



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

- 1) Parcel I.D. # 15841-002-00
 2) Job Site Address: _____

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

THIS EASEMENT, Made this day between 3) Armstrong Land, LLC
 (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):

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: 22.

7) LEGAL DESCRIPTION:

SEE 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 EU22-056. 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.

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) _____ day of _____, _____.

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) Robert A. Deahl
Printed Name - Witness #1

11) [Signature]
Signature - Witness #2

12) David Garcia
Printed Name - Witness #2

13) Armstrong Land, LLC
LLC Name

14) by: [Signature]
Signature
Russell Smith, Vice President
Printed Name and Title

15) Attest: [Signature]
Signature
Andrea Agha / Director, Lennar
Printed Name and Title

LLC Grantor's mailing address: 4600 W Cypress St. #200
Tampa, FL 33607

16) STATE OF Florida

17) COUNTY OF Marion

The foregoing easement was acknowledged before me this 20 day of December,
2022, by Russell Smith as Vice President,

and by N/A as Secretary, respectively of Armstrong Land, LLC

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

18) Belinda Eggmann Signature of Person taking acknowledgement

19) Belinda Eggmann Printed/Stamped Name

20) _____ Title or Rank

21) _____ Serial Number (if any)



BELINDA J EGGMANN
Commission # **GG 948307**
Expires **January 29, 2024**
Bonded Thru Budget Notary Services

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

Exhibit "A"

A PORTION OF LAND IN S.E. 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 34; THENCE ALONG WEST BOUNDARY LINE OF SOUTHEAST 1/4 OF SAID SECTION 34, S.00°03'41"W., 304.58 FEET TO THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF COUNTRY ESTATES FIRST ADDITION ACCORDING TO THE PLAT BOOK 1, PAGES 176 AND 177 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY LINE ALONG THE SOUTH BOUNDARY LINE OF SAID COUNTRYSIDE ESTATES FIRST ADDITION, S.89°48'02"E., 2,608.48 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.E. 36TH AVENUE (80 FEET RIGHT OF WA); THENCE DEPARTING SAID SOUTH BOUNDARY LINE, ALONG SAID WEST RIGHT OF WAY LINE S.00°09'09"W., 1,014.04 FEET TO THE SOUTHEASTERLY CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7454, PAGE 1479 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE; ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7454, PAGE 1479 THE FOLLOWING FOUR (4) COURSES: (1) N.89°49'26"W., 621.49, (2) THENCE S.00°35'01"W., 39.27 FEET; (3) THENCE N.89°49'00"W., 942.41 FEET; (4) THENCE S.00°03'31"W., 1,253.41 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF N.E. 35TH STREET (60 FEET RIGHT OF WAY); THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, ALONG SAID NORTH RIGHT OF WAY LINE; THENCE N.89°48'53"W., 1,042.39 FEET TO A POINT ON THE WEST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG SAID WEST BOUNDARY LINE N.00°03'17"E., 2,307.50 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 92.51 ACRES, MORE OR LESS.