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 ¼ of the Northeast ¼ 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.

BY Frances E. Higgins D.C.
88-020321

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

BK1494 PG0939

said easement to be (20) feet in width, with construction of power line 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.

said to place such poles and attachments thereto, water mains and pipes under, across said 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 those trees and limbs on grantor's property outside of the easement which may endanger 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 shrubbery 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.

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

Signed, sealed and delivered in our presence as witnesses:

E R Flowers (SEAL)

Margie (SEAL)

Margie Tippett

STATE OF FLORIDA
DEPARTMENT OF REVENUE
DOCUMENTARY STAMP TAX
PD APR-88 $00.55

STATE OF FLORIDA:
COUNTY OF MARION:

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

to be 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.

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

Notary Public - State of Florida
My commission expires: Notary Public, State of Florida at Large My Commission Expires June 6, 1990

Instrument prepared by:

Box 1270 Ocala, FL 32678
386 - Rev. 4-6-87

Approved as to form and legality

City Attorney Date

2a

EASEMENT

BY THESE PRESENTS: That the undersigned, for and in consideration of
ne Dollar, to them in hand paid by the CITY OF OCALA, a municipal corpor-
the laws of the State of Florida, receipt whereof is hereby acknowledged,
wey and grant to the CITY OF OCALA the privilege and easement to con-
aintain (an electric transmission and distribution line, either of both,
and across) (~~under, through or and across~~) the following described land
unty, Florida, to wit.

(See Attached)

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT OF REVENUE
JU. 1989
00.55

BK1581 PG0574

it to be (20) feet in width, with construction of power line to be on, over,
cross, 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
la Electric Utility Department, Work Order # EPP-150.

e such poles and attachments thereto, ~~under, through or and across~~, across
d land as may be necessary in the construction of said line, including
o trim, cut and keep clear of said line all trees within the easement and
and limbs on grantor's property outside of the easement which may en-
nger, with the right to go upon said land from time to time as may be
o construct, reconstruct, maintain, and repair said line. No trees or
shall be planted in, or permanent structures placed in on installed on, or
obstruction that would prevent or delay ingress or egress to said easement
a prior written consent of the CITY OF OCALA.

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

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

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

ealed and delivered
esence as witnesses:

Thad Boyd III (SEAL)

E. R. Flowers (SEAL)

FLORIDA:
F MARION:

e, the undersigned authority, personally came and appeared

Thad Boyd III & E. R. Flowers

ill known as the individuals named in and who executed the foregoing instru-
d who acknowledged to me that they executed the same for the uses and pur-
et 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 JAN. 31, 1991

89 93264 BY Thomas E. Pope, Jr. D.C.

1989 JUN -1 PM 12:39 CLERK OF CIRCUIT COURT MARION COUNTY, FL

nstrument prepared by:
Rogers Engineering C.O. Inc.
3rd Ave
la, FLA 32671
ox 1270 Ocala, FL 32678
ic Engineering Division

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

STRIP EASEMENT

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

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

BK1581 PG0575

CITY OF OCALA
BELINDA JACK

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 - 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 IV 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: 21 , 4)TWP: 14 South, 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 # EU6-126.

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 TWAIN INDUSTRIES

8) Theresa Cyprian (Signed) by 13) William R Hutsen II

9) Jeremiah Jent (Printed) Name & Title William R Hutsen II V.P. of Sales & Marketing

10) Theresa Cyprian 14) Attest: Carl Roschke DSP

11) Jeremiah Jent (Printed) Name & Title Carl Roschke

FILE: 96090014
OR BOOK/PAGE: 2312/782

(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. HUTSON II as VICE President, and by CARL RASCHKE DIRECTOR OF ~~as~~ 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)

Official Seal
CATHERINE M. BOURGEOIS
Notary Public, State of Florida
My comm. expires Feb. 11, 2000
Comm. No. CC531438

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

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LEGAL DESCRIPTION

NW¼ of SE¼; SW¼ of NE¼; SW¼ of SE¼; except r/w of I-75 and NW 44th Avenue, in Section 27, Township 14 South, Range 21 East; and, N 600' of W½ of NE¼; except I-75 r/w, in Section 34, Township 14 South, Range 21 East; Marion County, Florida.