



*It's On!*

**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 1<sup>st</sup> witness
9. Print name of 1<sup>st</sup> witness
10. Print name of 2<sup>nd</sup> witness- MUST be different from the first witness (One witness can be the Notary)
11. Signature of 2<sup>nd</sup> 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 1<sup>st</sup> witness - MUST be different from the first witness
18. Print name of 1<sup>st</sup> witness -
19. Signature of 2<sup>nd</sup> witness
20. Print name of 2<sup>nd</sup> 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 acknowledgment(Usually a Notary)
30. Print Notary name
31. If other than Notary, insert title
32. Notary serial # (if any)

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.

ELECTRIC ENGINEERING DIVISION  
1805 NE 30<sup>th</sup> Ave. ♦ Bldg 400 ♦ Ocala, FL ♦ 34470 ♦ (352) 351-6620

This instrument prepared by  
City of Ocala, Utility Services  
1805 NE 30<sup>th</sup> Ave. Bldg 400  
Ocala, FL 34470

1) Parcel I.D. # \_\_\_\_\_

**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 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:

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

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

12) \_\_\_\_\_  
A Florida Partnership

13) by: \_\_\_\_\_  
Partnership Name of Owners

14) \_\_\_\_\_  
Signature

15) \_\_\_\_\_  
Printed Name

16) \_\_\_\_\_  
Title

WITNESSES:

17) \_\_\_\_\_  
Signature – Witness #1

18) \_\_\_\_\_  
Printed Name – Witness #1

19) \_\_\_\_\_  
Signature – Witness #2

20) \_\_\_\_\_  
Printed Name – Witness #2

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 easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as General Partner of \_\_\_\_\_, \_\_\_\_\_, a general partner of \_\_\_\_\_, a partnership of the State of Florida, being personally known to me and who did/did not take an oath.

29) \_\_\_\_\_ Signature of Person taking acknowledgement

30) \_\_\_\_\_ Printed/Stamped Name

31) \_\_\_\_\_ Title or Rank

32) \_\_\_\_\_ Serial Number (if any)

RETURN TO: \_\_\_\_\_  
CITY OF OCALA UTILITY SERVICES  
ELECTRIC ENGINEERING DIVISION  
1805 NE 30<sup>th</sup> Ave Bldg 400  
OCALA, FL 34470