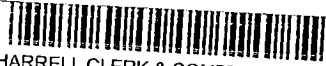


This instrument prepared by
City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Ave. Bldg 400
Ocala, Florida 34470-4875


GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 08/25/2023 10:16:45 AM
FILE #: 2023109976 OR BK 8131 PGS 1098-1102
REC FEES: \$44.00 INDEX FEES: \$0.00
DDS: \$0.70 MDS: \$0 INT: \$0

**GRANT FOR ELECTRIC UTILITY EASEMENT
(INDIVIDUAL)**

THIS EASEMENT, Made this day between 1) David L Butler & Tammy L Swain, as Tenants in common ,
(GRANTOR(s)) 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):

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:

2) SEC: 31 , 3) TWP: 14 , 4) RNG: 23 .

5) PARCEL ID #(s) 16138-000-00

6) JOB SITE ADDRESS 3540 NE 64th Ave, Silver Springs, FL 34488

7) LEGAL DESCRIPTION: (See attached 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 EU23-050 (See attached Exhibit "B"). 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 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 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 the 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 purpose 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 canceled 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) 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 and subject to any use made by GRANTOR not inconsistent with the rights granted herein.

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.

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.

[This portion of page intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the undersigned GRANTOR(S) have hereunto set their hands and seals this:
8) 13 day of February, 2023.

By signing below, I/we attest that no changes have been made to the content of this document.

WITNESSES:

9) Amanda Huck
Signature - Witness #1

10) Amanda Huck
Printed Name - Witness #1

11) Alicia Spizimo
Signature - Witness #2

12) Alicia Spizimo
Printed Name - Witness #2

13) David L. Butler
Grantor Signature

14) DAVID L. BUTLER
Grantor Name (Printed)

15) 3372 NE 17 TERRACE
Grantor Address - Line 1

OCALA FL 34479
Grantor Address - Line 2

16) [Signature]
Grantor #2 Signature

17) Tammy Swain
Grantor #2 Name (Printed)

18) 3372 NE 17th Terrace
Grantor #2 Address - Line 1

Ocala, FL 34479
Grantor #2 Address - Line 2

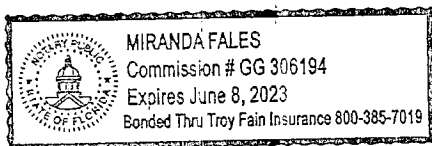
19) STATE OF Florida

20) COUNTY OF Manion

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 13 day of February, 2023, by

David L. Butler and Tammy L. Swain
(name of Grantor(s) / person(s) acknowledging)

61) [Signature] Signature of Notary Public



22) _____ Printed / Stamped Name Commissioned Name of Notary

23) Personally Known ☒ OR Produced Identification _____

24) Type of Identification Produced _____

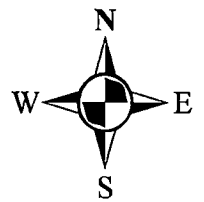
RETURN TO: Jennifer Constable
City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Ave. Bldg 400
Ocala, FL 34470-4875

EXHIBIT 'A'

SEC 31 TWP 14 RGE 23
N 440 FT OF W 1/2 OF SE 1/4 OF SE 1/4 OF SW 1/4 &
W 1/2 OF SE 1/4 EXC N 440 FT & EXC E 132 FT &
E 1/2 OF SE 1/4 OF SE 1/4 OF SW 1/4
EXC N 200 FT OF E 105 FT
EXC W 80 FT OF E 105 FT OF S 460 FT
EXC W 66 FT OF E 171 FT
EXC E 25 FT THEREOF &
W 66 FT OF E 171 FT OF E 1/2 OF SE 1/4 OF SE 1/4 OF SW 1/4 &
W 80 FT OF E 105 FT OF S 460 FT OF E 1/2 OF SE 1/4 OF SE 1/4 OF SW 1/4
EXC RD ROW &
EXC COM 30 FT N & 25 FT W OF THE SE COR OF SW 1/4 OF SEC 31 FOR THE
POB TH W 145.90 FT TH N 149.92 FT TH E 145.90 FT TH S 149.92 FT TO THE
POB
EXC COM N 30 FT & W 25 FT OF THE SE COR OF SW 1/4 OF SEC 31 TH
N 01-12-41 W 149.42 FT TO THE POB TH CONT N 01-12-14 W 128.01 FT TH W
145.50 FT TH S 01-07-38 E 128 FT TH E 145.67 FT TO THE POB
EXC COM N 30 FT AND W 25 FT OF THE SE COR OF SW 1/4 OF SEC 31 TH
N 01-12-41 W 277.43 FT TO THE POB TH CONT N 01-12-42 W 56.07 FT TH W
145.42 FT TH S 01-07-38 E 56.07 FT TH E 145.50 FT TO THE POB &
COM N 30 FT & W 25 FT OF THE SE COR OF SW 1/4 OF SEC 31 TH
N 01-12-41 W 277.43 FT TO THE POB TH CONT N 01-12-42 W 56.07 FT
TH W 145.42 FT TH S 01-07-38 E 56.07 FT TH E 145.50 FT TO THE POB

EXHIBIT 'B'

CHRISTIAN CH
3511 NE
1613



AS BUILT

SIGN

DATE

Locates: Yes

TORRES CARLOS A
3700 NE 64TH AVE
16136-000-00

Structure: G1366
I VERT 1PH SLACKSPAN: 35KV POST CLAMP <= 4/0 (1)
I NEUTRAL DE: SPOOL CLEVIS SLACKSPAN (<= 4/0) (1)
R GROUND FOR OVERHEAD ASSEMBLIES (1)
R VERT 1 PH: TX ACCY PKG (NO JUMPER PIN) (1)
R TX 7200 120/240 15 KVA (1)
L WOOD POLE 40' CL 3 (1)

Structure: G7135
I UG Single Meter (1)
I TX, 7200 120/240 25 KVA 1 PH (1)
I TX PAD (1)
I CONN TRAN SEC 5/8" STUD 6/350 (1-PH 25-75 KVA) (1)
I 1 PH TERM: RADIAL FOR TX 1/0 (1)

Structure: G7134
I 3" PVC SCH 80 RISER WITH STRAPS (WOOD) (1)
I WOOD POLE 40' CL 3 (1)
I VERT 1PH SLACKSPAN: 15KV POST CLAMP > 4/0 (1)
I NEUTRAL DE: SPOOL CLEVIS SLACKSPAN (<= 4/0) (1)

House

G7135 6285

SWAIN TAMMY L
3540 NE 64TH AVE
16138-000-00

10' easment

G7134

40'3 () V 3540

G1366
40'3 (93)

CHRISTIAN CHURCH DISCIPLES OF CHRIST
IN FLORIDA INC

16140-000-01

3511

WATKINS EBONY P
6251 NE 35TH ST
16140-000-00

6323

CHRISTIAN CHURCH DISCIPLES OF CHRIST IN FLORIDA INC
3510 NE 64TH AVE
16142-001-00

3510

G1365

G4491

NE 35TH ST

YL1982

G2357

NE 35TH ST

NE 64TH AVE

INTERNAL IMPROVEMENT TRUST FUND OF STATE OF FL

31752-002-00

CHRISTIAN CHURCH (DOC) FL INC
6455 E SILVER SPRINGS BLVD
31760-000-00

1 inch = 127 feet

Weitlund Construction

Install 40' WP with slack span primary, install 3" riser on new pole. Install 530' URD primary with 25KVA TX



1805 NE 30 AVE
OCALA, FL 34470

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

3540 NE 64th AVE
Silver Springs, FL

Prj #:	23-1060	Eng:	JConstable	Ckt: 713
WO #:	EU23-050	Date:	1/31/2023	Page X of Y