

19.50
+ DS
City of
Ocala

DAVID R. ELLSPERMAN, CLERK OF CIRCUIT COURT
FILE: 98111875
12/17/98 09:54
OR BOOK/PAGE: 2584/1297
MARION COUNTY

EASEMENT
INDIVIDUAL

THIS EASEMENT, Made this day between (Print) 1) Dopald & Carla Lenson
Paul & Joan Fornof their heirs, successors and assigns (*GRANTOR*),
and the City of Ocala, a municipal corporation, under the laws of
the State of Florida, it 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 of 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. 2) 34, TWP 3) 14, RNG 4) 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# 5) 13708-000-00

LEGAL DESCRIPTION:

6) See attached legals.

Easement to be 7) 20' feet in width and the length and
direction to be defined by City of Ocala Work Order # 8) EP99-043.

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) 19 day of August, 1998.

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) *R. E. Smyce*

(Signed)

11) R. E. Smyce

(Printed

(Address

Donald N. Denson

14) *Carla J. Denson* (L.S.)

Donald N. Denson, Carla J. Denson

15) _____ (Grantor)

16) 4651 S.E. 3rd Av Ocala FL 34480

12) *Paul E. Fornof*

(Signed

13) Paul E. Fornof

(Printed)

(Address)

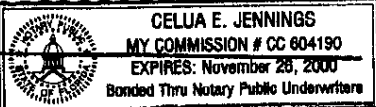
17) *Joan R. Fornof* (L.S.)

18) Paul E. Fornof, Joan R. Fornof (Grantor)

19) 2065 SW 55th St Rd Ocala FL 34474

STATE OF 20) _____)
COUNTY OF 21) _____) ss.

The foregoing easement was acknowledged before me this 22nd 19th
day of August, 1998, by 23) Donald N. Denson; Carla J. Denson
Paul E. Farnoff; Joan R. Farnoff
(Name of person Acknowledging), who is personally known to me or
who has produced 24) drivers license (type of
identification), as identification and who did (did not) take an
oath.

- 25) Celua E. Jennings Signature of Person Taking Acknowledgement
26) _____ Name of Acknowledger (Type, Print/Stamped)
27)  Title or Rank
28) _____ Serial Number (if any)

Technician: NAME: 29) DAVID VAN VALKENBURGH (Signed)
Prepared by: 30) David Van Valkenburg (Printed)

ADDRESS: P.O. Box 1270
Ocala, FL 34478

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

Revised 8/11/94

ACCEPTED BY CITY COUNCIL

December 8, 1998

DATE

OFFICE OF THE CITY CLERK Daw

EXHIBIT "A"

DESCRIPTION:

COMMENCE AT THE S.E. CORNER OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N.89 19'53"W. ALONG THE SOUTH BOUNDARY OF SAID SECTION 34 A DISTANCE OF 1326.40 FEET TO THE S.W. CORNER OF THE EAST 1/2 OF THE S.E. 1/4 OF SAID SECTION 34; THENCE N.00 53'00"E. ALONG THE WEST BOUNDARY OF SAID EAST 1/2 OF S.E.1/4 A DISTANCE OF 1037.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.00 53'00"E. ALONG SAID WEST BOUNDARY AND ALONG THE NORTHERLY PROJECTION THEREOF 1923.63 FEET TO THE SOUTH BOUNDARY OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK NUMBER 2061, PAGE 296 OF THE PUBLIC RECORDS OF SAID MARION COUNTY ;THENCE S.89 11'44"E. ALONG SAID SOUTH BOUNDARY 252.10 FEET TO THE WESTERTLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NUMBER 75; THENCE S.30 04'02"E. ALONG SAID RIGHT OF WAY LINE 1598.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3124.17 FEET AND A CENTRAL ANGLE OF 11 21'13"; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY CURVE AN ARC DISTANCE OF 619.08 FEET; THENCE DEPARTING SAID RIGHT OF WAY, N.89 15'13"W. 1338.09 FEET TO THE POINT OF BEGINNING. CONTAINING 36.54 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOW DESCRIBED PARCEL FOR INGRESS, EGRESS AND UTILITIES:

COMMENCE AT THE S.E. CORNER OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N.89 19'53"W. ALONG THE SOUTH BOUNDARY OF SAID SECTION 34. A DISTANCE OF 1326.40 FEET TO THE S.W. CORNER OF THE EAST 1/2 OF THE S.E. 1/4 OF SAID SECTION 34; THENCE N.00 53'00"E. ALONG THE WEST BOUNDRY OF SAID EAST 1/2 OF THE S.E. 1/4 A DISTANCE OF 2303.85 FEET TO THE POINT OF BEGINNING; THENCE N.89 09'13"W. ALONG A LINE 1.00 FEET NORTH OF (AS MEASURED PERPENDICULARLY) AND PARALLEL TO THE SOUTH BOUNDARY OF THE NORTH 337.07 FEET OF THE EAST 1/2 OF THE N.W. 1/4 OF SAID S.E. 1/4 OF SECTION 34 A DISTANCE OF 1296.44 FEET TO THE EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE; THENCE N.00 58'43"E. ALONG SAID RIGHT OF WAY LINE 100.00 FEET; THENCE S.89 09'13"E. 100.00 FEET; THENCE S.00 50'47"W. 20.00 FEET; THENCE S.89 09'13"E. 1196.26 FEET TO THE AFORESAID WEST BOUNDARY OF THE EAST 1/2 OF THE S.E. 1/4 OF SECTION 34; THENCE S.00 53'00"W. ALONG SAID WEST BOUNDARY 80.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.43 ACRES, MORE OR LESS.

WILLIS C. MELVIN & ASSOC.

REGISTERED ENGINEERS AND SURVEYORS

6241 UNIVERSITY AVENUE, SUITE 100, JACKSONVILLE, FLORIDA 32216

CERTIFICATION



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

EU20-040



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 02/20/2020 11:59:27 AM
FILE #: 2020018702 OR BK 7137 PGS 823-830
REC FEES: \$69.50 INDEX FEES: \$0.00
DDS: \$0.70 MDS: \$0 INT: \$0

- 1) Parcel I.D. # 13708 - 000 - 00
2) Job Site Address: 4121 NW 44th Ave

GRANT FOR ELECTRIC UTILITY EASEMENT

~~City~~ Corporation

THIS EASEMENT, Made this day between 3) J.R.A. High Performance, Inc.
(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):

TOWER COM VIII, LLC

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: 14, 6) RNG: 21.

7) LEGAL DESCRIPTION:

Exhibit A

* The Easement shall be 10' feet in width and the length and direction are as set forth in City of Ocala
work order number EU20-040 GRANTEE or GRANTOR may hereafter have a survey performed of the
actual location of GRANTEE'S facilities as installed, and GRANTOR and GRANTEE shall thereafter
enter into an amendment to this instrument incorporating the more specific legal description, as
determined by such survey, as the length and direction of the Easement; the width of the Easement shall
remain the same as set forth above. The party obtaining the survey shall bear all costs and expenses
associated therewith and with the preparation and recording of the amendment.

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.

* SEE ATTACHED EXHIBITS "B"

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) 23 day of JANUARY, 2020

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) Kenneth T. Mitchell
Printed Name - Witness #1
- 11) [Signature]
Signature - Witness #2
- 12) Calvin Murphy
Printed Name - Witness #2

- 13) J.R.A. High Performance, Inc
LLC Name
- 14) by: [Signature]
Signature
- by: JORGE ARELLANO, Pres.
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: 4121 NW 44th Ave
OCALA, FL
34482

16) STATE OF FLORIDA

17) COUNTY OF MARION

The foregoing easement was acknowledged before me this 23rd day of JAN.,
2020, by JORGE ARELLANO as President,

and by _____ as Secretary, respectively of _____,

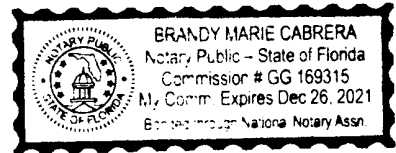
a LLC of the State of _____, both being personally known to me or who have
produced _____ (type of identification) and who did (did not) take an oath.

18) Brandy C Signature of Person taking acknowledgement

19) BRANDY CABRERA Printed/Stamped Name

20) _____ Title or Rank

21) _____ Serial Number (if any)



RETURN TO: ~~Teck Name Here~~ Jennifer Constable
CITY OF OCALA UTILITY SERVICES
ELECTRIC ENGINEERING DIVISION
1805 NE 30th Ave Bldg 400
Ocala, FL 34470-4875

EXHIBIT A

TOWERCOM VIII – PALM LAKE NORTH

OCALA ELECTRIC UTILITY EASEMENT (WITHIN TOWER EASEMENT)

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 34;

THENCE ON AN ASSUMED BEARING OF N89°43'20"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 34, A DISTANCE OF 1326.47 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF (1/2) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 34;

THENCE N00°30'59"E ALONG THE WEST LINE OF THE EAST ONE-HALF (1/2) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 34, A DISTANCE OF 1037.08 FEET;

THENCE N00°29'51"E CONTINUING ALONG THE WEST LINE OF THE EAST ONE-HALF (1/2) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 34, A DISTANCE OF 1239.61 FEET;

THENCE S89°30'09"E A DISTANCE OF 129.09 FEET;

THENCE N89°31'49"E A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING;

THENCE N00°28'11"W A DISTANCE OF 32.21 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 89°04'23" AND A RADIUS OF 40.00 FEET FOR AN ARC DISTANCE OF 62.18 FEET (CHORD BEARING = N45°00'23"W AND CHORD DISTANCE = 56.11 FEET) TO A POINT OF TANGENCY;

THENCE N89°32'34"W A DISTANCE OF 70.40 FEET;

THENCE N00°27'26"E A DISTANCE OF 10.00 FEET;

THENCE S89°32'34"E A DISTANCE OF 70.40 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°04'23" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 77.73 FEET (CHORD BEARING = S45°00'23"E AND CHORD DISTANCE = 70.14 FEET) TO A POINT OF TANGENCY;

THENCE S00°28'11"E A DISTANCE OF 32.21 FEET;

THENCE S89°31'49"W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN MARION COUNTY, FLORIDA, CONTAINING 1,725.66 SQUARE FEET, MORE OR LESS.

OCALA ELECTRIC UTILITY EASEMENT
(OUTSIDE TOWER EASEMENT TO EXISTING POLE)

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 34;

THENCE ON AN ASSUMED BEARING OF N89°43'20"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 34, A DISTANCE OF 1326.47 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF (1/2) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 34;

THENCE N00°30'59"E ALONG THE WEST LINE OF THE EAST ONE-HALF (1/2) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 34, A DISTANCE OF 1037.08 FEET;

THENCE N00°29'51"E CONTINUING ALONG THE WEST LINE OF THE EAST ONE-HALF (1/2) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 34, A DISTANCE OF 1239.61 FEET;

THENCE S89°30'09"E A DISTANCE OF 129.09 FEET;

THENCE N89°31'49"E A DISTANCE OF 35.00 FEET;

THENCE N00°28'11"W A DISTANCE OF 32.21 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 89°04'23" AND A RADIUS OF 40.00 FEET FOR AN ARC DISTANCE OF 62.18 FEET (CHORD BEARING = N45°00'23"W AND CHORD DISTANCE = 56.11 FEET) TO A POINT OF TANGENCY;

THENCE N89°32'34"W A DISTANCE OF 70.40 FEET;

THENCE N00°27'26"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

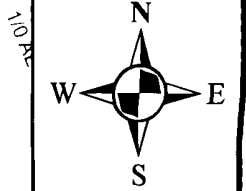
THENCE CONTINUE N00°27'26"E A DISTANCE OF 22.50 FEET;

THENCE S89°32'34"E A DISTANCE OF 10.00 FEET;

THENCE S00°27'26"W A DISTANCE OF 22.50 FEET;

THENCE N89°32'34"W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN MARION COUNTY, FLORIDA,
CONTAINING 225.00 SQUARE FEET, MORE OR LESS.

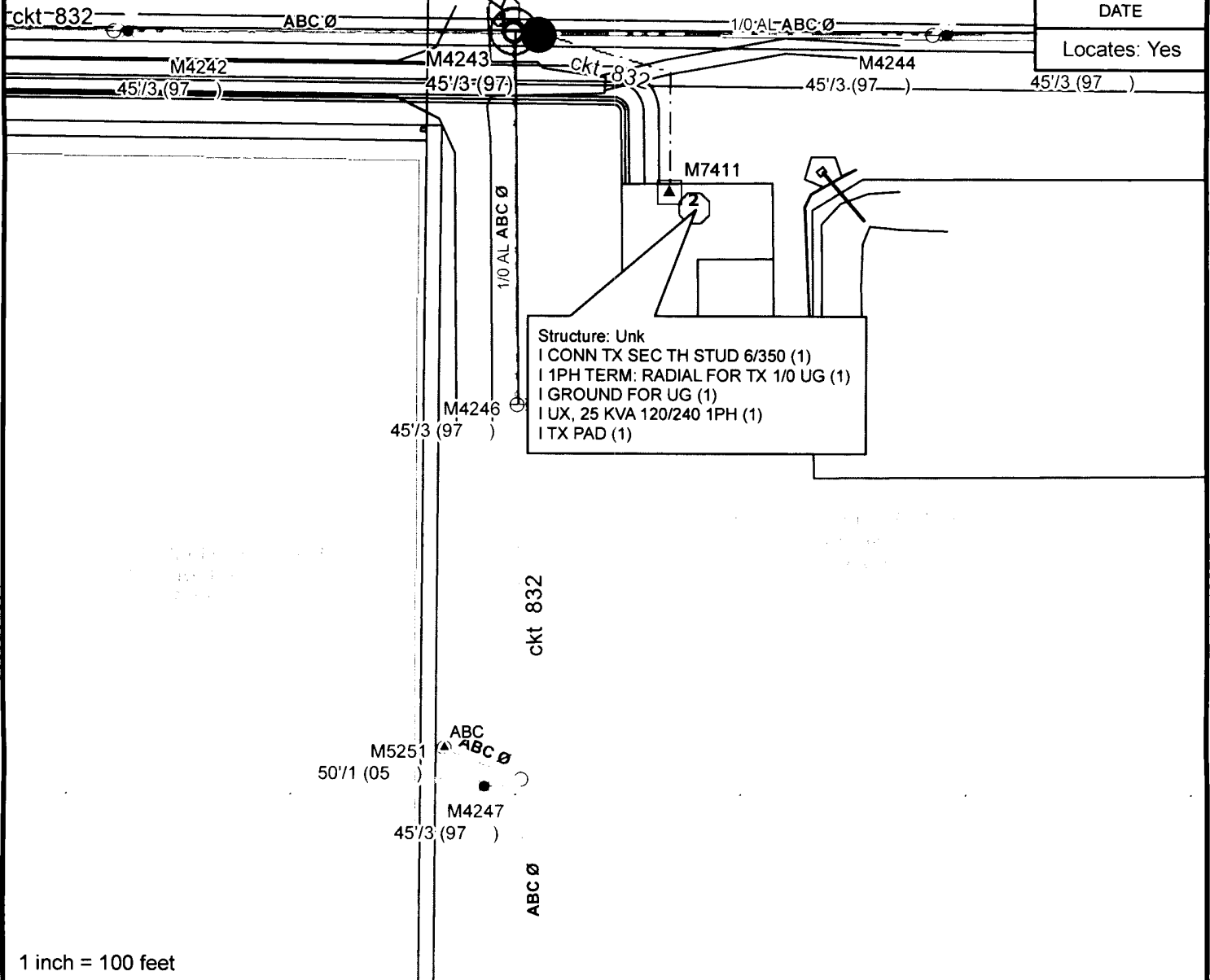


AS BUILT

SIGN
DATE
Locates: Yes

Structure: M4243
 I GROUND FOR OH ASSEMBLIES (1)
 I 10K - FUSE (1)
 I VERT 1PH: RISER CUTOUT/ARREST 100 AMP (1)
 I 3" SCH 80 RISER (1)
 I WP 45' CL 3 (1)

Structure: Unk
 I CONN TX SEC TH STUD 6/350 (1)
 I 1PH TERM: RADIAL FOR TX 1/0 UG (1)
 I GROUND FOR UG (1)
 I UX, 25 KVA 120/240 1PH (1)
 I TX PAD (1)



Verizon Wireless Tower

Install 200' of 1/0AL URD primary from pole M4243 to new 25KVA URD TX.



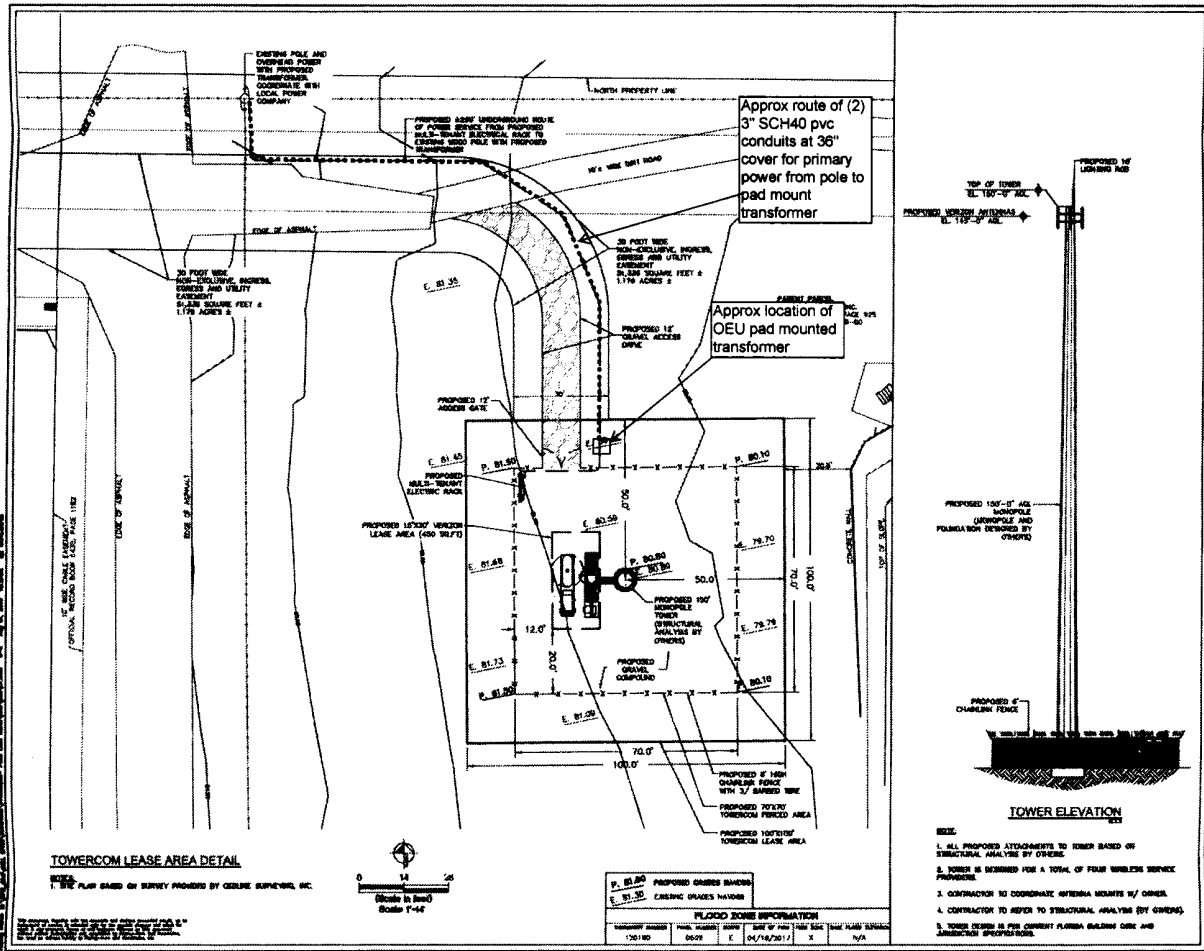
1805 NE 30 AVE
 OCALA, FL 34470

PH: (352) 351-6620
 FX: (352) 401-6961

4117 NW 44th AVE
 Ocala, FL

Prj #:	20-1060	Eng:	jconstable	Ckt:	832
WO #:	EU20-040	Date:	2/10/2020	Page	X of Y

EXHIBIT "B"



TOWERCOM VIII, LLC
241 Atlantic Blvd, Suite 201
Naples Beach, FL 32206

PROJECT INFORMATION:

PALM LAKE NORTH VERIZON SITE # 8039193
4181 NW 47TH AVE
OOLAH, FL 34082
MONROE COUNTY

ISSUED FOR: CONSTRUCTION DRAWINGS

DATE: JUNE 2019

PROVIDER: Kimley-Horn
1920 METIVA WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33411
(561) 840-0800
WWW.KIMLEY-HORN.COM

FIGURE NO.: C-2

PROJECT NUMBER: 144988032

24.00 Rec.

DAVID R. ELLSPERMANN, CLERK OF CIRCUIT COURT
FILE: 97093814
11/20/97 13:22
OR BOOK/PAGE: 2432 / 1141
MARION COUNTY

EASEMENT
INDIVIDUAL

THIS EASEMENT, Made this day between (Print) 1) Donald N. Denson and Paul E. Fornof their heirs, successors and assigns (*GRANTOR*), and the City of Ocala, a municipal corporation, under the laws of the State of Florida, it 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. 2) 34, TWP 3) 14-S, RNG 4) 21-E. 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# 5) 13705-000-00, 13711-001-00, 13708-000-00

LEGAL DESCRIPTION:

6) SEE ATTACHED EXHIBIT "A"

Easement to be 7) 20 feet in width and the length and direction to be defined by City of Ocala Work Order # 8) EPB 020.
Ocala-Gainesville
Flea Market

FILE: 97093814
OR BOOK/PAGE: 2432/1142

2 of 5

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 the 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 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 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 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.

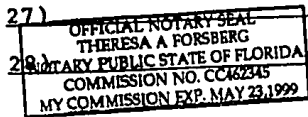
The foregoing easement was acknowledged before me this 22nd day of Nov, 1997, by 23) DONALD N. DENSON & PAUL E. FORNDF (Name of person Acknowledging), who is personally known to me or who has produced 24) DRIVERS LICENSE (type of identification) as identification and who ~~did~~ (did not) take an oath.

25) Theresa A. Forsberg Signature of Person Taking Acknowledgement

26) _____ Name of Acknowledger (Type, Print/Stamped)

27) _____ Title or Rank

28) _____ Serial Number (if any)



Technician: NAME: 29) Karen J. Robinson (Signed)

Prepared by: 30) Karen J. Robinson (Printed)

ADDRESS: P.O. Box 1270
Ocala, FL 34478

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

FILE: 97093814

OR BOOK/PAGE: 2432/1145

EXHIBIT "A"

5 of 5

DESCRIPTION:

COMMENCE AT THE S.E. CORNER OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N.89 19'53"W. ALONG THE SOUTH BOUNDARY OF SAID SECTION 34 A DISTANCE OF 1326.40 FEET TO THE S.W. CORNER OF THE EAST 1/2 OF THE S.E. 1/4 OF SAID SECTION 34; THENCE N.00 53'00"E. ALONG THE WEST BOUNDARY OF SAID EAST 1/2 OF S.E.1/4 A DISTANCE OF 1037.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.00 53'00"E. ALONG SAID WEST BOUNDARY AND ALONG THE NORTHERLY PROJECTION THEREOF 1923.63 FEET TO THE SOUTH BOUNDARY OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK NUMBER 2061, PAGE 296 OF THE PUBLIC RECORDS OF SAID MARION COUNTY ;THENCE S.89 11'44"E. ALONG SAID SOUTH BOUNDARY 252.10 FEET TO THE WESTERTLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NUMBER 75; THENCE S.30 04'02"E. ALONG SAID RIGHT OF WAY LINE 1598.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3124.17 FEET AND A CENTRAL ANGLE OF 11 21'13"; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY CURVE AN ARC DISTANCE OF 619.08 FEET; THENCE DEPARTING SAID RIGHT OF WAY, N.89 15'13"W. 1338.09 FEET TO THE POINT OF BEGINNING. CONTAINING 36.54 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOW DESCRIBED PARCEL FOR INGRESS, EGRESS AND UTILITIES:

COMMENCE AT THE S.E. CORNER OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N.89 19'53"W. ALONG THE SOUTH BOUNDARY OF SAID SECTION 34 A DISTANCE OF 1326.40 FEET TO THE S.W. CORNER OF THE EAST 1/2 OF THE S.E. 1/4 OF SAID SECTION 34; THENCE N.00 53'00"E. ALONG THE WEST BOUNDARY OF SAID EAST 1/2 OF THE S.E. 1/4 A DISTANCE OF 2303.85 FEET TO THE POINT OF BEGINNING; THENCE N.89 09'13"W. ALONG A LINE 1.00 FEET NORTH OF (AS MEASURED PERPENDICULARLY) AND PARALLEL TO THE SOUTH BOUNDARY OF THE NORTH 337.07 FEET OF THE EAST 1/2 OF THE N.W. 1/4 OF SAID S.E. 1/4 OF SECTION 34 A DISTANCE OF 1296.44 FEET TO THE EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE; THENCE N.00 58'43"E. ALONG SAID RIGHT OF WAY LINE 100.00 FEET; THENCE S.89 09'13"E. 100.00 FEET; THENCE S.00 50'47"W. 20.00 FEET; THENCE S.89 09'13"E. 1196.26 FEET TO THE AFORESAID WEST BOUNDARY OF THE EAST 1/2 OF THE S.E. 1/4 OF SECTION 34; THENCE S.00 53'00"W. ALONG SAID WEST BOUNDARY 80.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.43 ACRES, MORE OR LESS.

WILLIS C. MELVIN & ASSOC.

REGISTERED ENGINEERS AND SURVEYORS

6341 NORTH U.S. HIGHWAY 441

CERTIFICATION: