

RECORDING FEES 61.00

ELECTRIC ENGINEERING DIVISION
2100 NE 30th Ave. Ocala, Florida 34470-4875 (352)351-6620

This instrument prepared by
City of Ocala Utility Services
2100 NE 30th Ave., Bldg B.
Ocala, Florida 34470-4875

EASEMENT
(Individual)

THIS EASEMENT, Made this day between 1) HENRY A. EHLERS, as Trustee of the STATE ROAD 200 LAND TRUST AGREEMENT #3 DATED SEPTEMBER 24, 2003, (GRANTOR(s)) 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:

2)SEC: 26, 3)TWP: 16, 4)RNG: 20. 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.

Parcel ID# 5) 35300-070-02

- 6) JOB SITE ADDRESS SW
9311 ~~SE~~ Hwy 200 (customer's address)
9297 ~~SE~~ Hwy 200 (address of requested easement)
SW
- 7) LEGAL DESCRIPTION: See attached Exhibit A

Easement to be 8) 20 feet in width and the length and direction to be defined by City of Ocala Work Order # 9) WI09-155.

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.

It is the intention of the parties not to increase the burden upon the subject property which now exists by virtue of the service line presently located with the Easement Area.

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.

IN WITNESS WHEREOF, the undersigned GRANTOR'S have hereunto set their hands and seals this 10) 15th day of October, 2009.

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.

WITNESSES:

11) <u>Linda Smith</u> (Signed)	15) <u>Henry A. Ehlers</u> (Legal Signature)
12) <u>Linda Smith</u> (Printed)	16) <u>Henry A. Ehlers, Trustee</u> (Grantor)
(Address)	17) <u>2437 SE 17th Street</u>
	<u>Ocala, FL 34471</u>
13) _____ (Signed)	18) _____ (Legal Signature)
14) _____ (Printed)	19) _____ (Grantor)
(Address)	20) _____

State of 21) Florida

County of 22) Marion

The foregoing easement was acknowledged before me this 23) 15th day of
October, 2009, by 24) Henry A. Ehlers

(Name of person Acknowledging), who is personally known to me or who has produced

25) Personally Known (type of identification) as identification and

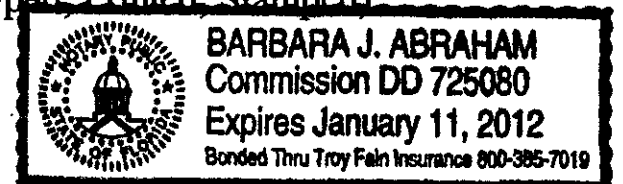
who did (did not) take an oath.

26) *Barbara J. Abraham* Signature of Person Taking Acknowledgement

27) Barbara J. Abraham Name of Acknowledger (Typed, Printed, Stamped)

28) Notary Title or Rank

29) DD725080 Serial Number (if any)



Technician: Name: 30) (Signed)

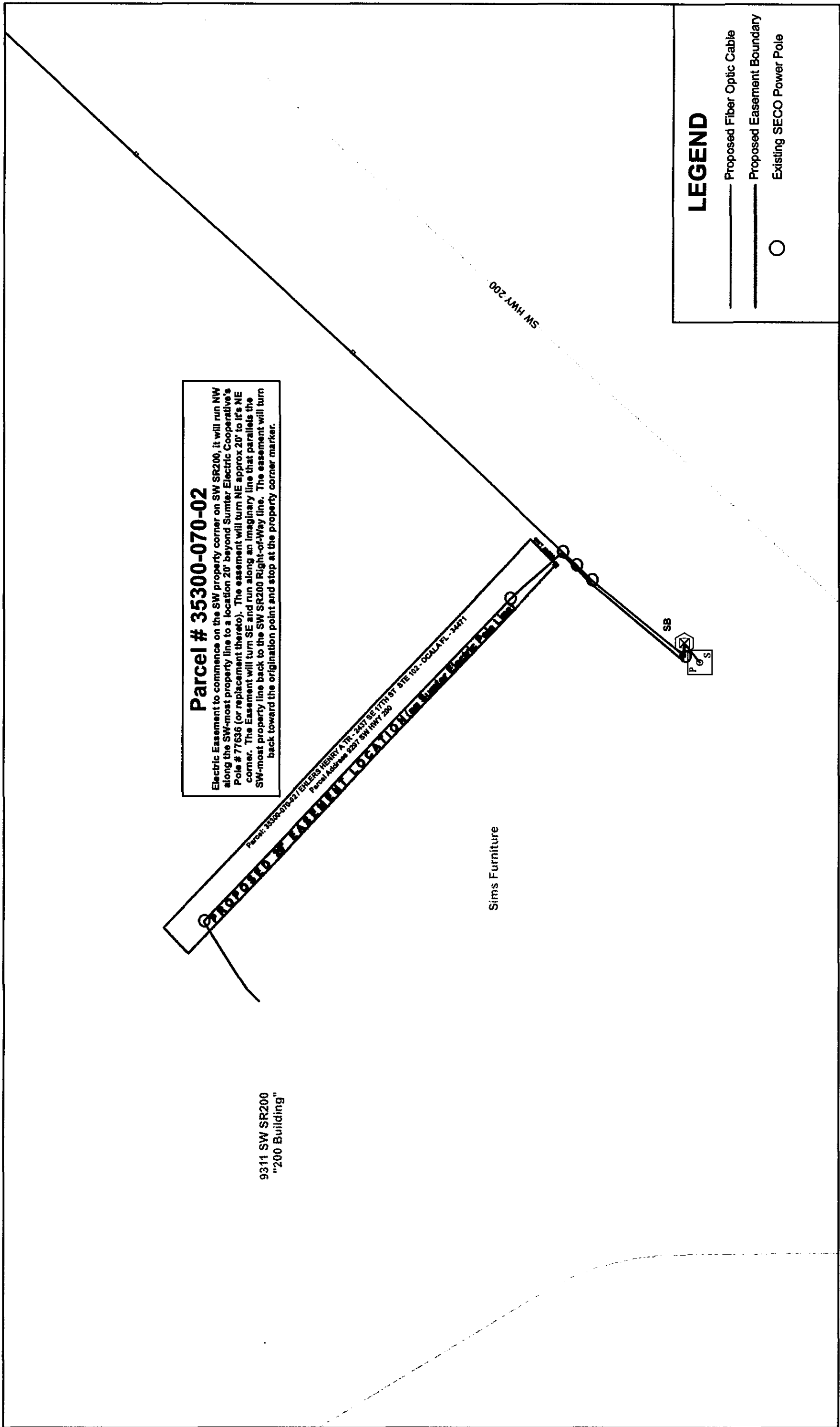
31) Len Gadde (Electric Engineering Technician I) (Printed)

Return to: **LEN GADDE**
City of Ocala Utility Services
Electric Engineering Division
2100 NE 30th Ave., Bldg B.
Ocala, Florida 34470-4875

LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE WEST BOUNDARY OF THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 20 EAST, S.0°45'30" W., 274.08 FEET FROM THE NORTHWEST CORNER OF SAID SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$; THENCE N.0°45'30"E. ALONG SAID WEST BOUNDARY 274.08 FEET TO THE SAID NORTHWEST CORNER; THENCE S. 45°12'51"E., 1597.01 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF STATE ROAD 200; THENCE S.42°24'35"W. ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE 40.03 FEET; THENCE N. 45°12'51"W., 700.00 FEET; THENCE N. 57°43'09"W., 725.39 FEET; TO THE POINT OF BEGINNING. THE NORTH 25 FEET THEREOF BEING SUBJECT TO AN EASEMENT.

LESS AND EXCEPT THAT PORTION DESCRIBED AS PARCEL NO. 131 IN BOOK 2474, PAGE 296.



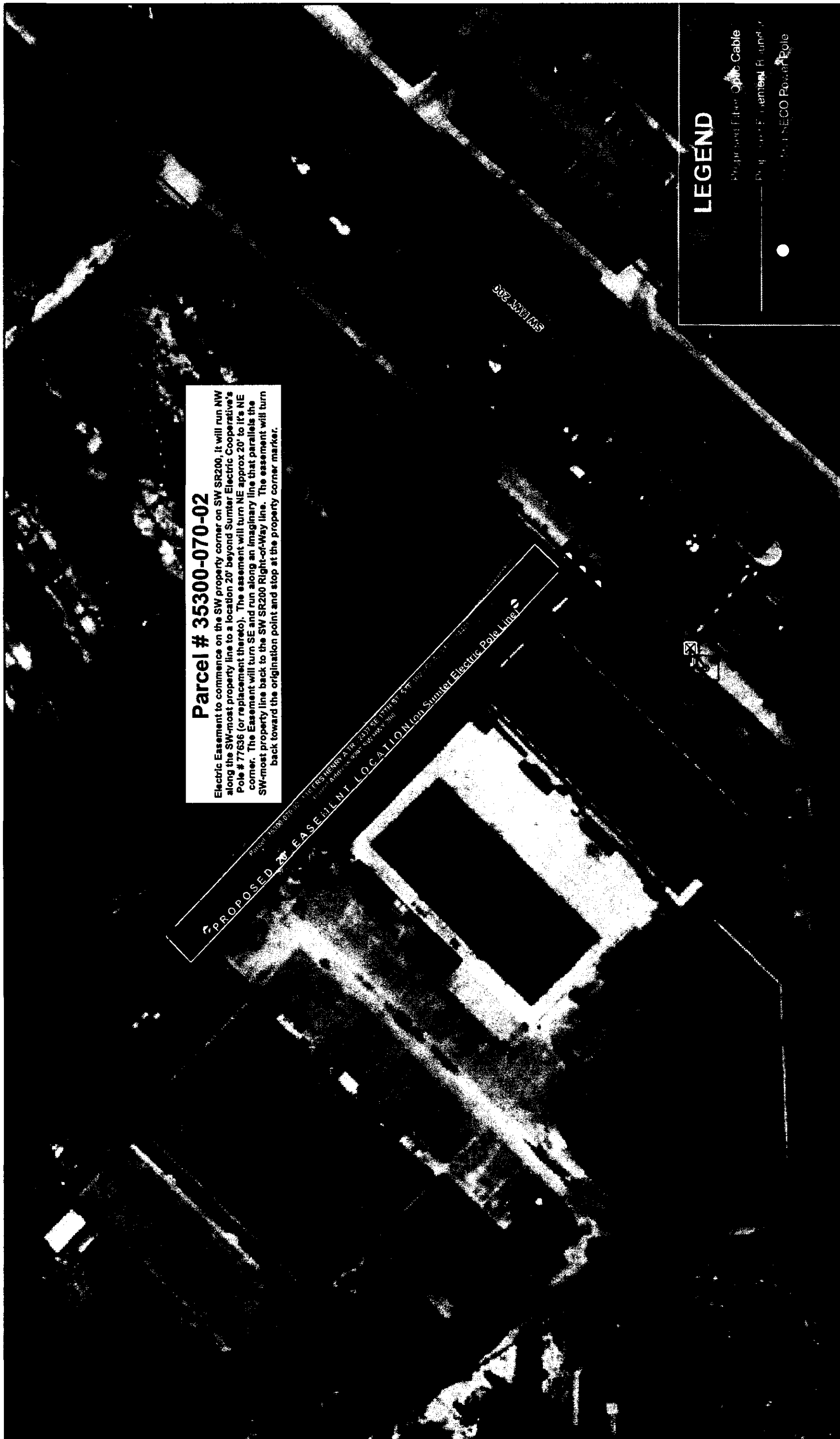
City of Ocala
Utility Services

POWER SERVICES
WATER AND SEWER SERVICES
TELECOM/NETWORK SERVICES
CUSTOMER SERVICES



Proposed Electric Easement Location Parcel # 35300-070-02

Prepared by
CITY OF OCALA
ELECTRIC ENGINEERING
9/22/2009

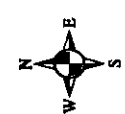


Parcel # 35300-070-02

Electric Easement to commence on the SW property corner on SW SR200, it will run NW along the SW-most property line to a location 20' beyond Summit Electric Cooperative's Pole # 77636 (or replacement thereof). The easement will turn NE approx 20' to it's NE corner. The Easement will turn SE and run along an imaginary line that parallels the SW-most property line back to the SW SR200 Right-of-Way line. The easement will turn back toward the origination point and stop at the property corner marker.

LEGEND

- Proposed Fiber Optic Cable
- Proposed Easement Boundary
- Proposed NECO Power Pole



City of Ocala
Utility Services
POWER SERVICES
WATER AND SEWER SERVICES
TELECOMMUNICATION SERVICES
CUSTOMER SERVICES



Proposed Electric Easement Location Parcel # 35300-070-02

Prepared by
CITY OF OCALA
ELECTRIC ENGINEERING
9/22/2009