

This instrument prepared by:
City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Ave. Bldg 400
Ocala, FL 34470-4875

- 1) Parcel I.D. #(s) 2390-000-000
- 2) Job Site Address: 0 SW 40th Avenue Ocala FL

**GRANT FOR ELECTRIC UTILITY EASEMENT
(LLC)**

THIS EASEMENT, Made this day between 3) HP OCALA 40TH AVENUE LLC ,
(GRANTOR) their heirs, successors and assigns, 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 an 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:

4) SEC: 34, 5) TWP: 15, 6) RNG:21 .

7) LEGAL DESCRIPTION: (See attached Exhibit "A")

The Easement shall be 15 feet in width and the length and direction are as set forth in Exhibit A.

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

GRANTOR hereby covenants and agrees that no buildings, structures, 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. 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 cancelled as to the portion vacated by such relocation.

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.

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.

[This portion of page intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its proper officers duly authorized by the Board of Directors this:

8) 21st day of OCTOBER, 2022.

By signing below, I/we attest that no changes have been made to the content of this document.

WITNESSES:

9) [Signature]
Signature – Witness #1

10) BERNARD SULLIVAN
Printed Name – Witness #1

11) [Signature]
Signature – Witness #2

12) NICHOLAS EVERLY
Printed Name – Witness #2

13) HP Ocala 40th Avenue LLC

LLC Name

14) by: [Signature]
Signature

by: Steven Campisi, Auth Rep
Printed Name and Title

for: _____
Corporate Name (when LLC owned by Corporation)

as: _____
Printed Title of Corporation

15) _____
Attesting Corporate Officer Signature

Printed Name and Title

LLC Grantor's mailing address: 101 S New York Ave Ste 211

Winter Park, FL 32789

16) STATE OF Florida

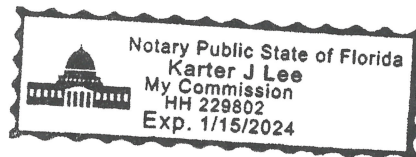
17) COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 21st day of October, 2022, by

Steven Campisi, as
Auth Rep, and by _____, as

Attesting Officer, respectively of HP Ocala 40th Avenue LLC,
a LLC of the State of Florida.

18) Karter Lee Signature of Notary Public



19) Karter Lee Printed / Stamped Name Commissioned Name of Notary

20) Both Personally Known ☒ OR Produced Identification _____

21) Type of Identification Produced _____

RETURN TO:

City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Ave Bldg 400
Ocala, FL 34470-4875

SKETCH OF DESCRIPTION FOR: CITY OF OCALA

***NOTE* ~ THIS IS NOT A SURVEY!**

DESCRIPTION: 15' ELECTRIC EASEMENT

BEING A PORTION OF LOTS 15, 16, 17 AND TRACT F, EXECUTIVE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK T, PAGE 11 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE S.E. CORNER OF SAID LOT 15; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 15 S.89°17'00"W., A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID SOUTH BOUNDARY OF LOT 15, S.89°17'00"W., A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.01°08'17"W., A DISTANCE OF 597.24 FEET TO A POINT ON THE NORTH BOUNDARY OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 34, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE DEPARTING SAID NORTH BOUNDARY, N.00°40'11"W., A DISTANCE OF 560.27 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID LOT 17; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 17, N.89°17'03"E., A DISTANCE OF 15.00 FEET; THENCE DEPARTING THE NORTH BOUNDARY OF SAID LOT 17, S.00°40'11"E., A DISTANCE OF 560.18 FEET TO POINT ON THE AFOREMENTIONED NORTH BOUNDARY OF S.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 34; THENCE DEPARTING SAID NORTH BOUNDARY, S.01°08'17"E., A DISTANCE OF 597.33 FEET TO THE POINT OF BEGINNING. LANDS CONTAINING 0.40 ACRES, MORE OR LESS.

NOTES:

1. DATE OF SKETCH: SEPTEMBER 9, 2022.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE ASSUMED BASED ON THE PLAT OF EXECUTIVE PARK AS RECORDED IN PLAT BOOK T, PAGE 11 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEGEND UNLESS OTHERWISE NOTED

- CL = CENTERLINE OF RIGHT OF WAY
O.R. = OFFICIAL RECORDS OF MARION COUNTY
C.B. = CHORD BEARING
- - - = BROKEN LINE; NOT DRAWN TO SCALE

9/9/2022
SIGNATURE DATE
TRAVIS@RMBARRINEAU.COM

TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS

Oakhurst Professional Park + 1309 S.E. 25th Loop+Suite 103+Ocala, FLORIDA 34471
PHONE (352) 622-3133 + FAX (352) 369-3771 + www.rmBarrineau.com

REGINALD M. BARRINEAU, P.S.M. - FOUNDER + CERTIFICATE OF AUTHORIZATION NO. LB 5591
TRAVIS P. BARRINEAU, P.S.M. - LS 6897



DRAWN:	S.W.M.	J.O.# 21233
REVISED:		DWG.# 21233SK_R ELEC
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	
SCALE: 1" = 150'	COPYRIGHT © SEPTEMBER, 2022	

