



15.00-R

CITY OF OCALA
BELINDA JACK
TURN TO
ANCHOR AND GUY

BY J. JACK TC

RECORDED
VERIFIED
MARION COUNTY, FL

93-016775
MARK III INDUSTRIES
ANCHOR AND GUY EASEMENT

93 MAR 12 AM 11:04

BK 1907PG 1717

KNOW ALL MEN BY THESE PRESENT: That the undersigned, for and in consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable consideration to them in hand paid by the CITY OF OCALA, a municipal corporation under the laws of the STATE OF FLORIDA, receipt whereof is hereby acknowledged, do hereby convey and grant to the CITY OF OCALA, its successors and assigns, the privilege and easement to construct and maintain a pole anchor and guy attachment over, under and across the following described real property in MARION COUNTY, FLORIDA: SEC 1) 27, TWP 2) 14 S. . RNG 3) 21 E.

3a) See attached sheet.

See Page 3 of 3

Easement to be 4) 5 feet in width and the length and direction to be defined by CITY OF OCALA WORK ORDER #3) EP2-353.

And to place such pole anchor and guy attachments thereto, over, under and across said land as may be necessary in the construction of a powerline, with the right to go upon said land and the land adjacent thereto from time to time as may be necessary to maintain and repair said anchor and guy.

Any addendum attached to this agreement shall be limited to legal descriptions, surveys or drawing unless prior approval has been received from the CITY OF OCALA.

The undersigned hereby covenant and warrant that they own the said land and have the right to grant this easement.

IN WITNESS WHEREOF, the undersigned grantors have hereunto set their hands and seals this 6) 12 day of February, 1993.

WITNESSES

GRANTORS

7) David Gaboardi

(Signed) 11) J. Joe Krim S.
(Legal Signature)

8) Carol Harris

(Printed) 12) F. JOE KRIM JA.

David Gaboardi
Carol Harris

ADDRESS 13) P.O. Box 2525
Ocala FL 34478

9) _____

(Signed) 14) _____
(Legal Signature)

10) _____

(Printed) 15) _____
ADDRESS 16) _____

STATE OF 17) FLORIDA)
COUNTY OF 18) MARION)^{ss}

✓ The foregoing easement was acknowledged before me this 19) 12TH

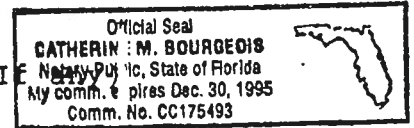
of FEBRUARY, 1993, by 20) F. JOE KRIM, JR.
(Name of person Acknowledging), ~~who is personally known to me or~~
~~who has produced~~ _____ (type of identification)
as identification and who did (~~did not~~) take an oath.

22) [Signature] _____ Signature of person taking
Acknowledgment (Acknowledger)
CATHERINE M. BOURGEOIS

23) HANS G. TANZLER III _____ Name of Acknowledger
(Typed, printed or stamped)

24) Secretary and C.F.O. _____ Title or Rank

25) _____ Serial Number (I.E. #)



Technician: Name: 26) [Signature] (Signed)
27) KAREN J. RUBINSON (Printed)

PREPARED BY: _____
ADDRESS 28) P.O. BOX 1270
OCALA FLORIDA, 34478-1270

Return to: CITY OF OCALA ELECTRIC UTILITIES
ELECTRIC ENGINEERING DIVISION
P.O. BOX 1270
OCALA, FL 34478-1270

Revised 12/02/92

ACCEPTED BY CITY COUNCIL
on 9th day of March, 19 93
By: Deborah C. Bullock
Senior Deputy City Clerk

13539-001-00

South 1/2 of the Southwest 1/4 of Section 27, Township 14 South, Range 21 East, Marion County, Florida, less and except right-of-way for County Road 35-W.

13539-002-00

That portion of the SW 1/4 of the SE 1/4 of Section 27, Township 14 South, Range 21 East, Marion County, Florida, lying east of N.W. 44th Avenue and west of Interstate Highway No. 75;

~~EXCEPT the following described lands:~~

Commencing at the Southwest corner of the said S.E. 1/4 of Section 27, said corner being a Railroad Spike in pavement; Thence N 00° 26' 59" E, along the West line of the said S.E. 1/4, 895.07 feet; Thence N 89° 50' 07" E, 27.05 feet to a concrete monument stamped Martin L. Williams 4127, on the East Right of way line of N.W. 44th Avenue (50 feet wide), and the POINT OF BEGINNING; Thence N 00° 27' 07" E, along the East right of way line of said N.W. 44th Avenue, 438.00 feet to a 3/4 inch iron pipe; Thence N 89° 50' 07" E, departing said East right of way line, 994.68 feet to a plain concrete monument on the West right of way line of Interstate Highway No. 75, (300 feet wide); Thence S 00° 37' 42" W, along the West right of way line of said Interstate Highway No. 75, 438.02 feet to a concrete monument stamped Martin L. Williams 4127; Thence S 89° 50' 07" W, departing said West right of way line, 993.34 feet to the POINT OF BEGINNING.

Containing 20.39 acres more or less.



19.50 R
& DS

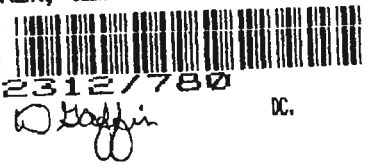
THOMAS P. KLINER, CLERK OF CIRCUIT COURT

FILE: 96090014

12/03/96 10:49

OR BOOK/PAGE: 2312/780

MARION COUNTY -



DC.

This instrument prepared by

City of Ocala, Electric Utilities
P.O. Box 1270
Ocala, Florida 34478

1) Parcel I.D.# 13538-000-00

EASEMENT
(Corporation)

THIS EASEMENT, Made this day between 2) Mark II Ind.
(GRANTOR) their heirs, successors and assigns, and the City of
Ocala, a 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:

3) SEC: 21, 4) TWP: 14 South, 5) RNG: 21 East.

LEGAL DESCRIPTION:

6)

SEE ATTACHED COPY

Easement to be 10 feet in width and the length and direction
to be defined by City of Ocala Work Order # EOG-120.

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
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 reasonable 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 canceled 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. hereto.

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 7) 24th day of July, 1996.

WITNESSES:

12) CORPORATE NAME: MARK III INDUSTRIES

8) Sherris Cyeison (Signed) by 13) William R. Hutson II

9) William R. Hutson II (Printed) Name & Title V.P. OF SALES & MARKETING

10) Sherris Cyeison 14) Attest: Carl Rosebke D.S.P.

11) William R. Hutson II (Printed) Name & Title Carl Rosebke

(Corporate Grantor's mailing address)

MARK III INDUSTRIES
P.O. Box 1868
Ocala, FL 34478-1868

15) STATE OF FLORIDA)

16) COUNTY OF MARION)

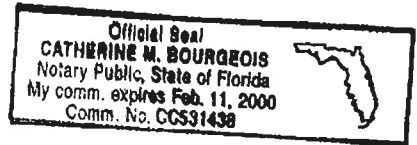
The foregoing easement was acknowledged before me this 24th day of JULY, 1996, by WILLIAM B. HUTTON II as VICE President, and by CARL RASCHKE, DIRECTOR OF SPECIAL PROJECTS Secretary, respectively of MARK III INDUSTRIES a corporation of the State of FLORIDA both being personally known to me or who have produced N/A (type of identification) and who did (did not) take an oath.

17) Catherine M. Bourgeois Signature of Person taking acknowledgement

18) CATHERINE M. BOURGEOIS Printed/Stamped Name

19) NOTARY PUBLIC Title or Rank

20) _____ Serial Number (If any)



RETURN TO: JERRY BOLDUC
CITY OF OCALA ELECTRIC UTILITY
ELECTRIC ENGINEERING DIVISION
P.O. BOX 1270
OCALA, FL 34478

FILE: 96090014
OR BOOK/PAGE: 2312/783

4 of 4

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LEGAL DESCRIPTION

NW $\frac{1}{4}$ of SE $\frac{1}{4}$; SW $\frac{1}{4}$ of NE $\frac{1}{4}$; SW $\frac{1}{4}$ of SE $\frac{1}{4}$; except r/w of I-75 and NW 44th Avenue, in Section 27, Township 14 South, Range 21 East; and, N 600' of W $\frac{1}{4}$ of NE $\frac{1}{4}$; except I-75 r/w, in Section 34, Township 14 South, Range 21 East; Marion County, Florida.

RECORDING FEES 44.00

This instrument prepared by
City of Ocala Utility Services
2100 NE 30th Ave. Bldg B
Ocala, FL 34470-4875



- 1) Parcel I.D. # 13539-002-00
- 2) Job Site Address: 4951 N.W. 44th AVE

**EASEMENT
(Corporation)**

THIS EASEMENT, Made this day between 3) N.W. 44th AVE PARTNERS LLC (GRANTOR) their heirs, successors and assigns, and the City of Ocala, a 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: 27, 5) TWP: 14, 6) RNG: 21.

LEGAL DESCRIPTION:

7) SEE ATTACH EXHIBIT A

Easement to be twenty feet in width and the length and direction to be defined by City of Ocala work order # EP10-016. SEE ATTACHED EXHIBIT "B"

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 extent to and be obligatory upon the heirs, successors, lessees, and assigns of the respective parties hereto.

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) 2ND day of DECEMBER, 2009.

WITNESSES:

		13) <u>NW 44th AVE PARTNERS LLC</u> Corporate Name
9) <u>[Signature]</u> Signature	by: 14) <u>[Signature]</u> Signature	
10) <u>KEVIN COFFEY</u> Printed Name		<u>Harvey Vandeven Mgr./Sec.</u> Printed Name and Title
11) <u>[Signature]</u> Signature	Attest: 15) <u>[Signature]</u> Signature	
12) <u>Rosalind Nikkinen</u> Printed Name		<u>Harvey Vandeven Mgr./Sec.</u> Printed Name and Title

(Corporate Grantor's mailing address)

N.W. 44th AVE PARTNERS LLC
4260 N.E. 35th St.
OCALA, FL. 34479

16) STATE OF FLORIDA

17) COUNTY OF MORISON

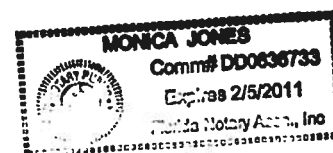
The foregoing easement was acknowledged before me this 2nd day of DECEMBER 2009, by WAGNEY VANDEVEN as NW 44th AVE PARTNERS LLC President, and by _____ as Secretary, respectively of _____, a corporation of the State of FLORIDA both being personally known to me or who have produced _____ (type of identification) and who did (did not) take an oath.

18) Monica Jones Signature of Person taking acknowledgement

19) Monica Jones Printed/Stamped Name

20) X Title or Rank

21) X Serial Number (if any)

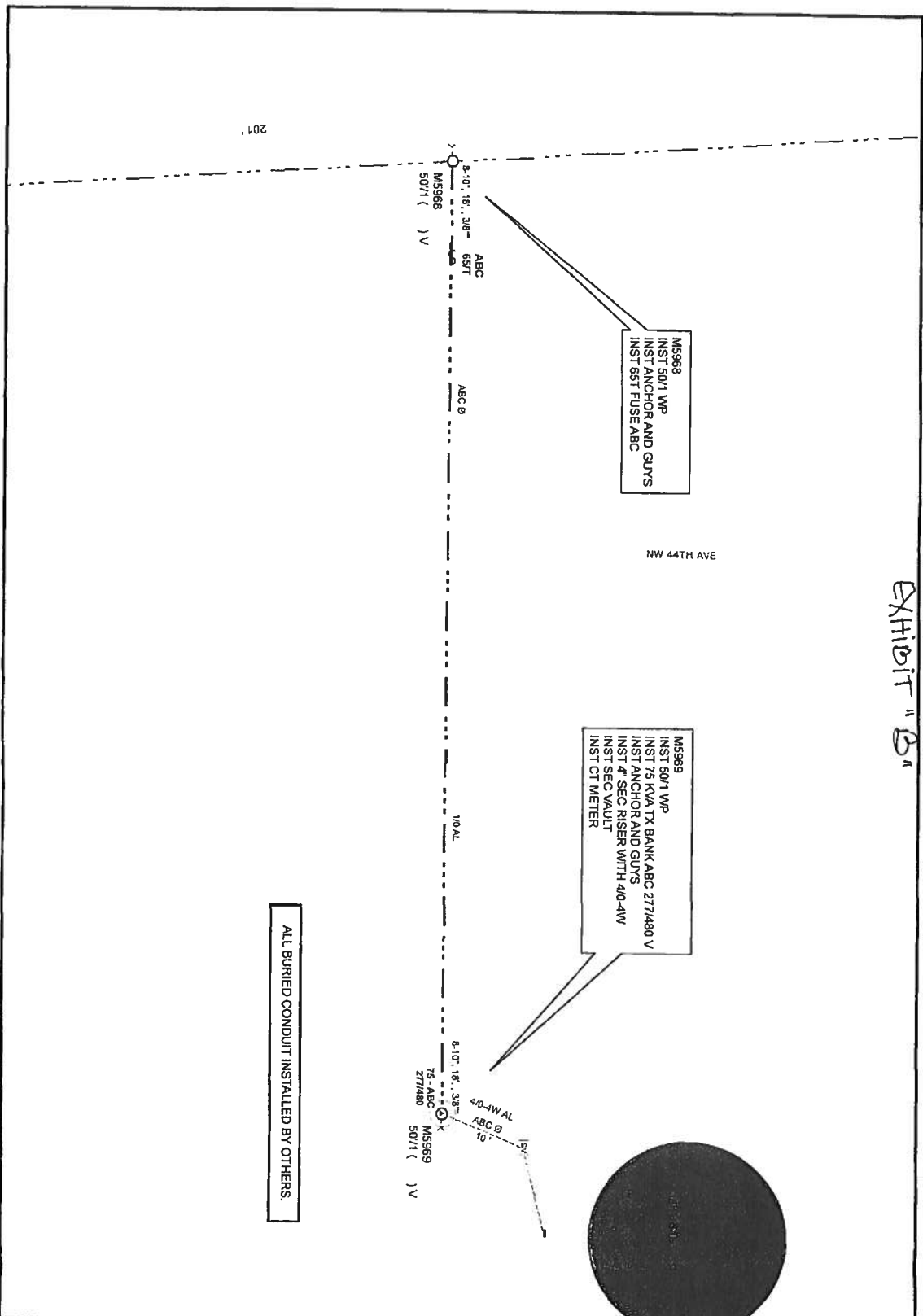


RETURN TO: David June
CITY OF OCALA UTILITY SERVICES
ELECTRIC ENGINEERING DIVISION
2100 NE 30th Ave Bldg B
Ocala, FL 34470-4875

EXHIBIT A

- 01 - SEC 27 TWP 14 RGE 21
- 02 - SW 1/4 OF SE 1/4
- 03 - EXC SR 93 ROW
- 04 - EXC W 25 FT FOR RD ROW
- 05 - EXC COM AT THE SW COR OF SE 1/4 OF SEC 27 TH N 00-26-59 E
- 06 - 895.07 FT TH N 89-50-07 E 27.05 FT TO THE POB TH
- 07 - N 00-27-07 E 438 FT TH N 89-50-07 E 994.68 FT TH
- 08 - S 00-37-42 W 438.02 FT TH S 89-50-07 W 993.34 FT TO THE POB
- 09 - EXC ANY PT OF THE FOLLOWNG DESC: COM AT THE SW COR OF SE
- 10 - 1/4 OF SEC 27 TH S 89-41-41 E 27.01 FT TH N 00-26-39 E
- 11 - 315.94 FT TO THE POB TH N 00-26-39 E 605.55 FT TH
- 12 - N 04-22-07 E 190.45 FT TH N 00-27-07 E 221.73 FT TH
- 13 - S 89-32-23 E 981.74 FT TH S 00-38-51 W 488.55 FT TH
- 14 - N 89-52-32 W 9.99 FT TH S 00-39-42 W 399.79 FT TH
- 15 - S 89-09-08 E 10.11 FT TH S 00-38-40 W 128.54 FT TH
- 16 - N 89-33-21 W 991.22 FT TO THE POB
- 17 - EXC RD ROW BEING MORE PARTICULARLY DESC AS:
- 18 - COM AT THE SW COR OF SW 1/4 OF SE 1/4 TH S 89-42-25 E 27.91
- 19 - FT TO THE POB TH N 00-22-16 E 315.94 FT TH S 89-37-44 E
- 20 - 16.72 FT TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE
- 21 - ELY HAVING A RADIUS OF 2037.48 FT TH SLY ALONG CURVE 15.78
- 22 - FT THRU A CENTRAL ANGLE OF 00-26-37 HAVING A CHORD BEARING
- 23 - & DISTANCE OF S 07-18-51 E 15.78 FT TO THE PT OF REVERSE
- 24 - CURVATURE OF A CURVE CONCAVE WLY HAVING A RADIUS OF 2129.48
- 25 - FT TH SLY ALONG CURVE 247.92 FT THRU A CENTRAL ANGLE OF
- 26 - 06-40-14 HAVING A CHORD BEARING & DISTANCE OF S 04-12-02 E
- 27 - 247.78 FT TH S 89-34-52 E 16.73 FT TH S 00-34-02 W 20 FT TH
- 28 - N 89-34-52 E 16.73 FT TO A NON-TANGENT INTERSECTION WITH A
- 29 - CURVE CONCAVE WLY HAVING A RADIUS OF 2129.48 FT TH SLY
- 30 - ALONG CURVE 33.26 FT THRU A CENTRAL ANGLE OF 00-53-41
- 31 - HAVING A CHORD BEARING & DISTANCE OF S 00-07-13 W 33.26 FT
- 32 - TH N 89-42-25 W 39.06 FT TO THE POB

EXHIBIT "B"



ALL BURIED CONDUIT INSTALLED BY OTHERS.

<p>Hamlet Construction Co INST 1 SPAN OH PRI 3 PH, 3 POT 480 V BANK, SEC RISER, SEC VAULT. CT METERED.</p>		<p>City of Ocala Electric Utility Connecting the Community.</p>		<p>3100 NE 30 AVE Ocala, FL 34478 PH: (352) 351-6620 FX: (352) 401-6961</p>	<p>Pj # : 10-1050 WO # : EP10-016 FO # : 6625429457</p>	<p>CKT: 833 ENG: qfure DATE: 12/4/2009</p>	<p>4591 NW 44TH AVE Ocala, FL 34482-0000</p>
<p>1" equals 10' AS BUILT</p>		<p>Locales: Yes</p>	<p>DATE</p>	<p>SIGN</p>			