



Find your place

Procedures for ELECTRIC UTILITY EASEMENT (PARTNERSHIP)

Proceed in numerical sequence.

1. Parcel I.D. #
2. Print name of partnership
3. Section
4. Township
5. Range
6. Legal description of the property. If description is too long for the space provided, please type "See Attached Exhibit A" in the space provided, and attach copy of legal description marked *Exhibit A*.
7. Date of Execution
8. Signature of 1st witness
9. Print name of 1st witness
10. Print name of 2nd witness- MUST be different from the first witness (One witness can be the Notary)
11. Signature of 2nd witness -
12. Name of Partnership
13. Partnership name of owner(s) as it appears on owners deed
14. Signature of partner
15. Print name of partner
16. Title
17. Signature of 1st witness - MUST be different from the first witness
18. Print name of 1st witness -
19. Signature of 2nd witness
20. Print name of 2nd witness
21. Name of partnership
22. Partnership name of owner(s) as it appears on owners deed
23. Signature of partner
24. Print name of partner
25. Title
26. Grantor's mailing address
27. State where easement is executed
28. County where easement is executed
29. Signature of person taking acknowledgement (Usually a Notary).
30. Notary name (typed, printed, or stamped).
31. Notary must indicate if personally known and/or Grantor produced identification.
32. Notary must describe identification that was provided.

In addition, 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
1805 NE 30th Ave. Bldg 400
Ocala, FL 34470

1) Parcel I.D. #(s) _____

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

THIS EASEMENT, made this day between 2) _____
, A Florida General Partnership (GRANTOR), its 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 services and communication services. Said facilities being located in
the following described Easement Area within GRANTOR'S premises in Marion County, Florida, to wit:

3) SEC: _____, 4) TWP: _____, 5) RNG: _____.

6) 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 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'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 and other
underground utilities) shall be located, constructed, excavated, or created within the Easement Area on work
order. 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 and 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 the 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) this: 7) _____ day of _____, _____.

By signing below, I/we attest that no changes have been made to the content of this document.

WITNESSES:

- 8) _____
Signature – Witness #1
- 9) _____
Printed Name – Witness #1
- 10) _____
Signature – Witness #2
- 11) _____
Printed Name – Witness #2

WITNESSES:

- 17) _____
Signature – Witness #1
- 18) _____
Printed Name – Witness #1
- 19) _____
Signature – Witness #2
- 20) _____
Printed Name – Witness #2

12) _____
A Florida Partnership

13) by: _____
Partnership Name of Owners

14) _____
Signature

15) _____
Printed Name

16) _____
Title

21) _____
A Florida Partnership

22) by: _____
Partnership Name of Owners

23) _____
Signature

24) _____
Printed Name

25) _____
Title

26) Grantor's mailing address: _____

27) STATE OF _____

28) COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20_____, by _____, as General Partner of _____, a General partner of _____, a Partnership of the State of _____.

29) _____ Signature of Notary Public

30) _____ Printed / Stamped Name Commissioned Name of Notary

31) Personally Known _____ OR Produced Identification _____

32) Type of Identification Produced _____.

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