



Find your place

Electric Engineering Division

**Procedures for ELECTRIC UTILITY EASEMENT
(LIMITED LIABILITY COMPANY, LLC)**

Proceed in numerical sequence:

1. Insert Parcel I.D. #.
2. Job Site address .
3. Print corporate name.
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.

NOTE: No witnesses are needed if LLC President signs and LLC Secretary attests to execution. The LLC Seal must accompany this Easement if not witnesses. But Easement must be witnessed if not attested and sealed (Corporate Seal).

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. LLC name of owner as it appears on owner's deed.
14. Signature of authorized LLC officer.

Note: The person signing must be listed as the *Manager* or *Managing Member* of the LLC. The *Registered Agent* signature is not acceptable unless the Registered Agent is also the Manager or Managing Member of the LLC.

When the LLC is owned by a Corporation, the President or an Officer of Corporation must sign, indicating Corporate Office Title (for example: *President*, or *Officer*); Corporation name; and the Title of the Corporation as it relates to the LLC (this Title will be either *Manager* or *Managing Member*).

15. Attesting Corporate Officer-usually Corporate Secretary. (This signature is necessary only if the *Managing Member* or *Manager* of the LLC is a Corporation. – see #14 above. In that case, this easement must be treated as a corporate document, and Corporate Secretary must attest.)
16. State where easement is being executed.
17. County where easement is being executed.
18. Signature of person taking acknowledgement (Usually a Notary).
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

In order to record this easement at the Marion County Court House, please provide on a separate sheet the following information:

1. Owner's name (Individual/Agent name or Corporation name).
2. Owner's mailing address.
3. Owner's phone number.

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
(LLC)**

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) _____
LLC Name

14) by: _____
Signature

by: _____
Printed Name and Title

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

as: _____
Printed Title of Corporation

15) _____
Attesting Corporate Officer Signature

Printed Name and Title

LLC 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 Officer, respectively of _____, a LLC of the State of _____.

18) _____ Signature of Notary Public

19) _____ Printed / Stamped Name Commissioned Name of Notary

20) Both 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