED SDVBE

~NOTE: THIS IS NOT A SURVEY~

DATE

GLEN H. PREECE, JR., P.S.M. - LS 5427



PREECE

LAND SURVEYING, Inc.

BELLWETHER PROFESSIONAL PARK  
2201 S.E. 30TH AVENUE, SUITE 102  
OCALA, FL 34471  
PHONE: (352) 351-0091  
FAX: (352) 351-0093 FAX  
EMAIL: [glen@plsinc.us](mailto:glen@plsinc.us)  
(LICENSED BUSINESS NO. 7389)

DATE OF SKETCH: NOVEMBER 6, 2024

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FILE INFO:				
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SCALE: 1" = 100'	COPYRIGHT © 2024	JOB ORDER# 24-137 (EUE-2)		

PARCEL NO. 24199-000-00

EAST 664.55' (D)

NORTH 264.64' (D)

PARCEL NO. 24228-003-00  
(O.R.B. 7380, PAGE 190)

SOUTH 264.67' (D)

THE WEST BOUNDARY OF THE WEST 1/2 OF THE  
N.W. 1/4 OF THE S.W. 1/4 OF SECTION 1,  
TOWNSHIP 15 SOUTH, RANGE 22 EASTTHE EAST BOUNDARY OF THE WEST 1/2 OF THE  
N.W. 1/4 OF THE S.W. 1/4 OF SECTION 1,  
TOWNSHIP 15 SOUTH, RANGE 22 EAST

WEST 664.49' (D)

NORTH 264.64' (D)

EAST 330.00' (D)

WEST 334.49' (D)

SOUTH 117.33' (D)

PARCEL NO. 24228-001-00  
(PER O.R.B. 1124, PAGE 907)

SOUTH 117.33' (D)

EAST 334.49' (D)

EAST 7.50' (E)

N.E. 48TH COURT

PARCEL NO. 24228-002-00  
(O.R.B. 7380, PAGE 190)

7.5' ELECTRIC UTILITY EASEMENT

POINT OF BEGINNING  
THE S.E. CORNER OF THE WEST 1/2 OF THE  
N.W. 1/4 OF THE S.W. 1/4 OF SECTION 1,  
TOWNSHIP 15 SOUTH, RANGE 22 EAST

15' ELECTRIC UTILITY EASEMENT

EAST 264.42' (E)

NORTH 15.00' (E)

WEST 200' (D)

THE EAST 200' OF THE NORTH 100'  
OF THE WEST 400' OF THE S.W. 1/4  
OF THE S.W. 1/4 OF SECTION 1,  
TOWNSHIP 15 SOUTH, RANGE 22 EAST

PARCEL NO. 24245-001-01

NORTH 100' (D)

WEST 200' (D)

THE SOUTH BOUNDARY OF THE WEST 1/2 OF THE  
N.W. 1/4 OF THE S.W. 1/4 OF SECTION 1,  
TOWNSHIP 15 SOUTH, RANGE 22 EASTPARCEL NO.  
24171-002-01

## LEGEND

(E) = EASEMENT DIMENSION  
(D) = DEED DIMENSION  
(C) = CALCULATED DIMENSION  
(O.R.B.) = OFFICIAL RECORDS BOOK

PARCEL NO. 24245-001-01



**PREECE**  
LAND SURVEYING, Inc.

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2201 S.E. 30TH AVENUE, SUITE 102  
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PHONE: (352) 351-0091  
FAX: (352) 351-0093 FAX  
EMAIL: glen@plsinc.us

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