

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

1) Parcel I.D. # 31865-000-00

2) Job Site Address: 500 SE 66 Ter (Deer Path North Phase II)

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

THIS EASEMENT, Made this day between 3) HTM Developers, 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: 18, 5) TWP: 15, 6) RNG: 23.

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 EU21-135 (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 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.

Notwithstanding anything else contained herein, GRANTOR shall retain the right to install and
maintain a drive crossing within the Easement area at SE 66 Terrace, at a perpendicular angle to
the easement. GRANTEE will, to the extent possible, conduct its activities in such a manner as
to minimize disruption in GRANOR's ability to access its drive.

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 – Witness #1

10) Billy Butler
Printed Name – Witness #1

11) _____
Signature – Witness #2

12) Sally J. Altman
Printed Name – Witness #2

13) HTM DEVELOPERS, LLC
LLC Name

14) by: _____
Signature

by: MATT FABIAN, MANAGER
Printed Name and Title

for: _____
Corporate Name (when LLC owned by Corporation)

as: _____
Printed Title of Corporation

15) _____
Attesting Corporate Officer Signature Signature

Printed Name and Title

LLC Grantor's mailing address: HTM DEVELOPERS, LLC

4349 SE 20TH ST

OCALA, FL 34471

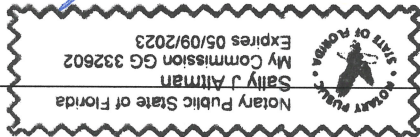
16) STATE OF FLORIDA

17) COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of November, 2021, by Matthew Fabian as Manager President, and by NA as Attesting Officer, respectively of NA, a LLC of the State of Florida.

18) [Signature] Signature of Notary Public

19) [Stamp] Printed/Stamped Name Commissioned Name of Notary



20) Both Personally Known ☒ OR Produced Identification ☐

21) Type of Identification Produced _____

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

"EXHIBIT A"

SEC 18 TWP 15 RGE 23

COM AT NW COR OF NW 1/4 OF SE 1/4 OF SEC 18 TH S 88-51-21 E 410 FT TO
POB TH S 88-53-14 E 916.69 FT TH S 00-03-01 E 594.18 FT TH S 88-59-12 E
906.66 FT TH S 00-05-32 E 728.75 FT TH N 89-14-19 W 905.93 FT TH N 89-14-02 W
458.89 FT TH N 00-07-13 W 823.64 FT TH N 89-04-18 W 44.75 FT TH N 00-11-44 E
46.18 FT TH N 88-54-30 W 412.71 FT TH N 00-08-00 W 460.19 FT TO POB

