

BY O. JACK

RECORDED & RECORD VERIFIED  
MARION COUNTY, FL

93-016774

93 MAR 12 AM 11:03

EEEAS921/EASE93

(Individual)

THIS EASEMENT, Made this day between (PRINT) 1) LARRY M. WOOD  
TRUSTEE 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 Area\* within GRANTOR'S premises in MARION County,  
Florida, to wit:

SEC. 21 27, TWP 31 15, RNG 41 21. 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 # 51 2380-000-001

LEGAL DESCRIPTION:

6) N 175 FT OF N.E. 1/4 EX E. 3/4 OF N 1/4 OF THE NE 1/4 & EX E 30 FT  
FOR ROAD EX THAT PART LYING WITHIN MAGNOLIA GARDEN ESTATES K-37

Easement to be 71 10 feet in width and the length and  
direction to be defined by City of Ocala Work Order # 81EU2-088.

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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.

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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 9<sup>th</sup> 28 day of JANUARY, 19 93.

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: MARTHA ROBERTS

10) Martha Roberts

(Signed)

14) Larry M. Wood

(L.S.)

11) Debra L. Carlton

(Printed)

15) LARRY M. WOOD, TRUSTEE

(Grantor)

DEBRA L. CARLTON

ADDRESS:

16) 1111 NE 25th Avenue, Suite 104

Ocala, FL 32470 904-734-3848

12) \_\_\_\_\_

(Signed)

17) \_\_\_\_\_

(L.S.)

13) \_\_\_\_\_

(Printed)

18) \_\_\_\_\_

(Grantor)

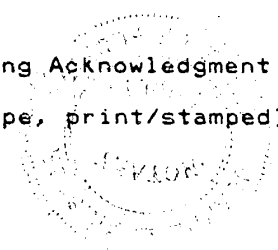
ADDRESS:

19) \_\_\_\_\_

STATE OF 20) FLORIDA )  
 )ss.  
COUNTY OF 21) MADISON )

The foregoing easement was acknowledged before me this 22) 28 day  
of JANUARY, 19 93, by 23) LARRY M. WOOD, TRUSTEE  
(Name of person Acknowledging), who is personally known to me or who has  
produced 24) FLORIDA DRIVERS LICENSE (type of identification)  
as identification and who did (~~did not~~) take an oath.

25) Joanne L. Brisson Signature of Person Taking Acknowledgment  
26) Joanne L. Brisson Name of Acknowledger (Type, print/stamped)  
Notary Public, State of Florida  
27) My Commission Expires June 4, 1994 Title or Rank  
Bonded Thru Troy Fain - Insurance Inc.  
28) \_\_\_\_\_ 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

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

Revised 3/24/92

ACCEPTED BY CITY COUNCIL  
on 9<sup>th</sup> day of February, 1993  
By Deborah C. Bullock  
Senior Deputy City Clerk