

BK 185060684

EASEMENT

EEEASE92/EASE92

(Individual)

THIS EASEMENT, Made this day between (PRINT) 1) Arthur A. Steen their heirs, successors and assigns (*GRANTOR*), 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 service and communication services: said facilities being located in the following

described *Easement Areas* within GRANTOR'S premises in MARION County, Florida, to wit:

SEC. 21 1, TWP 31 15S, RNG 4 22E. 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.

Parcel ID # 5124196-007-00
LEGAL DESCRIPTION:

6)

See attached Description

BY: b. Mac 92-049410
RECORDED
MAR 28 1992
92 JUL 28 AM 11:17

Easement to be 21 10 feet in width and the length and direction to be defined by City of Ocala Work Order # 81802027.

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: and (f) all other right and privileges reasonably 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 purposes described above.

BK 185060685

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 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. 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 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) that 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.

IN WITNESS WHEREOF, the GRANTOR'S hands and seals have been hereunto affixed this 21st day of June, 1992.

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

WITNESSES:

10) Angela m noble (Signed) 14) Arthur A Steen (L.S.)

11) Angela m noble (Printed) 15) Arthur A Steen (Grantor)

ADDRESS: 16) 2420 NE 48CT
Ocala FL 32670-3212

12) William O Lundberg (Signed) 17) _____ (L.S.)

13) William O Lundberg (Printed) 18) _____ (Grantor)
ADDRESS: 19) _____

BRUCE CA
Notary Public
Commission #
COMB #

BRUCE CA
Notary Public
Commission #
COMB #

BK 1850 PG 0686

STATE OF 20) Florida)
)ss.
COUNTY OF 21) Marion)

The foregoing easement was acknowledged before me this 22) 18 day
of June, 1992, by 23) Arthur A. Steen

(Name of person Acknowledging), who is personally known to me or who has
FLORIDA - Expires 1994, Jan 29th
produced 24) Drivers License # S350-041-25-093 type of identification)
as identification and who did (did not) take an oath.

1 page Legal property description
3 page easement form

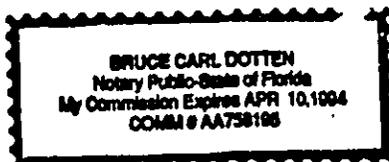
[Signature]

25) _____ Signature of Person Taking Acknowledgment

26) Bruce Carl Dotten Name of Acknowledger (Type, print/stamped)

27) Notary Title or Rank

28) AA 758195 Serial Number (if Any)



Technician: NAME: 29) Angela m noble (Signed)

Prepared by: 30) Angela m noble (Printed)

ADDRESS: P.O. BOX 1270
OCALA, FL 32678

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 10, 1994
BONDED THRU GENERAL INS. UND.

RETURN TO: CITY OF OCALA ELECTRIC UTILITIES
ELECTRIC ENGINEERING DIVISION
P.O. BOX 1270
OCALA, FL. 32678

Revised 3/24/92

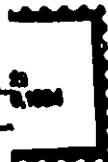
RL DOTTEN
State of Florida
Expires APR 10, 1994
AA758195

ACCEPTED BY CITY COUNCIL

Page 3 of 4

on 14th day of July, 1992

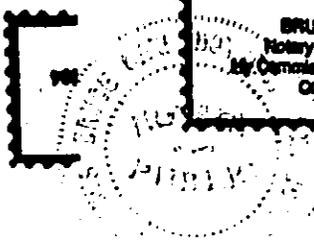
By: [Signature]
Senior Deputy City Clerk



BK 1850960687

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 10, 1994
BONDED THRU GENERAL INS. UND.

BRUCE CARL DOTTEH
Notary Public-State of Florida
My Commission Expires APR 10, 1994
COMA # AA758196



PARCEL C : For a point of beginning go 264.67 feet North of the S.E. corner of the W1/2 of the NW1/4 of the SW of Section 1, Township 15 South, Range 22 East; from said point of beginning thus described go West 664.49 feet to the West boundary of the W1/2 of the NW 1/4 of the SW 1/4 thence North 264.64 feet, to a point 529.28 feet North of the S.W. corner of the W 1/2 of the NW 1/4 of the SW 1/4, thence East 664.55 Feet, thence South 264.67 feet to the point of beginning. Said lot being also described as Lot #4 of an unrecorded subdivision of the W 1/2 of the NW1/4 of the SW 1/4; and also lot #5 of an unrecorded plat of the W 1/2 of the NW 1/4 of the SW 1/4 of section 1 township 15 South, Range 22 East, thence East 664.42 Feet to the East boundary of the W1/2 of the NW 1/4 of the SW1/4, the north 264.67 feet thence West 664.49 feet thence South 264.64 feet to the point of beginning, Except 664.42 feet East and 264.67 feet North of the SW corner of the W1/2 of the NW 1/4 of the SW 1/4 of Section 1 Township 15 South, Range 22 East run thence West 334.49 feet South 117.33 Feet, East 334.49 feet, North 117.33 Feet to the point of Beginning.

