



Find your place

Electric Engineering Division

Procedures for ELECTRIC UTILITY EASEMENT (CORPORATION)

Proceed in numerical sequence:

1. Insert Parcel I.D. #
2. Job Site address
3. Print property owner's name (as it appears in the Marion County Property Appraiser's records)
4. Section #
5. Township #
6. Range #
7. Legal description of the property. If description is too long for space provided, please type "See Attached Exhibit A" and attach copy of legal description and mark it "Exhibit A."
8. Date of execution – Should be the same date as the date notarized.
9. Signature of first witness (One witness can be the Notary)
10. Printed first witness name
11. Signature of second witness- MUST be different from the first witness (One witness can be the Notary)
12. Printed second witness name
13. Corporate name of owner as it appears on owner's deed
14. Signature of authorized corporate officer, as listed in www.Sunbiz.org or in Marion County Property Appraiser's records.
Note: For all corporations the person signing must be a *corporate officer*.
15. Attesting corporate officer, usually corporate secretary
16. State where easement executed
17. County where easement executed
18. Signature of Notary Public
19. Notary name (typed, printed, or stamped).
20. Notary must indicate if personally known and/or Grantor produced identification.
21. Notary must describe identification that was provided (e.g., "Florida Driver's License")
22. In order to record this easement at the Marion County Court House, the Corporate Grantor's mailing address must be completed on page 2 of the easement document.
23. Please provide the Corporate Grantor's phone number (separate from the easement document) so that they can be reached in the event of any follow-up questions. Do not include it on the easement document that will be recorded.

Should you have any further questions, please contact this office. Thank you for your cooperation.

Ocala Electric Utility – Engineering Division
1805 NE 30th Ave. ♦ Bldg 400 ♦ Ocala, FL ♦ 34470 ♦ (352) 351-6620

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. #(s) _____
2) Job Site Address: _____

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

THIS EASEMENT, Made this day between 3) _____ ,
(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: _____ , 5) TWP: _____ , 6) RNG: _____ .

7) LEGAL DESCRIPTION: (See attached Exhibit "A")

The Easement shall be _____ feet in width and the length and direction are as set forth in City of Ocala work order
number _____ (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.

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 extend to and be obligatory upon the heirs, successors, lessees, and assigns of the respective parties hereto.

[This portion of page intentionally left blank. Signatures to follow.]

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) _____
Printed Name – Witness #1

11) _____
Signature – Witness #2

12) _____
Printed Name – Witness #2

13) _____
Corporate Name

14) by: _____
Signature

Printed Name and Title

15) Attest: _____
Signature

Printed Name and Title

Corporate Grantor’s mailing address: _____

16) STATE OF _____

17) COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20_____, by

_____, as _____

and by _____, as attesting Corporate Officer,

respectively of _____, a Corporation of the State of

_____.

18) _____ Signature of Notary Public

19) _____ Printed / Stamped Name Commissioned Name of Notary

20) Both being Personally Known _____ OR Produced Identification _____

21) Type of Identification Produced _____.

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