

PERPETUAL UTILITY EASEMENT

WO#: 217054 Doc Stamps: 0.70  
Prepared By: Travis Bruner  
SUMTER ELECTRIC COOPERATIVE, INC.  
d/b/a SECO Energy  
P.O. Box 301  
Sumterville, Florida 33585-0301

Section 17 Township 15 Range 21

Parcel ID/Alternate Key Number: 21630-003-00, 21630-003-01/2657545, 4091637

(Whenever used herein, the terms "grantor" and "grantee" include all parties to this instrument and the heirs, legal representatives, assigns of individuals, and the successors and assigns of corporations.)

Space above this line reserved for Recording Office Use.

THE GRANTOR(S) Marion County, a political subdivision of the State of Florida, by its Board of County Commissioners, whose mailing address is 601 SE 25th Avenue, Ocala, FL 34471

In consideration of the sum of \$10.00 or other good and valuable consideration, the sufficiency of which is acknowledged and received from the Grantee, SUMTER ELECTRIC COOPERATIVE, INC., a Florida not for profit corporation, d/b/a SECO Energy, PO Box 301, Sumterville, FL 33585 a corporation existing under the laws of the State of Florida, its successors and assigns ("Grantee"), does hereby on \_\_\_\_ day of \_\_\_\_\_, 2025, grant and convey to the Grantee an easement, (i) to place, construct, operate, repair, maintain, upgrade, remove, inspect, relocate, and replace an underground electric transmission and/or underground distribution line and/or communications system and all associated appurtenances in connection with such underground facilities, and (ii) for ingress and egress to facilitate access for the purposes in clause (i) over and on or under the real property in MARION County, Florida, as described as:

See Exhibit "A", attached hereto and made a part hereof (the "Easement Area").

Grantee shall at all times have the following rights within the Easement Area: (i) the right to erect, install, improve, repair, rebuild, and/or remove said facilities, including the right to increase or decrease the number of wires, voltage, and/or supporting structures; (ii) the right to patrol and inspect its facilities, whether on foot, in vehicle(s), or by aerial device; and (iii) the right to keep the Easement Area clear of all structures, improvements, trees, plants, shrubs, crops, vegetation, and/or any other obstruction that, in Grantee's sole discretion, might reasonably endanger its facilities or appurtenances thereto, including, without limitation, the right to trim, cut, clear, and apply herbicides to any trees, branches, undergrowth and vegetation within the Easement Area. Grantor further agrees that Grantee shall have no obligation to repair or replace any landscaping or other vegetation located within the Easement Area that is disturbed, removed, or otherwise destroyed or impacted by Grantee's use of the Easement Area. Grantee shall not enter property outside the Easement Area for vegetation management except where such vegetation poses a direct and immediate risk to the integrity, access, or operation of the facilities, and only to the extent reasonably necessary to mitigate that risk. The Grantee shall at all times retain ownership of its facilities installed within the Easement Area.

Grantor hereby agrees that no building, shed, tree, or other permanent structure shall be constructed, planted, or located on or within the Easement Area, nor shall ground elevation be temporarily or permanently altered by more than +/- one (1) foot without the prior written approval of the Grantee. Grantor shall be responsible for any damage to Grantee's facilities caused by or resulting from Grantor's failure to obtain such prior written approval. If a fence is now or in the future located within the Easement Area, Grantor agrees that Grantee may cut its own lock and/or gate into said fence and Grantor will hold Grantee harmless from any damage or other losses resulting from Grantee's use of the Easement Area.

Failure to utilize this easement within any particular time period shall not constitute an abandonment nor shall any particular configuration of facilities located within the easement constitute an estoppel to Grantee's future reconfiguration of facilities so long as the terms and limitations of this grant of easement are satisfied.

Grantor reserves the right to use said Easement Area for any other purpose which will not interfere with Grantee's rights established herein. In granting the above, it is understood that Grantee will make reasonable efforts to locate power line assemblies in a location which will cause the least interference in the use of the property, if in doing so it will not materially increase the cost of construction or maintenance.

Grantor hereby covenants that it is the owner of the fee simple title to the Property and the Easement Area and Grantor will defend the title thereto against all persons claiming through, by or under the Grantor. All covenants, terms, provisions, limitations, conditions, or otherwise granted herein shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, or assigns. This easement is intended to run with the land and be binding upon any subsequent owner of the Easement Area and/or the Property.

PERPETUAL UTILITY EASEMENT

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

ATTEST:

Grantor(s):

COUNTY

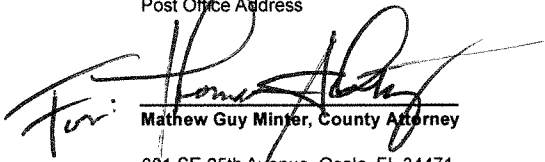
MARION COUNTY, FLORIDA, a political  
Subdivision of the State of Florida, by its  
Board of County Commissioners

George C. Harrell, Clerk of Court and  
Comptroller

BY:

Kathy Bryant, Chairman

601 SE 25th Avenue, Ocala, FL 34471  
Post Office Address

For:   
Mathew Guy Minter, County Attorney

601 SE 25th Avenue, Ocala, FL 34471  
Post Office Address

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_ day of \_\_\_\_\_, 202 \$, by Kathy Bryant as Chairman, on behalf of Marion County, a political subdivision of the State of Florida, by its Board of County Commissioners. He/She is ☐ personally known to me or ☐ provided \_\_\_\_\_ as identification.

My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

Notary Signature

Printed Name

(SEAL)

A SKETCH OF LEGAL DESCRIPTION  
FOR  
SECO ELECTRIC EASEMENT

**LEGAL DESCRIPTION:**

AN EASEMENT LYING IN THAT PORTION OF THE N.E. 1/4 AND THE N.W. 1/4 OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, LYING NORTH OF WEST HIGHWAY No. 40 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE S00°01'39"W ALONG THE WEST LINE THEREOF, 997.68 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE DEPARTING SAID WEST LINE, PROCEED S89°18'27"E ALONG THE NORTH LINE THEREOF, 530.00 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°06'06"W, 1612.59 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST HIGHWAY No. 40 (WIDTH VARIES); THENCE N89°20'08"W ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°20'08"W ALONG SAID RIGHT-OF-WAY LINE, 15.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N00°06'06"E, 721.09 FEET; THENCE N89°55'07"W, 793.12 FEET; THENCE N00°10'23"E, 600.85 FEET TO THE NORTHEAST TERMINUS OF N.W. 3rd PLACE (50 FEET WIDE RIGHT-OF-WAY); THENCE DEPARTING SAID RIGHT-OF-WAY, PROCEED S89°49'37"E, 20.00 FEET; THENCE S00°10'23"W, 580.82 FEET; THENCE S89°55'07"E, 375.49 FEET; THENCE N00°04'53"E, 218.56 FEET; THENCE S89°55'07"E, 20.00 FEET; THENCE S00°04'53"W, 223.56 FEET; THENCE S89°55'07"E, 392.60 FEET; THENCE S00°06'06"W, 736.24 FEET TO THE POINT OF BEGINNING.

**NOTE:**

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THE SURVEYOR BASED ON DEEDS OF RECORD AND INSTRUCTIONS FROM THE CLIENT.

**LEGEND**

SEC. SECTION  
TWP. TOWNSHIP  
RGE. RANGE  
R/W RIGHT-OF-WAY

SEE SHEET 2 FOR  
SKETCH

Rodney K  
Rogers

Digitally signed by  
Rodney K Rogers  
Date: 2025.05.21  
10:20:17 -04'00'

RODNEY K. ROGERS DATE  
PROFESSIONAL SURVEYOR & MAPPER  
REGISTRATION NO. 5274  
STATE OF FLORIDA

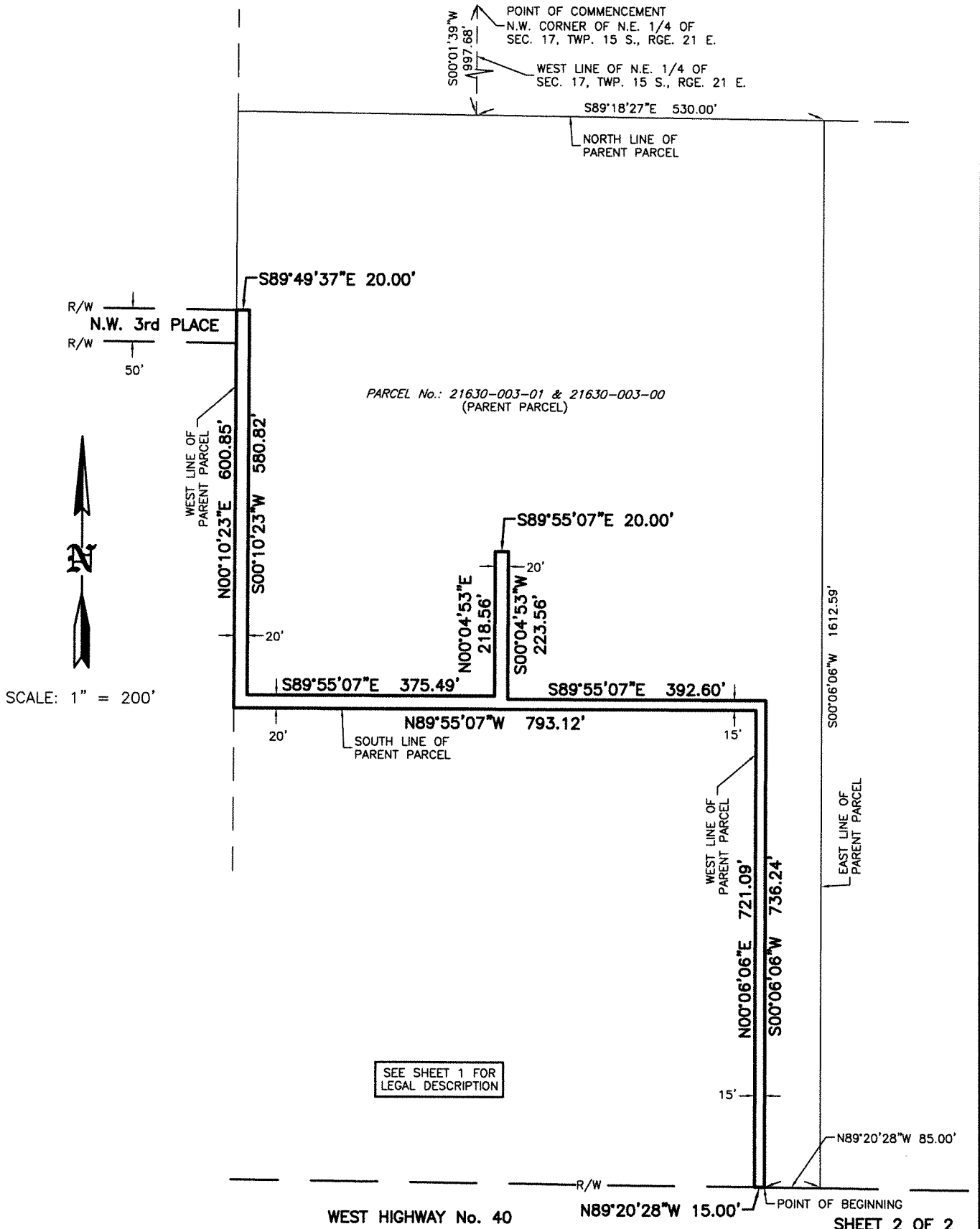
SHEET 1 OF 2

**ROGERS ENGINEERING, LLC**  
Civil Engineering & Land Surveying

• 1105 S.E. 3rd Avenue • Ocala, Florida 34471  
• Ph. (352) 622-9214 • Lic. Bus. #4074

SCALE

DATE  
5-20-2025



SHEET 2 OF 2

**ROGERS ENGINEERING, LLC**  
Civil Engineering & Land Surveying

• 1105 S.E. 3rd Avenue • Ocala, Florida 34471  
• Ph. (352) 622-9214 • Lic. Bus. #4074

SCALE  
1" = 200'

DATE  
5-20-2025