



2100 NE 30<sup>TH</sup> AVE., BLDG B, OCALA, FL 34470

**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. Insert legal description of easement or attach "Exhibit A"
7. Width of easement (to be filled out by this office)
8. Work Order number (to be filled out by this office)
9. Date of Execution
10. Signature of 1<sup>st</sup> witness
11. Print name of 1<sup>st</sup> witness
12. Signature of 2<sup>nd</sup> witness
13. Signature of 2<sup>nd</sup> witness
14. Partnership name of owner(s) as it appears on owners deed
15. Name of partnership
16. Signature of partner
17. Print name of partner
18. Title
19. Signature of 1<sup>st</sup> witness
20. Print name of 1<sup>st</sup> witness
21. Signature of 2<sup>nd</sup> witness
22. Print name of 2<sup>nd</sup> witness
23. Partnership name of owner(s) as it appears on owners deed
24. Name of partnership
25. Signature of partner
26. Print name of partner
27. Title
28. Grantor's mailing address
29. State where easement is executed
30. County where easement is executed
31. Signature of person taking acknowledgment(notary)
32. Print notary name
33. If other than notary insert title
34. Notary serial # (if any)
35. Print name of technician (to be filled out by this office)

Also, in order to record this easement at the Marion County Court House, please provide on a separate piece of paper the following information:

1. Owner's name (Individual/Agent name or Corporate 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  
2100 NE 30<sup>th</sup> Ave  
Ocala, FL 34478  
(352) 351-6620

This instrument prepared by  
City of Ocala, Utility Services  
2100 NE 30<sup>th</sup> Ave  
Ocala, FL 34478

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

**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: \_\_\_\_\_.

LEGAL DESCRIPTION

6)

Easement to be (7)\_\_\_ feet in width and the length and direction to be defined by City of Ocala Work Order #(8)\_\_\_\_\_.

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 (9)\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESSES:

	_____ 14)
	A Florida Partnership
10)_____ (sign)	
11)_____ (print)	By:_____ 15)
	A Florida Partnership
12)_____ (sign)	(Signature)_____ 16)
13)_____ (print)	(Print)_____ 17)
	(Title)_____ 18)

WITNESSES:

	_____ 23)
	A Florida Partnership
18)_____ (sign)	
20)_____ (print)	By:_____ 24)
	A Florida Partnership
21)_____ (sign)	(Signature)_____ 25)
22)_____ (print)	(Print)_____ 26)
	(Title)_____ 27)

(GRANTOR'S mailing address)

28) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

29) STATE OF \_\_\_\_\_}

30) 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.

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

32) \_\_\_\_\_ Printed/Stamped Name

33) \_\_\_\_\_ Title or Rank

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

RETURN TO: (35) \_\_\_\_\_

CITY OF OCALA UTILITY SERVICES  
ELECTRIC ENGINEERING DIVISION  
2100 NE 30<sup>th</sup> Ave  
OCALA, FL 34478

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