

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 the 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: 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 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 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 cancelled 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) that 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.

IN WITNESS WHEREOF, the GRANTOR'S hands and seals have been hereunto affixed this (9) 6 day of February, 19 97.

Any addendum's 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:

10) <u>Devon G. Goode</u>	(Signed)	14) <u>L.C. Stevenson SA</u>	(L.S.)
11) <u>Devon L. Goode</u>	(Printed)	15) <u>LC Stevenson</u>	
	(Address)	16) <u>333 NW 46th Ave</u>	(Grantor)
		17) <u>Ocala FL 34482</u>	
12) <u>[Signature]</u>	(Signed)	18) _____	(L.S.)
13) <u>Carol West</u>	(Printed)	19) _____	(Grantor)
	(Address)	20) _____	

STATE OF 20) Florida)
COUNTY OF 21) Marion) ss.

The foregoing easement was acknowledged before me this 22 6
day of February, 1997, by 23) LC Stevenson

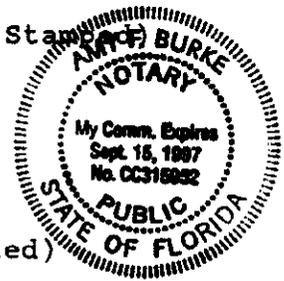
(Name of person Acknowledging), who is personally known to me or
who has produced 24) S 315-523-30-324 (type of
identification) as identification and who did (did not) take an
oath.

25) Amy F. Burke Signature of Person Taking Acknowledgement

26) Amy F. Burke Name of Acknowledger (Type, Print/Stamp)

27) Secretary Title or Rank

28) CC315952 Serial Number (if any)



Technician: NAME: 29) David M. Haslam (Signed)

Prepared by: 30) DAVID M. HASLAM (Printed)

ADDRESS: P.O. Box 1270
Ocala, FL 34478

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