



2100 NE 30TH AVE., BLDG B, OCALA, FL 34470

Electric Engineering Division

**PROCEDURES FOR
ELECTRIC UTILITY EASEMENT
(CORPORATION)**

Proceed in numerical sequence:

1. Insert Parcel I.D. #
2. Job Site address
3. Print corporate name
4. Section
5. Township
6. Range
7. Insert legal description of easement or attach "EXHIBIT A."
8. Date of execution

NOTE: NO WITNESSES ARE NEEDED IF CORPORATE PRESIDENT SIGNS AND CORPORATE SECRETARY ATTESTS TO EXECUTION. THE CORPORATE SEAL MUST ACCOMPANY THIS EASEMENT IF NOT WITNESSED. BUT EASEMENT MUST BE WITNESSED IF NOT ATTESTED AND SEALED (CORPORATE SEAL).

9. Signature of witness
10. Printed name
11. Signature of witness
12. Printed name
13. Corporate name of owner as it appears on owner's deed
14. Signature of authorized corporate officer
15. Attesting corporate officer-usually corporate secretary
16. State where easement executed
17. County where easement executed
18. Signature of person taking acknowledgement (Notary)
19. Printed notary name
20. If other than notary, insert title
21. Notary serial #, if any

DO NOT ATTACH ANY ADDENDUM EXCEPT LEGAL DESCRIPTION

This instrument prepared by
City of Ocala Utility Services
2100 NE 30th Ave.
Ocala, FL 34470-4875

1) Parcel I.D. # _____

2) Job Site Address: _____

**EASEMENT
(Corporation)**

THIS EASEMENT, Made this day between 3) _____
(GRANTOR) their heirs, 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 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: _____.

LEGAL DESCRIPTION:
7)

Easement to be _____ feet in width and the length and direction to be defined by City of
Ocala work order # _____.

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 extent 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 duly authorized by the Board of Directors this:

8) _____ day of _____, _____.

WITNESSES:

13) _____
Corporate Name

9) _____ by: 14) _____
Signature Signature

10) _____
Printed Name Printed Name and Title

11) _____ Attest: 15) _____
Signature Signature

12) _____
Printed Name Printed Name and Title

(Corporate Grantor's mailing address)

16) STATE OF _____

17) COUNTY OF _____

The foregoing easement was acknowledged before me this _____ day of _____, _____, by _____ as _____ President, and by _____ as Secretary, respectively of _____, a corporation of the State of _____ both being personally known to me or who have produced _____ (type of identification) and who did (did not) take an oath.

18) _____ Signature of Person taking acknowledgement

19) _____ Printed/Stamped Name

20) _____ Title or Rank

21) _____ Serial Number (if any)

RETURN TO : _____
CITY OF OCALA UTILITY SERVICES
ELECTRIC ENGINEERING DIVISION
2100 NE 30th AVENUE
OCALA, FL 34470-4875