

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for and in consideration of the sum of One Dollar, 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 the privilege and easement to construct and maintain (an electric transmission and distribution line, either or both, over, under, and across) (water line under and across) the following described land in Marion County, Florida, to wit:
The South 225.00 feet of the West 412.20 feet of the North 600 feet of the West 1/4 of the Northeast 1/4 of Section 34, Township 14 South, Range 21 East, except right-of-way for I-75 and except right-of-way for NW 44th avenue.

BK 1494 PG 939

BY James E. Higgins D.C.
Brick
88-020321

RECORDED AND RECEIVED
VERIFIED
MARION COUNTY, FL
1988 APR -8 AM 10:35

aid easement to be (20) feet in width, with construction of power lines to be on, over, under and across, with centerline line of construction to be 3 feet from SOUTH side, and 17 feet from North side of the 20 foot easement, as completed by The City of Ocala Electric Utility Department, Work Order # EFF-188.

to place such poles and attachments thereto, water mains and pipes under, across and on, said land as may be necessary in the construction of said line, including the right to trim, cut and keep clear of said line all trees within the easement and lose trees and limbs on grantor's property outside of the easement which may encumber the same, with the right to go upon said land from time to time as may be necessary to construct, reconstruct, maintain, and repair said line. No trees or rubbery shall be planted in, or permanent structures placed in on installed on, or any other obstruction that would prevent or delay ingress or egress to said easement without the prior written consent of the CITY OF OCALA.

Should any such obstruction be placed in or upon said easement, the City will have the right to remove or have removed any and all obstruction at the property owner's expense, including reasonable attorney fees.

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

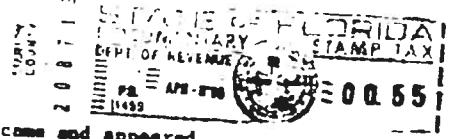
WITNESS WHEREOF, The undersigned grantors have hereunto set their hands and seals this 24 day of July, 1987.

Witnessed, sealed and delivered in our presence as witnesses:

[Signature]
Margie Tippet

E. R. Flowers (SEAL)

Marge (SEAL)



CITY OF FLORIDA,
CITY OF MARION:

For me, the undersigned authority, personally came and appeared E. R. Flowers

as well known as the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they executed the same for the uses and purposes set forth and expressed.

ISS my hand and official seal this 24 day of July, 1987.

Dennis Z. Gosh
Notary Public - State of Florida

My commission expires: My Commission Expires June 2, 1991

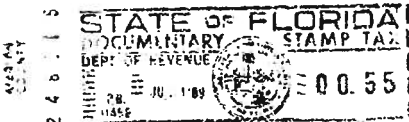
Instrument prepared by:
[Signature]

Approved as to form and legality
[Signature]
City Attorney Date

EASEMENT

BY THESE PRESENTS: That the undersigned, for and in consideration of one dollar, to them in hand paid by the CITY OF OCALA, a municipal corporation of the State of Florida, receipt whereof is hereby acknowledged, do hereby and grant to the CITY OF OCALA the privilege and easement to construct, maintain (an electric transmission and distribution line, either of both, and across) (cancel this under and above) the following described land in Ocala, Florida, to wit:

(See Attached)



it to be (20) feet in width, with construction of power line to be on, over, and across, with centerline line of construction to be 10 feet from north 10 feet from south side of the 20 foot easement, as completed by the City of Ocala Electric Utility Department, Work Order # EP9-150.

and such poles and attachments thereto, and such other structures, across said land as may be necessary in the construction of said line, including the cutting, removal and disposal of all trees within the easement and limbs on grantor's property outside of the easement which may encroach thereon, with the right to go upon said land from time to time as may be necessary to construct, reconstruct, maintain, and repair said line. No trees or shrubs shall be planted in, or permanent structures placed in or installed on, or any obstruction that would prevent or delay ingress or egress to said easement without the prior written consent of the CITY OF OCALA.

In the event such obstruction be placed in or upon said easement, the City will have the right to remove or have removed any and all obstruction at the property owner's expense, including reasonable attorney fees.

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

WHEREOF, The undersigned grantors have hereunto set their hands and seals this 21 day of March, 1989.

Sealed and delivered in presence of us witnesses:

Thad Boyd III (SEAL)
E. R. Flowers (SEAL)

S. Diver
L. W. H.

FLORIDA:
MARION:

and the undersigned authority, personally came and appeared Thad Boyd III & E. R. Flowers

all known as the individuals named in and who executed the foregoing instrument and who acknowledged to me that they executed the same for the uses and purposes set forth and expressed.

my hand and official seal this 21 day of March, 1989.
Notary Public - State of Florida

My commission expires: Notary Public, State of Florida at Large, My Commission Expires 288.31.1991

Instrument prepared by:
ROBERT CARBONELL & SONS, INC.
3220 AVE
Ocala, FL 32671
Box 1270 Ocala, FL 32678
Electric Engineering Division

ACCEPTED BY CITY COUNCIL
on 23rd day of May, 1989
by: [Signature], City Clerk

SK 1581
PG0574

BY [Signature]
89 JUN - 1 PM 12:39
MARION COUNTY, FL

STRIP EASEMENT

A strip of land twenty feet (20') in width lying ten feet (10') on both sides of the following described line:

Commence at the Northwest corners of the NE ¼ of Section 14, Township 14 South, Range 21 East, Marion County, Florida, thence S 89° 22' 10" E, 25.00' to the east right-of-way of NW 44th Avenue, thence S 00° 56' 27" W, 374.00' to the POINT OF BEGINNING, thence S 89° 22' 10" E, 982.83' to a point lying N 89° 22' 10" E, 10.00' from the west right-of-way of Intrastate 75; thence N 01° 02' 00" E, along and parallel to the west right-of-way of Intrastate 75, 674.00' to the POINT OF TERMINUS, extending the side lines to intersect at the right-of-way of NW 44th Street.

SK1581 PG0575

CITY OF OCALA
ESLINDA JACKSON



19.50 R
- 0 DS

THOMAS P. KLINKER, CLERK OF CIRCUIT COURT

FILE: 96090014

12/03/96 10:49

OR BOOK/PAGE: 2312/780

MARION COUNTY -

W. Gaffin

DC.

This instrument prepared by

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

1) Parcel I.D.# 13538-002-00

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: 27, 4) TWP: 14 S. 21 E., 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 # EU6-120.

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) Thomas C. Green (Signed) by 13) William P. Hutson II

9) William P. Hutson II (Printed) Name & Title V.P. of Sales & Marketing

10) Thomas C. Green 14) Attest: Carl Resette DSP

11) Carl Resette (Printed) Name & Title Carl Resette

(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 R. 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

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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.