



CITY OF OCALA
BELINDA JACK
ANCHOR AND GUY EASEMENT

BY J. JACK TC

RECORDED
VERIFIED
MARION COUNTY, FL

93-016775
MARK III INDUSTRIES
ANCHOR AND GUY EASEMENT

93 MAR 12 AM 11:04

BK1907PG1717

KNOW ALL MEN BY THESE PRESENT: That the undersigned, for and in consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable consideration 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, its successors and assigns, the privilege and easement to construct and maintain a pole anchor and guy attachment over, under and across the following described real property in MARION COUNTY, FLORIDA: SEC 1) 27, TWP 2) 14 S., RNG 3) 21 E.

3a) See attached sheet.

See Page 3 of 3

Easement to be 4) 5 feet in width and the length and direction to be defined by CITY OF OCALA WORK ORDER #3) EP2-353.

And to place such pole anchor and guy attachments thereto, over, under and across said land as may be necessary in the construction of a powerline, with the right to go upon said land and the land adjacent thereto from time to time as may be necessary to maintain and repair said anchor and guy.

Any addendum attached to this agreement shall be limited to legal descriptions, surveys or drawing unless prior approval has been received from the CITY OF OCALA.

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 6) 12 day of February, 1993.

WITNESSES

GRANTORS

7) David Gaboardi
8) Carol Harris
David Gaboardi
Carol Harris

(Signed) 11) J. Joe Kaim S.
(Legal Signature)
(Printed) 12) F. JOE KAIM JA.
ADDRESS 13) P.O. Box 2525
Ocala FL 34478

9) _____
10) _____

(Signed) 14) _____
(Legal Signature)
(Printed) 15) _____
ADDRESS 16) _____

STATE OF 17) FLORIDA)
COUNTY OF 18) MARION) ss

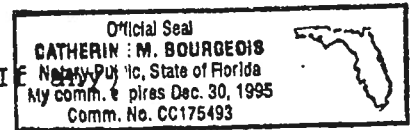
✓ The foregoing easement was acknowledged before me this 19) 12 TH

of FEBRUARY, 1993, by 20) F. JOE KRIM, JR.
 (Name of person Acknowledging), who is personally known to me ~~or~~
 who has produced _____ (type of identification)
 as identification and who did (~~did not~~) take an oath.

22) *[Signature]* Catherine M. Bourgeois
 Signature of person taking
 Acknowledgment (Acknowledger)
 23) HANS G. TANZLER III CATHERINE M. BOURGEOIS
 Name of Acknowledger
 (Typed, printed or stamped)

24) Secretary and C.F.O. Title or Rank

25) _____ Serial Number (If any)



Technician: Name: 26) *Karen J. Robinson* (Signed)

PREPARED BY: 27) KAREN J. ROBINSON (Printed)

ADDRESS 28) P.O. BOX 1270
OCALA FLORIDA, 34478-1270

Return to: CITY OF OCALA ELECTRIC UTILITIES
ELECTRIC ENGINEERING DIVISION
P.O. BOX 1270
OCALA, FL 34478-1270

Revised 12/02/92

ACCEPTED BY CITY COUNCIL
 on 9th day of March, 19 93
 By: Deborah C. Bullock
 Senior Deputy City Clerk

13539-001-00
 South 1/2 of the Southwest 1/4 of Section 27, Township 14 South, Range 21 East, Marion County, Florida, less and except right-of-way for County Road 35-W.

13539-002-00
 That portion of the SW 1/4 of the SE 1/4 of Section 27, Township 14 South, Range 21 East, Marion County, Florida, lying east of N.W. 44th Avenue and west of Interstate Highway No. 75;

EXCEPT the following described lands:

Commencing at the Southwest corner of the said S.E. 1/4 of Section 27, said corner being a Railroad Spike in pavement; Thence N 00° 26' 59" E, along the West line of the said S.E. 1/4, 895.07 feet; Thence N 89° 50' 07" E, 27.05 feet to a concrete monument stamped Martin L. Williams 4127, on the East Right of way line of N.W. 44th Avenue (50 feet wide), and the POINT OF BEGINNING; Thence N 00° 27' 07" E, along the East right of way line of said N.W. 44th Avenue, 438.00 feet to a 3/4 inch iron pipe; Thence N 89° 50' 07" E, departing said East right of way line, 994.68 feet to a plain concrete monument on the West right of way line of Interstate Highway No. 75, (300 feet wide); Thence S 00° 37' 42" W, along the West right of way line of said Interstate Highway No. 75, 438.02 feet to a concrete monument stamped Martin L. Williams 4127; Thence S 89° 50' 07" W, departing said West right of way line, 993.34 feet to the POINT OF BEGINNING.

Containing 20.39 acres more or less.

CITY OF OCALA
SELINDA JAC

19.50 R
+ DS

THOMAS P. KLINKE, 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.# 13538-000-00

EASEMENT
(Corporation)

THIS EASEMENT, Made this day between 2) Mark II Trd.
(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 # EUG-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

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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 INDUSTRIES8) Sherris Cyeleson(Signed) by 13) William R. Hutson II9) William R. Hutson II(Printed) Name & Title William R. Hutson II
V.P. of Sales & Marketing10) Sherris Cyeleson14) Attest: Carl Rosette DSP11) William R. Hutson II(Printed) Name & Title Carl Rosette

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(Corporate Grantor's mailing address)

MARK III INDUSTRIES
P.O. Box 1868
Ocala, FL 34478-1868

15) STATE OF FLORIDA)

16) COUNTY OF MARION)

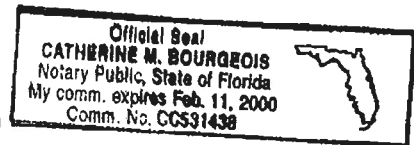
The foregoing easement was acknowledged before me this 24th day of JULY, 1996, by WILLIAM B. HUTSON II as VICE President, and by CARL RASCHKE, DIRECTOR OF SPECIAL PROJECTS Secretary, respectively of MARK III INDUSTRIES a corporation of the State of FLORIDA both being personally known to me or who have produced ALA (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.