



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

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## **ELECTRIC UTILITY EASEMENT**

Enclosed you will find a copy of the Electric Utility Easement (three pages) required to provide service to your property.

In order to process this easement the following procedure must be followed:

1. Print property owner's name.
2. Section
3. Township
4. Range
5. Parcel ID number
6. Job Site address
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. Width of easement (to be filled out by this office).
9. Work order number (to be filled out by this office).
10. Date
11. Signature of first witness (required for 1 or 2 grantors).
12. Print name of first witness.
13. Signature of second witness (required for 1 or 2 grantors).
14. Print name of second witness.
15. Signature of property owner.
16. Print name of property owner.
17. Address of property owner.
18. Signature of property owner (if more than one owner).
19. Print name of property owner (if more than one owner).
20. Address of second property owner.
21. State
22. County
23. Date
24. Print name(s) of property owner(s).
25. Type of identification.
26. Signature of person taking acknowledgement (Notary's signature).
27. Notary name (typed, printed, or stamped).
28. Title or Rank of notary.
29. Serial number (if any) of notary.
30. Signature of Technician (to be filled out by this office).
31. 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, Florida 34470-4875 (352)351-6620

This instrument prepared by  
City of Ocala, Electric Utilities  
2100 NE 30<sup>th</sup> Ave.  
Ocala, Florida 34470-4875

EASEMENT  
(Individual)

THIS EASEMENT, Made this day between 1) \_\_\_\_\_  
(GRANTOR(s)) 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:

2)SEC: \_\_\_\_\_, 3)TWP: \_\_\_\_\_, 4)RNG: \_\_\_\_\_. Any addendums attached to this agreement  
shall be limited to legal descriptions, surveys or drawings unless prior approval has been  
received from the City of Ocala.

Parcel ID# 5) \_\_\_\_\_

6) JOB SITE ADDRESS \_\_\_\_\_  
\_\_\_\_\_

7) LEGAL DESCRIPTION:

Easement to be 8) \_\_\_\_\_ feet in width and the length and direction to be defined by City  
of Ocala Work Order# 9)\_\_\_\_\_.

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 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 the 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; and (f) all other rights and privileges reasonable, necessary, or convenient for GRANTEE'S safe and efficient installation, operation, and maintenance of said facilities and for the enjoyment and use of said easement for the purpose 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 and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. 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 canceled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE'S facilities within the Easement Area in GRANTOR'S premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE'S facilities by GRANTOR or by GRANTOR'S agents or employees.

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 and subject to any use made by GRANTOR not inconsistent with the rights granted herein.

It is the intention of the parties not to increase the burden upon the subject property which now exists by virtue of the service line presently located with the Easement Area.

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 undersigned GRANTOR'S have hereunto set their hands and seals this 10)\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Any addendum's attached to this agreement shall be limited to legal descriptions, surveys or drawings unless prior approval has been received from the City of Ocala.

WITNESSES:

11) _____	(Signed)	15) _____	(Legal Signature)
12) _____	(Printed)	16) _____	(Grantor)
	(Address)	17) _____	
		_____	
13) _____	(Signed)	18) _____	Legal Signature)
14) _____	(Printed)	19) _____	Grantor
	(Address)	20) _____	
		_____	

State of 21) \_\_\_\_\_

County of 22) \_\_\_\_\_

The foregoing easement was acknowledged before me this 23) \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_, by 24) \_\_\_\_\_

(Name of person Acknowledging), who is personally known to me or who has produced

25) \_\_\_\_\_ (type of identification) as identification and

who did (did not) take an oath.

26) \_\_\_\_\_ Signature of Person Taking Acknowledgement

27) \_\_\_\_\_ Name of Acknowledger (Typed, Printed, Stamped)

28) \_\_\_\_\_ Title or Rank

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

Technician: Name: 30) \_\_\_\_\_ (Signed)

31) \_\_\_\_\_ (Printed)

Return to: \_\_\_\_\_

City of Ocala Electric Utility  
Electric Engineering Division  
2100 NE 30<sup>th</sup> Ave.  
Ocala, FL 34470-4875