



Electric Engineering Division

**Procedures for ELECTRIC UTILITY EASEMENT
(INDIVIDUAL)**

Proceed in numerical sequence:

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 the space provided, please type "See Attached Exhibit A" in the space provided, and attach copy of legal description, marked *Exhibit A*.
8. Date.
9. Signature of first witness (required for 1 or 2 grantors - One witness can be the Notary).
10. Print name of first witness.
11. Signature of second witness (required for 1 or 2 grantors - One witness can be the Notary) - **MUST** be different from the first witness.
12. Print name of second witness.
13. Signature of property owner (Grantor).
14. Print name of property owner (Grantor).
15. Address of property owner.
16. Signature of property owner, if more than one owner (Grantor #2).
17. Print name of property owner (Grantor #2).
18. Address of second property owner.
19. State where easement executed.
20. County where easement executed.
21. Signature of person taking acknowledgement (Usually a Notary).
22. Notary name (typed, printed, or stamped).
23. If other than Notary, insert title.
24. Serial number (if any) of Notary.

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.

This instrument prepared by
City of Ocala Utility Services
Electric Engineering Division
1805 NE 30th Ave. Bldg 400
Ocala, Florida 34470-4875

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

THIS EASEMENT, Made this day between 1) _____
(GRANTOR(s)) their heirs, 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 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: _____, 5) PARCEL ID# _____

6) JOB SITE ADDRESS _____

7) 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 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.

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.

IN WITNESS WHEREOF, the undersigned GRANTOR(S) have hereunto set their hands and seals this 8) _____ day of _____, _____.

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

WITNESSES:

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

- 13) _____
Grantor Signature
- 14) _____
Grantor Name (Printed)
- 15) _____
Grantor Address – Line 1
- _____
Grantor Address – Line 2
- 16) _____
Grantor #2 Signature
- 17) _____
Grantor #2 Name (Printed)
- 18) _____
Grantor #2 Address – Line 1
- _____
Grantor #2 Address – Line 2

19) State of _____

20) County of _____

The foregoing easement was acknowledged before me this _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

21) _____ Signature of Person Taking Acknowledgement

22) _____ Printed/Stamped Name

23) _____ Title or Rank

24) _____ Serial Number (if any)

Return to: _____

City of Ocala Utility Services
Electric Engineering Division
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Ocala, FL 34470-4875